**Cristian Markovich, Mayor**
**Christian Hernandez, Vice Mayor**
**Baru Sanchez, Council Member**
**Jack Guerrero, Council Member**
**Chris Garcia, Council Member**

**CUDAHY CITY**
**COUNCIL CHAMBERS**
5240 Santa Ana Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

**REMOTE TELECONFERENCE LOCATION:**
Bedwell Hall
5240 Santa Ana Street
Cudahy, CA 90201

# AGENDA

**A REGULAR MEETING**
**OF THE CUDAHY CITY COUNCIL**
**And JOINT MEETING Of The**
**CITY OF CUDAHY AS SUCCESSOR AGENCY**
**TO THE CUDAHY DEVELOPMENT COMMISSION**
**Monday, September 28, 2015 – 6:30 P.M.**

*"Members of the Public are Advised that all **PAGERS**, **CELLULAR TELEPHONES** and any **OTHER COMMUNICATION DEVICES** are to be **turned off** upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

*Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.*

*In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.*

1. **CALL TO ORDER**

2. **ROLL CALL**

   Council / Agency Member Garcia
   Council / Agency Member Guerrero
   Council / Agency Member Sanchez
   Vice Mayor / Vice Chair Hernandez
   Mayor / Chair Markovich

3. **PLEDGE OF ALLEGIANCE**

4. **PRESENTATION**

   A. **Proclamation recognizing Freedom from Workplace Bullies Week October 18-24, 2015**

---

## 5. PUBLIC COMMENTS

(Mayor: This is the time set aside for citizens to address the City Council / Agency on matters relating **only to items on the agenda**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

## 6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

(This is the time for the City Council / Agency to comment on any topics related to "City Business," including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

## 7. CITY MANAGER REPORT (information only)

## 8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.) (COUNCIL / AGENCY)

**Recommendation:** Approve the Waiver of Full Reading of Resolutions and Ordinances.

## 9. CONSENT CALENDAR

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)
(COUNCIL / AGENCY)

**A.** AS SUCCESSOR AGENCY

i. Consideration of Successor Agency to Adopt a Resolution Approving Emergency Loan Agreements for Recognized Obligation Payment Schedule (ROPS) No. 15-16B for Olivarez Madruga, LLP

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:4;

2. Authorize the City Manager to sign an emergency loan in the amount not to exceed $20,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services concerning the preparation of a Long-Range Property Management Plan for the Successor Agency (LRPMP);

3. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:5; and

4. Authorize the City Manager to sign an emergency loan in the amount not to exceed $82,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services relating to the filing and defending of a Writ of Mandate filed against the California Department of Finance.

ii. Consideration of Successor Agency to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Demetriou Del Guercio Springer and Francis LLP

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:6; and

2. Authorize the City Manager to sign an emergency loan in the amount not to exceed $46,500 for Demetriou Del Guercio Springer and Francis LLP (DDSF) for special legal services concerning environmental review and analysis of the real properties included in the Long Range Property Management Plan (LRPMP).

iii. Consideration of Successor Agency to Adopt a Resolution Approving a Professional Services Agreement with Andersen Environmental and Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Anderson Environmental

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Professional Services Agreement with Andersen Environmental for the preparation of environmental analysis of the real properties to be included in the Long-Range Property Management Plan (LRPMP);

2. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:7; and

3. Authorize the City Manager to sign an emergency loan in the amount not to exceed $47,950 for Andersen for environmental analysis of the real properties that are to be included in the LRPMP.

iv. Consideration to Adopt a Resolution for Administrative Budget for Six-Month Fiscal Period of January 1, 2016 to June 30, 2016

*Presented by Finance Director*

**Recommendation:** Adopt a resolution approving the Administrative Budget for the 15-16B Recognized Obligation Payment Schedule (ROPS) six-month fiscal period of January 1, 2016 to June 30, 2016.

v. Approval of Recognized Obligation Payment Schedule for the 15-16B Six-Month Fiscal Period of January 1, 2016 to June 30, 2016 (ROPS 15-16B)

*Presented by Finance Director*

**Recommendation:** Approve the Recognized Obligation Payment Schedule (ROPS) 15-16B for the period of January 1, 2016 to June 30, 2016, for submission to the City of Cudahy Oversight Board

---

**B.** AS CITY COUNCIL

i. Consideration to Adopt a Resolution Approving Emergency Loan Agreements for Recognized Obligation Payment Schedule (ROPS) 15-16B for Olivarez Madruga, LLP

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:4;

2. Authorize the City Manager to sign an emergency loan in the amount not to exceed $20,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services concerning the preparation of a Long-Range Property Management Plan for the Successor Agency;

3. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:5; and

4. Authorize the City Manager to sign an emergency loan (Attachment D) in the amount not to exceed $82,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services relating to the filing and defending of a Writ of Mandate filed against the California Department of Finance.

ii. Consideration to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Demetriou Del Guercio Springer and Francis LLP

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:6; and

2. Authorize the City Manager to sign an emergency loan in the amount not to exceed $46,500 for Demetriou Del Guercio Springer and Francis LLP (DDSF) for special legal services concerning environmental review and analysis of the real properties included in the Long Range Property Management Plan (LRPMP).

iii. Consideration to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Andersen Environmental

*Presented by Finance Director*

**Recommendation:**

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:7; and

2. Authorize the City Manager to sign an emergency loan in the amount not to exceed $47,950 for Andersen Environmental (Andersen) for environmental analysis of the real properties to be included in the Long-Range Property Management Plan (LRPMP).

**C.** Consideration to Approve a Professional Service Agreement (PSA) with MV Transportation to Provide Shuttle Service

*Presented by Finance Director*

**Recommendation:** Approve a three year Professional Service Agreement (PSA) with MV Transportation, Inc. for fixed route shuttle services relating to the Cudahy Area Rapid Transit (CART).

**D.** Consideration to Adopt a Resolution Amending the Rules to Place Items on City Council Agendas and the Standard Order of Business of City Council Meetings

*Presented by City Manager*

**Recommendation:** Approve a resolution amending the rules to place items on City Council agendas and the Standard Order of Business of City Council meetings.

**E.** Consideration to Adopt a Resolution Approving the Memorandum of Understanding (MOU) Between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (CMEA) (July 1, 2015 – June 30, 2019)

*Presented by Acting Human Resources Specialist*

**Recommendation:** Adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (July 1, 2015 – June 30, 2019).

## 10. PUBLIC HEARING

**A.** Consideration to Adopt Ordinance No. 650, by Second Reading Amending Cudahy Municipal Code (CMC) 3.40.040 to 3.40.060, and Adopt an Ordinance by Second Reading Amending CMC 5.08.360

*Presented by Finance Director*

**RECOMMENDATION**

1. Adopt Ordinance No. 650 by second reading, amending Cudahy Municipal Code (CMC) Chapter 3.40.040 relating to the City's cost recovery for services provided for Leisure and Cultural (recreational) Activities; and

2. Adopt an ordinance by second reading, amending CMC Chapter 5.08.360 to temporarily suspend (through June 30, 2019) the business license tax requirements applicable to Rental Property Managers of rental properties with four or fewer units.

**B.** Consideration to Adopt a Resolution Approving Development Review Permit (DRP) No. 41.503, Allowing Construction of a New 1,500 Square Foot Single Family Dwelling Unit Located at 4051 Olive Street in the Medium Density Residential (MDR) Zone

*Presented by Acting Community Development Director*

**Recommendation:** Adopt a resolution approving Development Review Permit (DRP) No. 41.503 to allow construction of a new 1,500 square foot single family dwelling unit, located at 4051 Olive Street in the Medium Density Residential (MDR) Zone.

## 11. CITY COUNCIL BUSINESS SESSION

**A.** Observance of National Customer Service Week

*Presented by Acting Human Resources Specialist*

**Recommendation:** Approve a proclamation in observance of National Customer Service Week from October 5th to 9th, 2015.

---

**B.** Consideration to Co-Sponsor a Music Festival (Fiestas de Octubre) in Partnership with Bandachannel.com

*Presented by Acting Director of Community Services*

**Recommendation:** Approve co-sponsorship of a music festival (Fiestas de Octubre) with Bandachannel.com to take place on Saturday, October 17, 2015, from 1:00 p.m. to 8:00 p.m. at Clara Expansion Park located at 4835 Clara Street, Cudahy, CA 90201.

**C.** Consideration to Adopt Ordinance No. 653, by First Reading, Amending Cudahy Municipal Code Chapter (CMC) 20.28 Development Agreements of Title 20 Zoning

*Presented by Acting Community Development Director*

**Recommendation:** Adopt Ordinance No. 653 by first reading, amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning.

**D.** Approval of PS&E Bid Package (Plans, Specifications and Estimates) and Authorization of Staff to Issue NIB (Notice Inviting Bids) for the Lugo Park Improvements Project

*Presented by Acting Community Development Director*

**Recommendation:**

1. Approve PS&E Bid Package (Plans, Specifications and Estimates);

2. Authorize staff to issue NIB (Notice Inviting Bids) for the Lugo Park Improvements Project; and

3. Approve Environmental Assessment as follows: the proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

**E.** Discussion of City Council Appointments to the General Plan Advisory Committee (GPAC)

*Presented by Acting Community Development Director*

**Recommendation:** Consider appointment of up to three appointments each to the General Plan Advisory Committee (GPAC) per Council Member

---

## 12. COUNCIL DISCUSSION

**A.** Vice Mayor Hernandez

i. Discussion of Young Mayor Program
ii. Discussion to bring a Resolution regarding Equal Wages for Gender Equality

## 13. PUBLIC COMMENT (Closed Session)

(Each person will be allowed to speak only once on closed session items and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.)

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that because Councilman Guerrero will be participating from Bedwell Hall via teleconference, he will be patched into the closed session chambers from Bedwell Hall via telephone device. At this time, all persons other than Councilman Guerrero and City personnel authorized by either the City Manager or the City Attorney will not be allowed to remain in Bedwell Hall. Once closed session is completed and the City Council returns from closed session into open session, members of the public may then reenter Bedwell Hall to rejoin the proceedings.

## 14. CLOSED SESSION

**A.** Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss a Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [Two (2) Matters] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.

**B.** Pursuant to Government Code Section 54956.9(d)(4) – Conference with Legal Counsel to Discuss a Matter Involving Possible Initiation of Litigation – [One (1) Matter]

**C.** Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Potential Litigation and/or Significant Exposure to Litigation [One (1) Matter]

---

**D.** Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator Location of Property: 4819 Patata, 8420 S. Atlantic Ave. (APN 622-034-014, 032, 040-41), Cudahy, CA 90201 City's Negotiator(s): City Manager Jose E. Pulido Party Negotiating With: Cudahy LF, LLC Under Discussion: Discussion of both price and terms of payment as related to purchase of subject property

**E.** Closed session pursuant to Government Code section 54957(b)(1) – Public Employee Performance Evaluation

Employee Title: City Manager

**F.** Closed Session Pursuant to Government Code Section 54957.6(a) – Conference with Labor Negotiator Regarding Represented Employees City's Designated Representative(s) for Negotiations: Jose Pulido, City Manager, Rhonda Strout-Garcia, Human Resources Consultant, Oliver Yee, Special Counsel Employee Organization: Cudahy Miscellaneous Employees Association (CMEA)

RECONVENE TO OPEN SESSION

## 15. CLOSED SESSION ANNOUNCEMENT

## 16. PUBLIC COMMENT

(Mayor: This is the time set aside for citizens to address the City Council / Agency **on matters under the City Council's jurisdiction**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

## ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, October 12, 2015 at 6:30 p.m.

I Laura Valdivia, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 25th Day of September 2015

Laura Valdivia
Interim City Clerk

Blank Page

**Item Number**
**9A(i)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration of Successor Agency to Adopt a Resolution Approving Emergency Loan Agreements for Recognized Obligation Payment Schedule (ROPS) 15-16B for Olivarez Madruga, LLP**

## RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:4 (Attachment A);

2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed $20,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services concerning the preparation of a Long-Range Property Management Plan for the Successor Agency (LRPMP);

3. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:5 (Attachment C); and

4. Authorize the City Manager to sign an emergency loan (Attachment D) in the amount not to exceed $82,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services relating to the filing and defending of a Writ of Mandate filed against the California Department of Finance.

**BACKGROUND**

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On February 18, 2014, the Successor Agency amended a Professional Services Agreement with Olivarez Madruga to assist in matters relating to the Successor Agency.

3. On April 15, 2014, the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

4. On October 21, 2014, The Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

5. On February 17, 2015, the Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

6. On March 12, 2015, the Oversight Board to the Successor Agency (the "Oversight Board") adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

7. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance ("DOF") for its consideration and approval.

8. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

9. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

10. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

11. On June 15, 2015, Olivarez Madruga, LLP filed a Petition for Writ of Mandate and complaint for Declaratory and injunctive Relief with the Superior Court of the State of California, County of Sacramento on behalf of the Successor Agency.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

It is anticipated that the costs associated with the services provided by Olivarez Madruga will be $102,000 for amounts not listed on previous ROPS (i.e., $20,000 for LRPMP and $82,000 for Writ of Mandate). The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after January 2, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Olivarez Madruga, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

Once these loans are approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loans becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

These loans must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

## FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $102,000.

## ATTACHMENTS

A. Proposed Successor Agency Resolution Approving Successor Agency Loan Agreement No. 15-16B:4
B. Successor Agency Loan Agreement No. 15-16B:4
C. Proposed Successor Agency Resolution Approving Successor Agency Loan Agreement No. 15-16B:5
D. Successor Agency Loan Agreement No. 15-16B:5

**RESOLUTION NO. _____**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:4)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement"); and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan through the approval of the Loan Agreement No. 15–16B:4 between the City of Cudahy and the Successor Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as Olivarez Madruga’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 15–16B:4 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 15–16B:4 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 28th day of September, 2015.

_____
Cristian Markovich,
Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th day of September, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Secretary of the Successor Agency

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:4**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:4

(NOT TO EXCEED: $20,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:4 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the

"Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement").

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the

Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed TWENTY THOUSAND DOLLARS ($20,000) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> for legal counsel services facilitating the formulation and finalization of the Long-Range Property Management Plan and related bond defeasance guidance, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:4: Not-to-Exceed $20,000 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**RESOLUTION NO. _____**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:5)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to prepare and pursue a petition for writ of mandate against the California State Controller and California Department of Finance ("State DOF") for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management Plan, as mandated under that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the California State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement"; and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan and the pursuit of a petition for writ of mandate against the California State Controller and State DOF through the approval of the Loan Agreement No. 15–16B:5 between the City of Cudahy and the Successor Agency to the former

Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement); and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 15–16B:5 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 15–16B:5 to be included on the recognized payment

obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 28th day of September, 2015.

_____
Cristian Markovich,
Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th_day of September, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Secretary of the Successor Agency

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:5**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:5

(NOT TO EXCEED: $82,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:5 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to prepare and pursue a petition for writ of mandate against the California State Controller and California Department of Finance ("State DOF") for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management Plan, as mandated under that April 15, 2014 report entitled

"Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the California State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement").

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan and the pursuit of a petition for writ of mandate against the California State Controller and State DOF.

6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true

and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed EIGHTY TWO THOUSAND DOLLARS ($82,000) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to prepare and pursue a petition for writ of mandate against the California State Controller and State DOF for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management, as mandated under April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:5: Not-to-Exceed $82,000 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**Item Number**
**9A(ii)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration of Successor Agency to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Demetriou Del Guercio Springer and Francis LLP**

## RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:6 (Attachment A); and

2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed $46,500 for Demetriou Del Guercio Springer and Francis LLP (DDSF) for special legal services concerning environmental review and analysis of the real properties included in the Long Range Property Management Plan (LRPMP).

## BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (Dissolution Law), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On April 15, 2014 the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

3. On March 12, 2015, the Oversight Board to the Successor Agency (the "Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

4. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance (DOF) for its consideration and approval.

5. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

7. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

8. On June 22, 2015, the Successor Agency entered into an Agreement with DDSF to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The

LRPMP must include specified information and proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan. Prior to the transfer of properties from the EDC to the Successor Agency, staff recommends that the Successor Agency complete Phase I environmental reports for the properties. In this endeavor, the Successor Agency engaged special counsel for legal services concerning review and analysis of the properties that will be included in the LRPMP to: (1) identify and address any exposure to liability arising from any potential environmental contamination on the properties; and (2) provide guidance with respect to the environmental information that will be included in the LRPMP.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

It is anticipated that the costs associated with the services provided by DDSF will be $46,500 for amounts not listed on previous ROPS. The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or

after January 2, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to DDSF, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

## FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $46,500.

## ATTACHMENTS

A. Proposed Successor Agency Resolution Approving Successor Agency Loan Agreement No. 15-16B:6
B. Successor Agency Loan Agreement No. 15-16B:6

**RESOLUTION NO. _____**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:6)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Demetriou, Del Guercio, Springer and Francis, LLP ("DDSF"), to provide special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and DDSF dated, June 22, 2015 (the "Master Agreement"); and

WHEREAS, DDSF requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan through the approval of the Loan Agreement No. 15–16B:6 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by DDSF are extraordinary for the Successor Agency and do not constitute “administrative costs,” and Health and Safety Code Section 34171(b) exempts from the definition of “administrative costs” specific redevelopment dissolution implementation activities such as DDSF’s activities, which are essential to the Successor Agency’s implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 15–16B:6 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 15–16B:6 to be included on the recognized payment

obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 28th day of September, 2015.

_____
Cristian Markovich,
Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th_day of September, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Secretary of the Successor Agency

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:6**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

# SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:6

(NOT TO EXCEED: $46,500)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:6 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Demetriou, Del Guercio, Springer and Francis, LLP ("DDSF"), to provide special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset

Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and DDSF dated, June 22, 2015 (the "Master Agreement").

5. DDSF requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by DDSF are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as DDSF's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and

Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed FORTY SIX THOUSAND FIVE HUNDRED DOLLARS ($46,500) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> for special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:6: Not-to-Exceed $46,500 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Blank Page

**Item Number**
**9A(iii)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration of Successor Agency to Adopt a Resolution Approving a Professional Services Agreement with Andersen Environmental and Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Andersen Environmental**

## RECOMMENDATION

The Successor Agency is requested to:

1. Adopt the proposed Resolution to approve the Professional Services Agreement (Attachment A) with Andersen Environmental (Andersen) for the preparation of environmental analysis of the real properties to be included in the Long-Range Property Management Plan (LRPMP);

2. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16B:7 (Attachment B); and

3. Authorize the City Manager to sign an emergency loan (Attachment C) in the amount not to exceed $47,950 for Andersen for environmental analysis of the real properties that are to be included in the LRPMP.

## BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other

subsequent legislation (together the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On April 15, 2014, the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

3. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

4. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance (DOF) for its consideration and approval.

5. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

7. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be

prepared and submitted to the Oversight Board and DOF for approval.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan. Prior to the transfer of properties from the EDC to the Successor Agency, staff recommends that the Successor Agency complete Phase I environmental reports for the properties. In this endeavor, City staff recommends that the Successor Agency engage Andersen for environmental review and analysis of the properties that will be included in the LRPMP to: (1) identify and address any exposure to liability arising from any potential environmental contamination on the properties; and (2) provide guidance with respect to the environmental information that will be included in the LRPMP.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

Andersen will perform environmental analysis of the real properties to be included in the LRPMP. It is anticipated that the costs associated with the services provided by Andersen will be $47,950. The Successor Agency estimates that the amount of funds which are reasonably

anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after January 2, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to DDSF, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

If the Successor Agency authorizes the City Manager to retain services for environmental analysis of properties to be included in the LRPMP, the Successor Agency will have the information needed to assist the Successor Agency identify and address potential environmental liabilities and be in a position seek legal guidance concerning the required environmental information that must be included in the LRPMP.

Once this professional service agreement and emergency loan are approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

## FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $47,950.

## ATTACHMENTS

A. Proposed Successor Agency Resolution Approving Professional Services Agreement with Andersen Environmental
B. Proposed Successor Agency Resolution Approving Successor Agency Loan Agreement No. 15-16B:7
C. Successor Agency Loan Agreement No. 15-16B:7

**RESOLUTION NO. _____**

**RESOLUTION OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANDERSEN ENVIRONMENTAL FOR THE PREPARATION OF ENVIRONMENTAL ANALYSIS OF THE REAL PROPERTIES TO BE INCLUDED IN THE SUCCESSOR AGENCY'S LONG-RANGE PROPERTY MANAGEMENT PLAN**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law ("State law"); and

WHEREAS, the former Cudahy Community Development Commission/Redevelopment Agency undertook the redevelopment of certain areas of the City in reliance upon the provisions of State law; and

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

WHEREAS, the City as Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency ("Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law; and

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the City wishes to temporarily engage a qualified consultant for the provision of professional management services relating to environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan; and

WHEREAS, City's in-house personnel is presently unable to perform such services; and

WHEREAS, Andersen Environmental represents that it is fully qualified to perform such professional services as set forth in the agreement attached hereto as

**Exhibit "A,"** (the "Agreement") by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors; and

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

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Agreement, so that the temporary provision of needed services contemplated in the Agreement is provided.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Professional Services Agreement**. The Successor Agency approves the Agreement with Andersen Environmental for the provision of professional management services relating to the environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan;.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. **Direction to Successor Agency Staff.** Successor Agency staff is directed to cause the Agreement to be enrolled as a Successor Agency obligation on the next Recognized Obligations Payment Schedule ("ROPS").

SECTION 5. This Resolution shall take effect upon adoption. The Chair of the Successor Agency shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 28th day of September 2015.

_____
Cristian Markovich, Chair

ATTEST:

Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th day of September 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

_____
Secretary of the Successor Agency

**EXHIBIT A:**
**PROFESSIONAL SERVICES AGREEMENT WITH ANDERSEN ENVIRONMENTAL**

**PROFESSIONAL SERVICES AGREEMENT**
**(Andersen Environmental –Environmental Assessment at Seven Sites)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____(hereinafter, the "Effective Date"), by and between City of Cudahy as successor agency to the former Cudahy Community Development Commission ("SUCCESSOR AGENCY") and Andersen Environmental ("CONSULTANT"). For the purposes of this Agreement SUCCESSOR AGENCY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to SUCCESSOR AGENCY or CONSULTANT interchangeably.

RECITALS

This Amendment is made and entered into with respect to the following facts:

WHEREAS, on the advice of counsel, SUCCESSOR AGENCY desires to engage CONSULTANT for the purpose of assisting SUCCESSOR AGENCY's counsel in providing legal advice in connection with its legal representation of SUCCESSOR AGENCY; and

WHEREAS, CONSULTANT has performed Phase I Environmental Site Assessments and related environmental services for the project sites listed hereinbelow as Sites A through G, with the exception of Site F; and

WHEREAS, CONSULTANT has represented to SUCCESSOR AGENCY that it has the requisite skill and experience to safely and competently perform the desired professional services.

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

i. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to provide environmental and technical services on a per-project basis as requested by SUCCESSOR AGENCY, involving the seven project sites listed in subpart ii, below, all located in the City of Cudahy, California (hereinafter referred to as the **"Scope of Work"** or **"Work"**). Services may include, without limitation, Phase I and Phase II Environmental Site Assessments and reports.

ii. The seven project sites:

| Project Site | Address (APN) |
|---|---|
| Site A | 4720 Santa Ana; 8100 Atlantic (6224-018-008, 068, 069, 070, 071) |
| Site B | 4819 Patata; 8420 Atlantic (6224-034-014, 032, 40, 41) |
| Site C | 4613 Clara (6226-022-002, 008, 019, 020, 021, 022, 023, 024) |
| Site D | 4633 Cecelia; 8135 Atlantic (6224-022-001, 002, 003, 004, 012) |
| Site E | 5260 Elizabeth (6224-001-014, 015) |
| Site F | 4610 Santa Ana (6224-019-014) |
| Site G | 4848 Live Oak (6226-014-045, 046) |

iii. The Work shall specifically include those services and tasks for project Sites A, C and D set forth in corresponding **Exhibits "A," "C"** and **"D,"** attached hereto. The Parties agree that those provisions numbered 1 through 10 of the Scope of Work under the heading "GENERAL TERMS" in each Exhibit are expressly deleted and repealed and shall be of no force or effect. In the event of any conflict or inconsistency between the provisions of this Agreement and the remaining provisions contained in Exhibits "A," "C" and "D," the provisions of this Agreement shall govern and control. The Parties further agree that the services and tasks set forth in Exhibits "A," "C" and "D" may be revised based on review by SUCCESSOR AGENCY's special counsel for environmental matters.

iv. The Work shall also specifically include the following services and tasks for project Site B: perform a Phase I Update incorporating review of the forthcoming site assessment by the Environmental Protection Agency (EPA), to be completed within 15 business days after receiving the EPA's report, at a cost of $1500.00. For convenience only, the cost of the described Work for project Sites A, B, C and D are listed as follows:

| **Project Site** | **Address (APN)** | **Cost of Work** |
|---|---|---|
| Site A | 4720 Santa Ana; 8100 Atlantic (6224-018-008, 068, 069, 070, 071) | $8,550 (Phase II) |
| Site B | 4819 Patata; 8420 Atlantic (6224-034-014, 032, 40, 41) | $1,500 (Phase I update) |
| Site C | 4613 Clara (6226-022-002, 008, 019, 020, 021, 022, 023, 024) | $13,450 (Phase II) |
| Site D | 4633 Cecelia; 8135 Atlantic (6224-022-001, 002, 003, 004, 012) | $12,250 (Phase II) |
| | | $35,750 TOTAL |

v. SUCCESSOR AGENCY makes no representation regarding the amount of services, if any, that CONSULTANT will be asked to provide. SUCCESSOR AGENCY is under no obligation to request any services from CONSULTANT and no minimum amount of work is contemplated under this Agreement. All service will be requested by SUCCESSOR AGENCY on an as-needed basis.

1.2 EXPERT RETENTION BY COUNSEL: CONSULTANT's Work is for the purpose of assisting in providing legal advice pursuant to the Expert Retention Agreement, dated June 19, 2015, between CONSULTANT and counsel for SUCCESSOR AGENCY—which agreement is attached hereto as **Exhibit "E"**—in connection with counsel's legal representation of SUCCESSOR AGENCY. The Work is covered by the terms of the Expert Retention Agreement, by which CONSULTANT provides non-testifying expert support regarding each site that is the subject of this Agreement.

1.3 PROSECUTION OF WORK:

A. No Work shall commence on a particular project unless and until SUCCESSOR AGENCY issues to CONSULTANT a written Notice to Proceed that identifies the project site. The Work shall be completed in accordance with the applicable work schedule set forth under the heading "SCHEDULE" in Exhibits "A," "C" and "D";

B. CONSULTANT shall perform the Work continuously and with due diligence. CONSULTANT shall cooperate with SUCCESSOR AGENCY and in no manner interfere with the work of SUCCESSOR AGENCY, its employees or other consultants, contractors or agents;

C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subconsultants, to have related services or tasks completed in a timely manner;

D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

F. STOP WORK.

i. SUCCESSOR AGENCY may notify CONSULTANT with instructions to stop further work on the Work (the "Stop Work Notice"). CONSULTANT shall immediately, or as promptly as is reasonably practicable, cease work in compliance with the Stop Work Notice. SUCCESSOR AGENCY shall have no obligation to compensate CONSULTANT for any work performed after CONSULTANT reasonably should have complied with the Stop Work Notice. Issuance of a Stop Work Notice shall be at SUCCESSOR AGENCY's sole and absolute discretion, and in doing so SUCCESSOR AGENCY may consider only SUCCESSOR AGENCY's interests and not consider any effect on CONSULTANT.

ii. Upon issuance of a Stop Work Notice, CONSULTANT shall promptly deliver to SUCCESSOR AGENCY all data, materials, records and work product prepared or obtained by CONSULTANT in the performance of the Work, regardless of the draft form or state of completion of such data, materials, records and work product.

1.4 COMPENSATION: CONSULTANT's compensation for the performance and completion of the Work for each project shall not exceed that sum set forth under the heading "COST" in the applicable Exhibit "A," "C" or "D" (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum includes compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONSULTANT for each project upon completion of the specified Work, less any amount SUCCESSOR AGENCY was required to pay as a retainer. CONSULTANT shall submit to SUCCESSOR AGENCY an itemized invoice indicating the services performed and tasks completed, and any reimbursable out-of-pocket expenses incurred. If the amount of compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, SUCCESSOR AGENCY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, SUCCESSOR AGENCY shall pay all undisputed amounts included on the invoice. SUCCESSOR AGENCY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate accounting records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. SUCCESSOR AGENCY shall have the right to access and examine such records, without charge, during normal business hours. SUCCESSOR AGENCY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain the property of the SUCCESSOR AGENCY.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to SUCCESSOR AGENCY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which SUCCESSOR AGENCY may incur as a result of CONSULTANT's cessation or abandonment.

## II.
## PERFORMANCE OF AGREEMENT

2.1 SUCCESSOR AGENCY'S REPRESENTATIVES: SUCCESSOR AGENCY hereby designates its Executive Director and its legal counsel (hereinafter, the "SUCCESSOR AGENCY Representatives") to act as its representatives for the performance of this Agreement. The SUCCESSOR AGENCY Representatives or their designees shall act on behalf of SUCCESSOR AGENCY for all purposes under this Agreement. CONSULTANT

shall not accept directions or orders from any person other than the SUCCESSOR AGENCY Representatives or their designees.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Matthew Rodda to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with SUCCESSOR AGENCY staff in the performance of the Work and shall be available to SUCCESSOR AGENCY staff and the SUCCESSOR AGENCY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by SUCCESSOR AGENCY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the SUCCESSOR AGENCY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT;

F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to SUCCESSOR AGENCY for copying and inspection; and

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to SUCCESSOR AGENCY's willingness to enter into this Agreement. Accordingly, SUCCESSOR AGENCY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the SUCCESSOR AGENCY. In the absence of SUCCESSOR AGENCY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. SUCCESSOR AGENCY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of SUCCESSOR AGENCY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of SUCCESSOR AGENCY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all

benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the SUCCESSOR AGENCY Representatives, at their sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the SUCCESSOR AGENCY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of SUCCESSOR AGENCY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind SUCCESSOR AGENCY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, SUCCESSOR AGENCY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by SUCCESSOR AGENCY in writing.

## III.
## INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article.

CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and SUCCESSOR AGENCY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: Each insurance described above in Section 3.1 shall contain an endorsement naming the SUCCESSOR AGENCY and SUCCESSOR AGENCY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. SUCCESSOR AGENCY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the SUCCESSOR AGENCY

Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to SUCCESSOR AGENCY or SUCCESSOR AGENCY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by SUCCESSOR AGENCY or SUCCESSOR AGENCY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against SUCCESSOR AGENCY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that SUCCESSOR AGENCY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding SUCCESSOR AGENCY's financial well-being and, indirectly, the collective well-being of the residents of SUCCESSOR AGENCY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish SUCCESSOR AGENCY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to SUCCESSOR AGENCY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the SUCCESSOR AGENCY if requested**. All certificates of insurance and endorsements shall be received and approved by SUCCESSOR AGENCY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon SUCCESSOR AGENCY's written request, CONSULTANT shall also provide SUCCESSOR AGENCY with certified copies of all required insurance policies and endorsements.

## IV.
## INDEMNIFICATION

4.1 The provisions of this Article IV shall be subject to the limitation of liability set forth in paragraph number 11 under the heading "GENERAL TERMS" contained in Exhibits "A," "C" and "D."

4.2 The Parties agree that SUCCESSOR AGENCY and SUCCESSOR AGENCY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "SUCCESSOR AGENCY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense,

attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the SUCCESSOR AGENCY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that SUCCESSOR AGENCY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect SUCCESSOR AGENCY as set forth herein.

4.3 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the SUCCESSOR AGENCY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

4.4 SUCCESSOR AGENCY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due SUCCESSOR AGENCY from CONSULTANT as a result of CONSULTANT's failure to pay SUCCESSOR AGENCY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to SUCCESSOR AGENCY and SUCCESSOR AGENCY's elected and appointed officials, officers, employees, agents and volunteers.

4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend SUCCESSOR AGENCY and SUCCESSOR AGENCY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of SUCCESSOR AGENCY's choice.

4.7 SUCCESSOR AGENCY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by SUCCESSOR AGENCY, or the deposit with SUCCESSOR AGENCY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the SUCCESSOR AGENCY may have at law or in equity.

## V.
## TERMINATION

5.1 TERMINATION WITHOUT CAUSE: SUCCESSOR AGENCY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of SUCCESSOR AGENCY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, SUCCESSOR AGENCY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of SUCCESSOR AGENCY's written request. No actual or asserted breach of this Agreement on the part of SUCCESSOR AGENCY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict SUCCESSOR AGENCY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the

defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of SUCCESSOR AGENCY's issuance of a Default Notice for any failure of CONSULTANT to timely provide SUCCESSOR AGENCY or SUCCESSOR AGENCY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to SUCCESSOR AGENCY or SUCCESSOR AGENCY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, SUCCESSOR AGENCY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

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

by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. SUCCESSOR AGENCY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, SUCCESSOR AGENCY may submit a written request for additional time to cure the Event of Default upon a showing that SUCCESSOR AGENCY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with SUCCESSOR AGENCY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by SUCCESSOR AGENCY within five (5) calendar days from the date of CONSULTANT's Default Notice to SUCCESSOR AGENCY.

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

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to SUCCESSOR AGENCY at law or under this Agreement in the event of any breach of this Agreement, SUCCESSOR AGENCY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

   i. Upon written notice to CONSULTANT, SUCCESSOR AGENCY may immediately terminate this Agreement in whole or in part;

   ii. Upon written notice to CONSULTANT, SUCCESSOR AGENCY may extend the time of performance;

iii. SUCCESSOR AGENCY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. SUCCESSOR AGENCY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

## VI.
## MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of SUCCESSOR AGENCY without restriction or limitation upon their use or dissemination by SUCCESSOR AGENCY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to SUCCESSOR AGENCY, a perpetual license for SUCCESSOR AGENCY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that SUCCESSOR AGENCY shall be

granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by SUCCESSOR AGENCY. SUCCESSOR AGENCY shall grant such consent if disclosure is legally required. Upon request, all SUCCESSOR AGENCY data shall be returned to SUCCESSOR AGENCY upon the termination or expiration of this Agreement. CONSULTANT shall not use SUCCESSOR AGENCY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SUCCESSOR AGENCY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the Federal False Claims Act, 31 U.S.C. section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

| **CONSULTANT:** | **SUCCESSOR AGENCY:** |
|---|---|
| Matthew Rodda, Division Manager<br>Andersen Environmental<br>5261 West Imperial Highway<br>Los Angeles, CA 90045<br>Phone: 310-854-6300<br>mrodda@andersenenviro.com | Attn: Jose E. Pulido, Executive Director<br>City of Cudahy as successor agency to the former<br>Cudahy Community Development Commission<br>5220 Santa Ana Street<br>Cudahy, CA 90201<br>Phone: 323-773-5143<br>jpulido@cityofcudahyca.gov |

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written

approval of SUCCESSOR AGENCY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 SUCCESSOR AGENCY'S RIGHT TO EMPLOY OTHER CONSULTANTS: SUCCESSOR AGENCY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, SUCCESSOR AGENCY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of SUCCESSOR AGENCY, during the term of his or her service with SUCCESSOR AGENCY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement

together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to SUCCESSOR AGENCY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between SUCCESSOR AGENCY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which is not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 COUNTERPARTS: This Agreement may be executed in counterparts, which together shall comprise a single instrument.

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

**SUCCESSOR AGENCY:**

**City of Cudahy as successor agency to the former Cudahy Community Development Commission**

By:_____
Jose E. Pulido, Executive Director

**ANDERSEN ENVIRONMENTAL:**

By:_____
Matthew Rodda, Division Manager

**APPROVED AS TO FORM:**

By:_____
Isabel Birrueta, Counsel to Successor Agency

# EXHIBIT A

ANDERSEN ENVIRONMENTAL

An EFI Global Company

September 11, 2015

Olivarez Madruga, LLP
1100 South Flower Street, Suite 2200
Los Angeles, California 90015
Attn: Lloyd Pilchen

Proposal: **Phase II Environmental Site Assessment**
**8100 South Atlantic Avenue, Cudahy, CA 90201 (APN No. 6224-018-068)**

Dear Mr. Pilchen,

Andersen Environmental presents this proposal to perform a Phase II Environmental Site Assessment (ESA) at the above referenced property (the Site). Based on information obtained during our Phase I ESA (Andersen Environmental Project #1506-1067A), the Site was used as a gasoline service station from circa 1938 until 1986. It was also used as an auto repair facility from 1947 to 2005. The Site is now a Castro Discount Tires and Smog facility. In the Phase I ESA report, dated August 10, 2015, Andersen Environmental identified the following three Recognized Environmental Conditions (RECs) for the Site:

1. The open Leaking Underground Storage Tank (LUST) case associated with the former gas station, where elevated concentrations of petroleum hydrocarbons have been detected in soil and soil vapor.
2. The residual volatile organic compounds (VOCs) in soil vapor, which represent a potential Vapor Intrusion Condition (pVIC).
3. The former auto repair operations that were performed on Site for approximately 58 years (1947 to 2005).

With respect to the LUST case, Andersen Environmental reviewed the State Water Resources Control Board's (SWRCB's) GeoTracker website for current information and discovered that the SWRCB has now granted LUST case closure (SWRCB, August 19, 2015) per the agency's *Low-Threat Underground Storage Tank Case Closure Policy*. Therefore, we are proposing additional activities to address the remaining two RECs.

Given that the Site may potentially be redeveloped for residential purposes, Andersen Environmental proposes the following scope of work to evaluate whether historical Site activities have resulted in impacts that may pose an unacceptable risk to potential future residents.

## SCOPE OF SERVICES

### 1. Project Management

a. Provide project management of tasks completed by Andersen Environmental and its subcontractors.
b. As per law, notify Underground Services Alert (USA) of the pending field activities a minimum of 48 hours prior to the commencement of field activities.

**2. Soil and Soil Vapor Sampling -- Former Auto Repair Facility**

a. Advance up to five soil borings to assess the auto repair operations in the eastern portion of the Site using a dolly mounted direct push rig. The borings will be advanced to a maximum depth of 10 feet below ground surface (bgs). At least two of the borings will be located within the footprint of the former auto repair structure.

b. Soil samples will be collected at depths of approximately 2, 5, and 10 feet bgs. Soil samples will be examined for odor and discoloration, and will be field-screened for volatile organic compounds (VOCs) using a Photo Ionization Detector (PID).

c. Install a temporary soil vapor probe at 5 feet bgs in each borehole. Soil vapor samples will be collected from approximately 5 feet bgs by applying a vacuum to the probes and drawing soil gas into Laboratory-provided SUMMA cans.

d. Analyze one soil sample per boring (up to five samples total) for Extractable Range Petroleum Hydrocarbons (ERPH) by EPA 8015M and VOCs by EPA Method 8260B on a 5-day turnaround time (TAT). All sample analyses will be conducted in a state-certified laboratory. Samples not analyzed will be archived at the laboratory for potential future analysis in the event that additional subsurface characterization is warranted.

e. Each soil vapor sample (up to five total) will be analyzed for VOCs by EPA Method 8260B on a 5-day TAT.

f. All samples will be handled according to best industry practices with respect to sample integrity, preservation, and cross contamination prevention. All laboratory analysis will be conducted at a State of California certified environmental testing laboratory.

g. Backfill holes with bentonite and patch at surface with concrete or asphalt upon completion of work.

**3. Report Preparation**

a. Prepare a Phase II ESA Report detailing the on-Site activities, the results of our investigation, and our conclusions and recommendations.

b. Perform commercial and residential vapor intrusion risk assessments using the Johnson-Ettinger Model. As a conservative approach, the recent and historical Site assessment data, including data collected by others, will be compared, and the highest VOC concentrations in soil vapor will be selected for modeling.

c. A draft of the Report will be provided to the Client for review prior to finalizing the Report. The final report will be signed and stamped by a California Registered Professional Geologist (PG).

## SCHEDULE

The commencement of the project will be scheduled to begin at a mutually agreeable date, following the receipt of written approval and retainer. **To allow for utility marking per State law, no subterranean work may commence less than a minimum of 48 hours from our receipt of the signed agreement.** It should be noted that the schedule may be impeded by factors beyond Andersen Environmental's control. The project is estimated to take approximately 3-4 weeks in total.

- Permitting/Scheduling/Mobilization: Approximately 1 Week
- Fieldwork: Approximately 1 Day
- Laboratory Analysis/Verbal Results: Approximately 1 Week
- Written Report: Approximately 1 to 2 Weeks

## COST

All material is guaranteed to be as specified, and the work is to be performed in accordance with the above Scope and completed in workmanlike manner for the sum of **$8,550.00**.

*If Client is not the Lender, a retainer of **$4,250.00** is required prior to the initiation of field activities and the balance is due prior to issuing the report.*

**THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE HEREIN.**

## STANDARD BID ASSUMPTIONS/EXCLUSIONS:

1. Client shall facilitate site access as necessary.
2. Client shall provide AE with "as-built" drawings indicating the locations of underground utilities/obstructions for review, as USA may be limited to only marking utilities in the public right of way and may not identify abandoned pipes, sewer lines, unregistered utilities or other unidentified subsurface features. If drawings are unavailable, AE can provide utility locating services or "air knifing" for an additional fee. Nonetheless, AE will not be held responsible for damage to underground utilities.
3. Site security is the responsibility of the client unless otherwise specified by the contract.
4. Cancelation by client within 24-hours of planned field activities will result in a $500 cancelation fee.
5. Andersen Environmental is not responsible for noise, dust, vapors, or odors emanating from the work area. As feasible, Andersen Environmental will limit these disruptions.
6. Any delays caused by the client or its tenant will be billed for all standby time associated with all labor and equipment.
7. Andersen Environmental is not responsible for damage or replacement of any flooring (carpeting, tiles, etc.). Furthermore, Andersen Environmental assumes that building materials which may be disturbed are not asbestos containing building materials. For an additional fee, Andersen Environmental can provide the service of testing building materials for asbestos.
8. Andersen Environmental is not responsible for repair or replacement of landscaping or hardscape damaged by field activities.
9. This estimate assumes that work will be conducted during normal working hours with unobstructed access to the work area.
10. Andersen Environmental assumes the concrete slab is not a post tension slab. If the concrete slab is a post tension slab, Andersen Environmental must be notified in advance and an additional cost for identifying the location of post tension wires will apply.
11. Any waste generated during field activities is the legal responsibility of the client. As such, the client or their legal entity will be named as the generator of the waste on the waste disposal manifest. Unless otherwise specified by the Scope of Work above, disposal of such waste is also the financial responsibility of the client.

## GENERAL CONDITIONS

1. Test specimens are generally consumed or substantially altered during testing and disposed of immediately upon completion of tests, unless specifically requested by the client to be preserved for greater duration. (In the latter case, additional charges may apply.)
2. In the process of work there are times when previously unforeseen issues arise that may affect the progress and/or cost significantly. The resolution of such issues requires active participation of and authorization by the Client. In many cases the speed in which such issues are resolved also becomes a factor in the ultimate cost of the solution. Any such circumstances which require additional materials or outside services will be billed for at cost plus 25%. Therefore, the Client or its duly authorized representative shall be present on site or available by phone at all times when work is performed by Andersen Environmental or its subcontractors.

3. Should the Client or its representative not be available as above, if in Andersen Environmental's judgment proceeding with the work may involve significant extra expenses to the Client, Andersen Environmental shall have the right to stop work until further clarification of the issue with the Client. In such a case, the resulting costs of demobilization, remobilization and/or idling time of labor and equipment, shall be billable to the Client.
4. The Scope of Services represents our economical approach for assessment of the suspect contamination. It is not unlikely, however, that once our report is reviewed by the governing agency(ies), they may require additional information and/or actions such as additional test holes, additional wells, periodic sampling and testing, periodic reports, and others. Compliance with such requirements, if desired by the Client, will constitute additional scope.
5. The scope of work described in this Proposal is not intended to be comprehensive, identify all potential concerns, or eliminate the possibility of the site having some degree of environmental problem. No degree of assessment can ascertain that a site is completely free of hazardous substances.
6. If extended investigation is required, e.g. partial or better definition of an extent (plume) of contamination, the cost to conduct such further research is specifically excluded from the scope of this investigation. Andersen Environmental will be pleased to provide such additional service. Extra cost proposal(s), if and as necessary, will be submitted to the client in due time.
7. The report will be issued with the understanding that it will be the responsibility of the Client, or of his representative, to ensure proper/legal disclosures to public, private and regulatory entities.
8. The interpretations and recommendations of the report will be based on the data collected and our present working knowledge of environmental site investigations. As such, the report will be valid as of the date shown and we will not be held responsible for subsequent changes in physical/chemical/environmental conditions and/or legislation over which we have no control.
9. Client shall obtain the necessary authorizations to allow its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by Andersen Environmental. It is the client's responsibility to obtain all required permits prior to the commencement of scheduled fieldwork. Client agrees that any part or parcel of property to which Andersen Environmental is not provided direct and free access will not be subject to claim by Client against Andersen Environmental under this agreement. By signing this proposal, Client has authorized a right-of-entry unto the property and has further signified that he has obtained said right-of-entry from the property owner and/or tenant.
10. Andersen Environmental's professional services, findings and recommendations will be performed and/or prepared in accordance with generally accepted engineering practices. The professional opinions of Andersen Environmental will be based upon conditions reveled at exploration locations and reconnaissance of surrounding terrain or through research efforts. Andersen Environmental's professional services on any given site are limited. It is agreed that Andersen Environmental is not responsible for the effect that unknowns, such as acts of others on adjoining properties, variables beyond the control of Andersen Environmental may have on any opinion rendered hereunder. Andersen Environmental's professional services, findings and recommendations will be obtained and prepared in accordance with generally accepted current engineering practices. No opinions or warranties of any kind are given by Andersen Environmental except those expressly written in Andersen Environmental's reports.

## GENERAL TERMS

1. Andersen Environmental, will diligently proceed with the work outlined in the agreed Scope of Services and will execute all activities in a timely manner.
2. Andersen Environmental is responsible for completion of the work in accordance with this contract. All work is to be completed according to standard practices.
3. Invoices will be submitted progressively, unless otherwise provided by contract or special arrangements. Invoices shall be due and payable upon receipt. A late payment charge of 1-1\2 percent per month will be payable on any amount not paid within 30 days of invoice date, payments thereafter to be applied first to accrued late payment charges and then to the principle amount. Payments overdue 60 days will be turned over

to collection. Client shall reimburse Andersen Environmental for all reasonable collection costs including but not limited to charges made by collection agents up to but not exceeding 30% of the principal balance due.

4. If Client fails to pay pursuant to the payment schedule stated above, Andersen Environmental, has the right to stop work and keep the job idle until past due payments are made.
5. Andersen Environmental, shall not be held responsible for loss or damage arising from delays caused by fires, earthquakes, rains, strikes, labor troubles, accidents, failure of Client to make progress payments when due, or any other delays resulting from causes beyond the control of Andersen Environmental, Inc.
6. The rights and obligations of the parties to this agreement shall be governed and controlled by the laws of the State of California. In the event of any unresolved controversy or dispute between the parties to this agreement; or any unresolved controversy or dispute between those claiming by or through the parties; then the same shall be submitted to and resolved by binding arbitration before the American Arbitration Association, Los Angeles Section, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then prevailing. In the event of any such arbitration proceeding, the parties shall be fully entitled to all rights of civil discovery afforded under the laws of the State of California Discovery Act, and the parties do hereby expressly incorporated herein the provisions of Code of Civil Procedure, Sections 1283.05 and 1283.1.
7. The award of the arbitrator shall be supported by a written statement of decision in a form and content provided by Code of Civil Procedure, Section 632.
8. The arbitrator shall determine the identity of the prevailing party. The prevailing party shall be entitled to recover its arbitration expenses and costs, including, but not necessarily limited to, reasonable attorney's fees and expert witness fees.
9. No action respecting the negotiation and/or preparation of the contract and no action arising from or related to the contract ,or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise.
10. This agreement is a fully integrated and represents the entire, complete, final and exclusive agreement by and between the parties hereto with respect to its subject matter. No party hereto is relying upon any other agreements, promises, or representations, whether the same are allegedly expressed, implied, oral, contemporaneous or prior. This agreement may only be modified by a subsequent writing to be signed by the party to be charged and may not be modified by any purported subsequent oral agreement whether or not the same is or alleged to be executed.
11. Client acknowledges that it is aware of the inherent risks involved in construction, limitations inherent to the contract services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorney fees, expert fees or other costs of defense, or expenses (collectively “Claims”) to be levied against Andersen Environmental arising out of or relating to any design defect, error, omission, professional negligence or other promise of Andersen Environmental (collective “Liabilities) to $1,000,000. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The fee charged to the Client for the services to be rendered pursuant to this agreement has been established with regard to the legal effect of this Limitation of Liability. Increased limits of liability can be negotiated for an additional fee.
12. Andersen Environmental does not assume any responsibility or liability for services, testing, design(s), or recommendations performed or provided by others, or for products manufactured by others.
13. Any and all communications required or permitted under this agreement shall be made only in writing, properly addressed to the party to be notified and supported by confirmation and/or proof of delivery thereof to the party to be notified.
14. This agreement shall not create any rights or benefits to parties other than Client and Andersen Environmental, except such other rights as may be specifically called for herein.
15. This Proposal has been mutually negotiated and drafted by and between Client and Andersen Environmental.

## STANDARD OF SERVICES

1. In preparing the Report, Andersen Environmental may review and interpret certain information provided by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Andersen Environmental will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.
2. Field tests or boring locations described in Andersen Environmental's report or shown on sketches are based on specific information furnished by others or estimates made in the field by Andersen Environmental's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in Andersen Environmental's proposal or report.
3. The services to be performed by Andersen Environmental shall not include an analysis or determination by Andersen Environmental as to whether the Client is in compliance with federal, state, or local laws, statues, ordinances, or regulations.
4. Client acknowledges that the services may involve the use of tests, calculations, analyses and procedures which are in constant state of change and refinement and that changes in methods and procedures have been made, are now being made, and are expected to be made in the future. Client recognizes that current environmental industry standards, including the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may change as knowledge increases and the state of the practice continues to improve. Client recognizes that common exploration methods used for investigations, such as drilling, boring or excavating trenches involve an inherent risk to the site and adjoining properties. In the event Andersen Environmental is to conduct test borings or establish monitoring wells, Client acknowledges that the accuracy of said test borings and wells relates only to the specific location of the boring or the well and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance and that greater accuracy may be obtained when the number of test borings or monitoring wells are increased.

## WARRANTY AND REMEDY

1. Our professional services will be provided to perform the Scope of Services in our Proposal. Our professional services will be performed using that degree of care and skill ordinarily exercised by reputable consultants practicing under similar conditions in this, or similar localities at the time our services are rendered. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED HEREBY; ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NO GUARANTEE OR REPRESENTATION IS MADE OR INTENDED BY ANY ANDERSEN ENVIRONMENTAL REPORT (WRITTEN OR ORAL), DOCUMENT, OPINION (WRITTEN OR ORAL), PLAN OR SPECIFICATION OR OTHERWISE, EXCEPTING THAT ANDERSEN ENVIRONMENTAL'S SERVICES WILL CONFORM TO GENERALLY ACCEPTED PROFESSIONAL STANDARDS AS DESCRIBED ABOVE.

2. In the event it is determined by a tribunal with jurisdiction over Andersen Environmental (or in the event that Andersen Environmental and Client so agree in the course of resolving a claim or dispute) that professional services performed by Andersen Environmental for Client did not meet the standard of generally accepted practice defined above, Andersen Environmental will re-perform, at its expense, reasonable corrective actions (limited to the type of services originally provided and subject to the limit of liability set out elsewhere herein) in order to provide Client with services which meet the above standard of generally accepted practices, PROVIDED that Client give Andersen Environmental notice of such failure to meet such standards in writing within six (6) months of the completion of Andersen Environmental's services (claims later than six months being time-barred by this agreement).

3. Client expressly agrees that Andersen Environmental need not pay for re-performance of any work by any non-Andersen Environmental company and Client agrees to make no claim against Andersen Environmental for the cost of such work if Client elects to have such work performed by another firm.

4. There are no third party beneficiaries made or intended concerning any provision of this agreement.

**INTENTIONALLY LEFT BLANK**

## ACCEPTANCE

The individual executing this Proposal on behalf of Client represents and warrants that it has the right, power, legal capacity and authority to execute this Proposal and to bind the party for whom it is signing.

Respectfully submitted,

Brian Martasin, PG
Principal Geologist

Approved and Accepted by:

_____
Signature

_____
Name and Title

_____
Date

***If this contract has been signed by anyone other than who it was addressed to, please provide your contact information:***

*Name:*_____*Company Name:*_____

*Business Address:*_____

*Phone:*_____*E-mail*_____

| SITE CONTACT INFORMATION |
|---|
| *Name:*_____*Phone:*_____ |
| *Relationship to property:*_____ |

# EXHIBIT C

ANDERSEN ENVIRONMENTAL

An EFI Global Company

August 12, 2015

Olivarez Madruga, LLP
1100 South Flower Street, Suite 2200
Los Angeles, California 90015
Attn: Lloyd Pilchen

Proposal: **Phase II Environmental Site Assessment (R1)**
**7638 and 7660 South Atlantic Avenue, Cudahy, CA 90201 (APN #'s: 6226-022-008 and -023)**

Dear Mr. Pilchen,

Andersen Environmental presents this proposal to perform a Phase II ESA at the above referenced property. Based on the information obtained during the Phase I ESA by Andersen Environmental (Andersen Environmental project #1506-1067D) dry-cleaning operations were previously conducted in the central-western portion of the property (7638 Atlantic Avenue) for at least 10 years between 1947 and 1958. Dry cleaning operations typically use chlorinated solvents, particularly tetrachloroethylene (PCE or "Perc") during the dry cleaning process. Chlorinated solvents are highly mobile chemicals that can easily accumulate in soil and migrate to groundwater beneath a facility. Furthermore, PCE is a suspected carcinogen. Accordingly, the presence of the former dry cleaner for at least 10 years is considered a *recognized environmental condition* for the subject property.

Additionally, a gasoline service station occupied the southwest portion of the property (7660 Atlantic Avenue) from 1947 to at least 1966, and may have been present until 1971. No information was identified pertaining to the operation, location, or status (i.e. removal) of the associated underground storage tank (UST) system. If the associated UST system was removed, no documentation was available indicating whether soil samples were collected and analyzed for the presence of petroleum hydrocarbons during the removal and/or abandonment of USTs during the presumed demolition of the gas station between 1966 and 1971. Therefore, the presence of the former gasoline service station for at least 19 years is considered a *recognized environmental condition* for the subject property.

Andersen Environmental understands the subject property may potentially be redeveloped for residential purposes. As such, Andersen Environmental proposes the following scope of work designed to evaluate whether dry cleaning operations or automotive fueling activities have significantly impacted the subsurface of the property:

## SCOPE OF SERVICES

### 1. Project Management

a. Provide project management of tasks completed by Andersen Environmental and its subcontractors.
b. As per law, notify Underground Services Alert (USA) of the pending field activities a minimum of 48-hour prior to the commencement of field activities.

**2. Geophysical Survey**

a. Conduct a geophysical survey consisting of ground penetrating radar, electromagnetic induction (EMI), and magnetometer equipment in the southwest parking lot area of the property to search for current/former UST locations. ***Note: Survey areas will need to be clear of all vehicles and other obstructions to complete a thorough survey of the site without delays.*** *The scope of work includes two hours onsite due to the UST location uncertainty and size of the area to be surveyed. Any additional time beyond 2-hours onsite will be billed at $500 per hour.*

**3. Soil Vapor Survey- Former Dry Cleaner**

a. Conduct a soil vapor survey at the location of the former dry cleaner consisting of up to five (5) soil vapor probes. Sample probes will be advanced using hand or truck-mounted equipment. Probes will be advanced to 5-feet bgs and will include borings within the former footprint and at the rear of the former dry cleaning structure. Soil vapor samples will be collected by applying a vacuum to the probes and drawing air from the soil and analyzed in an onsite mobile lab for the presence of volatile organic compounds (VOCs) by modified EPA Method 8021 or 8260B.
b. Collect one soil sample at the location with the highest soil vapor concentrations for submittal to a state certified laboratory for VOCs by EPA Method 8260 on a 5-day turnaround time.
c. Backfill the holes with bentonite upon completion of work.

**4. Soil and Soil Vapor Sampling- Former Gas Station**

a. Advance up to four soil borings to a maximum depth of 20-feet below ground surface using a direct push sampling rig. Borings will be advanced to assess the area of the former gasoline service station, including two interior and two exterior locations, with exterior locations to be chosen based on the results of the geophysical survey.
b. Soil samples will be collected at 5-foot intervals in each boring and will be examined for odor, discoloration and will be field screened for volatile organic compounds (VOCs) utilizing a Photo Ionization Detector (PID). Samples will be handled according to best industry practices with respect to sample integrity preservation and cross contamination prevention.
c. If evidence of contamination is observed in any of the soil samples collected from the gas station borings, Andersen Environmental will analyze one soil sample per boring (total of four) for total petroleum hydrocarbons – carbon chain distribution (TPHcc) by EPA 8015M, and volatile organic compounds (VOCs) by EPA Method 8260B. All sample analyses will be conducted in a State Certified Laboratory. Samples not analyzed will be archived at the laboratory for potential future analysis in the event that additional subsurface characterization is warranted.
d. In the borings where no obvious contamination is observed in the soil samples, Andersen Environmental will alternately collect one soil vapor sample from each boring location (up to 4 total) at depths of 15-feet bgs at the discretion of the Andersen Environmental's field geologist for VOC analysis. In addition, one soil sample per boring will still be selected for TPHcc analysis. Soil vapor samples will be analyzed in an onsite mobile laboratory for VOCs including fuel-related compounds by EPA Method 8021 or 8260B.
e. Backfill and patch all borings with concrete at the surface.

**5. Report Preparation**

a. Provide a Phase II ESA Report which will detail the onsite activities, the results of our investigation, and our conclusions and recommendations. If elevated VOCs are detected in the soil vapor samples collected and analyzed from the Site, Andersen Environmental will include a residential vapor intrusion risk assessment using the Johnson Ettinger model within our report. A draft of the Report will be provided to the Client for review prior to finalizing the Report. The final report will be signed and stamped by a California Registered Professional Geologist (PG).

## SCHEDULE

The commencement of the project will be scheduled to begin at a mutually agreeable date, following the receipt of written approval and retainer. **To allow for utility marking per State law, no subterranean work may commence less than a minimum of 48 hours from our receipt of the signed agreement.** It should be noted that the schedule may be impeded by factors beyond Andersen Environmental's control. The project is estimated to take approximately 3-4 weeks in total.

- Permitting/Scheduling/Mobilization: Approximately 1-Week
- Fieldwork: Approximately 1-Day
- Laboratory Analysis/Verbal Results: Approximately 1-Week
- Written Report: Approximately 1-2 Weeks

## COST

All material is guaranteed to be as specified, and the work is to be performed in accordance with the above Scope and completed in workmanlike manner for the sum of **$13,450.00**.

*If Client is not the Lender, a retainer of **$7,000.00** is required prior to the initiation of field activities and the balance is due prior to issuing the report.*

**THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE HEREIN.**

## STANDARD BID ASSUMPTIONS/EXCLUSIONS:

1. Client shall facilitate site access as necessary.
2. Client shall provide AE with "as-built" drawings indicating the locations of underground utilities/obstructions for review, as USA may be limited to only marking utilities in the public right of way and may not identify abandoned pipes, sewer lines, unregistered utilities or other unidentified subsurface features. If drawings are unavailable, AE can provide utility locating services or "air knifing" for an additional fee. Nonetheless, AE will not be held responsible for damage to underground utilities.
3. Site security is the responsibility of the client unless otherwise specified by the contract.
4. Cancelation by client within 24-hours of planned field activities will result in a $500 cancelation fee.
5. Andersen Environmental is not responsible for noise, dust, vapors, or odors emanating from the work area. As feasible, Andersen Environmental will limit these disruptions.
6. Any delays caused by the client or its tenant will be billed for all standby time associated with all labor and equipment.
7. Andersen Environmental is not responsible for damage or replacement of any flooring (carpeting, tiles, etc). Furthermore, Andersen Environmental assumes that building materials which may be disturbed are not asbestos containing building materials. For an additional fee, Andersen Environmental can provide the service of testing building materials for asbestos.
8. Andersen Environmental is not responsible for repair or replacement of landscaping or hardscape damaged by field activities.
9. This estimate assumes that work will be conducted during normal working hours with unobstructed access to the work area.
10. Andersen Environmental assumes the concrete slab is not a post tension slab. If the concrete slab is a post tension slab, Andersen Environmental must be notified in advance and an additional cost for identifying the location of post tension wires will apply.

11. Any waste generated during field activities is the legal responsibility of the client. As such, the client or their legal entity will be named as the generator of the waste on the waste disposal manifest. Unless otherwise specified by the Scope of Work above, disposal of such waste is also the financial responsibility of the client.

## GENERAL CONDITIONS

1. Test specimens are generally consumed or substantially altered during testing and disposed of immediately upon completion of tests, unless specifically requested by the client to be preserved for greater duration. (In the latter case, additional charges may apply.)
2. In the process of work there are times when previously unforeseen issues arise that may affect the progress and/or cost significantly. The resolution of such issues requires active participation of and authorization by the Client. In many cases the speed in which such issues are resolved also becomes a factor in the ultimate cost of the solution. Any such circumstances which require additional materials or outside services will be billed for at cost plus 25%. Therefore, the Client or its duly authorized representative shall be present on site or available by phone at all times when work is performed by Andersen Environmental or its subcontractors.
3. Should the Client or its representative not be available as above, if in Andersen Environmental's judgment proceeding with the work may involve significant extra expenses to the Client, Andersen Environmental shall have the right to stop work until further clarification of the issue with the Client. In such a case, the resulting costs of demobilization, remobilization and/or idling time of labor and equipment, shall be billable to the Client.
4. The Scope of Services represents our economical approach for assessment of the suspect contamination. It is not unlikely, however, that once our report is reviewed by the governing agency(ies), they may require additional information and/or actions such as additional test holes, additional wells, periodic sampling and testing, periodic reports, and others. Compliance with such requirements, if desired by the Client, will constitute additional scope.
5. The scope of work described in this Proposal is not intended to be comprehensive, identify all potential concerns, or eliminate the possibility of the site having some degree of environmental problem. No degree of assessment can ascertain that a site is completely free of hazardous substances.
6. If extended investigation is required, e.g. partial or better definition of an extent (plume) of contamination, the cost to conduct such further research is specifically excluded from the scope of this investigation. Andersen Environmental will be pleased to provide such additional service. Extra cost proposal(s), if and as necessary, will be submitted to the client in due time.
7. The report will be issued with the understanding that it will be the responsibility of the Client, or of his representative, to ensure proper/legal disclosures to public, private and regulatory entities.
8. The interpretations and recommendations of the report will be based on the data collected and our present working knowledge of environmental site investigations. As such, the report will be valid as of the date shown and we will not be held responsible for subsequent changes in physical/chemical/environmental conditions and/or legislation over which we have no control.
9. Client shall obtain the necessary authorizations to allow its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by Andersen Environmental. It is the client's responsibility to obtain all required permits prior to the commencement of scheduled fieldwork. Client agrees that any part or parcel of property to which Andersen Environmental is not provided direct and free access will not be subject to claim by Client against Andersen Environmental under this agreement. By signing this proposal, Client has authorized a right-of-entry unto the property and has further signified that he has obtained said right-of-entry from the property owner and/or tenant.
10. Andersen Environmental's professional services, findings and recommendations will be performed and/or prepared in accordance with generally accepted engineering practices. The professional opinions of Andersen Environmental will be based upon conditions reveled at exploration locations and reconnaissance of surrounding terrain or through research efforts. Andersen Environmental's professional services on any given site are limited. It is agreed that Andersen Environmental is not responsible for the effect that unknowns, such as acts of others on adjoining properties, variables beyond the control of Andersen Environmental may have on

any opinion rendered hereunder. Andersen Environmental's professional services, findings and recommendations will be obtained and prepared in accordance with generally accepted current engineering practices. No opinions or warranties of any kind are given by Andersen Environmental except those expressly written in Andersen Environmental's reports.

## GENERAL TERMS

1. Andersen Environmental, will diligently proceed with the work outlined in the agreed Scope of Services and will execute all activities in a timely manner.
2. Andersen Environmental is responsible for completion of the work in accordance with this contract. All work is to be completed according to standard practices.
3. Invoices will be submitted progressively, unless otherwise provided by contract or special arrangements. Invoices shall be due and payable upon receipt. A late payment charge of 1-1\2 percent per month will be payable on any amount not paid within 30 days of invoice date, payments thereafter to be applied first to accrued late payment charges and then to the principle amount. Payments overdue 60 days will be turned over to collection. Client shall reimburse Andersen Environmental for all reasonable collection costs including but not limited to charges made by collection agents up to but not exceeding 30% of the principal balance due.
4. If Client fails to pay pursuant to the payment schedule stated above, Andersen Environmental, has the right to stop work and keep the job idle until past due payments are made.
5. Andersen Environmental, shall not be held responsible for loss or damage arising from delays caused by fires, earthquakes, rains, strikes, labor troubles, accidents, failure of Client to make progress payments when due, or any other delays resulting from causes beyond the control of Andersen Environmental, Inc.
6. The rights and obligations of the parties to this agreement shall be governed and controlled by the laws of the State of California. In the event of any unresolved controversy or dispute between the parties to this agreement; or any unresolved controversy or dispute between those claiming by or through the parties; then the same shall be submitted to and resolved by binding arbitration before the American Arbitration Association, Los Angeles Section, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then prevailing. In the event of any such arbitration proceeding, the parties shall be fully entitled to all rights of civil discovery afforded under the laws of the State of California Discovery Act, and the parties do hereby expressly incorporated herein the provisions of Code of Civil Procedure, Sections 1283.05 and 1283.1.
7. The award of the arbitrator shall be supported by a written statement of decision in a form and content provided by Code of Civil Procedure, Section 632.
8. The arbitrator shall determine the identity of the prevailing party. The prevailing party shall be entitled to recover its arbitration expenses and costs, including, but not necessarily limited to, reasonable attorney's fees and expert witness fees.
9. No action respecting the negotiation and/or preparation of the contract and no action arising from or related to the contract ,or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise.
10. This agreement is a fully integrated and represents the entire, complete, final and exclusive agreement by and between the parties hereto with respect to its subject matter. No party hereto is relying upon any other agreements, promises, or representations, whether the same are allegedly expressed, implied, oral, contemporaneous or prior. This agreement may only be modified by a subsequent writing to be signed by the party to be charged and may not be modified by any purported subsequent oral agreement whether or not the same is or alleged to be executed.
11. Client acknowledges that it is aware of the inherent risks involved in construction, limitations inherent to the contract services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorney fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against Andersen Environmental arising out of or relating to any design defect, error, omission, professional negligence or other promise of Andersen Environmental (collective "Liabilities) to $1,000,000. This limitation shall apply regardless of the cause of action or legal theory pled or

asserted. The fee charged to the Client for the services to be rendered pursuant to this agreement has been established with regard to the legal effect of this Limitation of Liability. Increased limits of liability can be negotiated for an additional fee.

12. Andersen Environmental does not assume any responsibility or liability for services, testing, design(s), or recommendations performed or provided by others, or for products manufactured by others.
13. Any and all communications required or permitted under this agreement shall be made only in writing, properly addressed to the party to be notified and supported by confirmation and/or proof of delivery thereof to the party to be notified.
14. This agreement shall not create any rights or benefits to parties other than Client and Andersen Environmental, except such other rights as may be specifically called for herein.
15. This Proposal has been mutually negotiated and drafted by and between Client and Andersen Environmental.

## STANDARD OF SERVICES

1. In preparing the Report, Andersen Environmental may review and interpret certain information provided by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Andersen Environmental will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.
2. Field tests or boring locations described in Andersen Environmental's report or shown on sketches are based on specific information furnished by others or estimates made in the field by Andersen Environmental's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in Andersen Environmental's proposal or report.
3. The services to be performed by Andersen Environmental shall not include an analysis or determination by Andersen Environmental as to whether the Client is in compliance with federal, state, or local laws, statues, ordinances, or regulations.
4. Client acknowledges that the services may involve the use of tests, calculations, analyses and procedures which are in constant state of change and refinement and that changes in methods and procedures have been made, are now being made, and are expected to be made in the future. Client recognizes that current environmental industry standards, including the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may change as knowledge increases and the state of the practice continues to improve. Client recognizes that common exploration methods used for investigations, such as drilling, boring or excavating trenches involve an inherent risk to the site and adjoining properties. In the event Andersen Environmental is to conduct test borings or establish monitoring wells, Client acknowledges that the accuracy of said test borings and wells relates only to the specific location of the boring or the well and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance and that greater accuracy may be obtained when the number of test borings or monitoring wells are increased.

## WARRANTY AND REMEDY

1. Our professional services will be provided to perform the Scope of Services in our Proposal. Our professional services will be performed using that degree of care and skill ordinarily exercised by reputable consultants practicing under similar conditions in this, or similar localities at the time our services are rendered. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED HEREBY; ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NO GUARANTEE OR REPRESENTATION IS MADE OR INTENDED BY ANY ANDERSEN ENVIRONMENTAL REPORT (WRITTEN OR ORAL), DOCUMENT, OPINION (WRITTEN OR ORAL), PLAN OR SPECIFICATION OR OTHERWISE, EXCEPTING THAT ANDERSEN ENVIRONMENTAL'S SERVICES WILL CONFORM TO GENERALLY ACCEPTED PROFESSIONAL STANDARDS AS DESCRIBED ABOVE.
2. In the event it is determined by a tribunal with jurisdiction over Andersen Environmental (or in the event that Andersen Environmental and Client so agree in the course of resolving a claim or dispute) that professional

services performed by Andersen Environmental for Client did not meet the standard of generally accepted practice defined above, Andersen Environmental will re-perform, at its expense, reasonable corrective actions (limited to the type of services originally provided and subject to the limit of liability set out elsewhere herein) in order to provide Client with services which meet the above standard of generally accepted practices, PROVIDED that Client give Andersen Environmental notice of such failure to meet such standards in writing within six (6) months of the completion of Andersen Environmental's services (claims later than six months being time-barred by this agreement).

3. Client expressly agrees that Andersen Environmental need not pay for re-performance of any work by any non Andersen Environmental company and Client agrees to make no claim against Andersen Environmental for the cost of such work if Client elects to have such work performed by another firm.

4. There are no third party beneficiaries made or intended concerning any provision of this agreement.

**INTENTIONALLY LEFT BLANK**

## ACCEPTANCE

The individual executing this Proposal on behalf of Client represents and warrants that it has the right, power, legal capacity and authority to execute this Proposal and to bind the party for whom it is signing.

Respectfully submitted,

John G. Siskowic, PG
Senior Project Manager

Approved and Accepted by:

_____
Signature

_____
Name and Title

_____
Date

***If this contract has been signed by anyone other than who it was addressed to, please provide your contact information:***

*Name:*_____*Company Name:*_____

*Business Address:*_____

*Phone:*_____*E-mail*_____

| SITE CONTACT INFORMATION |
|---|
| *Name:*_____*Phone:*_____ |
| *Relationship to property:*_____ |

# EXHIBIT D

ANDERSEN ENVIRONMENTAL

An EFI Global Company

September 15, 2015

Olivarez Madruga, LLP
1100 South Flower Street, Suite 2200
Los Angeles, California 90015
Attn: Lloyd Pilchen

Proposal: **Phase II Environmental Site Assessment**
**8135, 8201, and 8221 South Atlantic Avenue, Cudahy, CA 90201 (APN Numbers 6224-022-001, 6224-022-002, and 6224-022-012)**

Dear Mr. Pilchen,

Andersen Environmental presents this proposal to perform a Phase II Environmental Site Assessment (ESA) at the above referenced property (the Site). The Site is occupied by three light industrial structures and one residential structure. Based on information obtained during our Phase I ESA (Andersen Environmental Project No. 1506-1067D), the Site has been used for light industrial purposes, including steel and metal parts distribution, toy manufacturing, and auto body repair services. The Site comprises three parcels; the northernmost parcel is being used for auto collision repair, and the southern two parcels are vacant.

The southern half of the Site included two underground storage tanks (USTs), both of which have been removed. One was a 4,000-gallon gasoline tank that was listed in the Leaking Underground Storage Tank (LUST) database, and one was a 1,000-gallon gasoline tank. Case Closure for both USTs has been granted by the Los Angeles Regional Water Quality Control Board (LARWQCB) in accordance with their *Low-Threat Underground Storage Tank Case Closure Policy*.

In the Phase I ESA Report, Andersen Environmental identified the following Recognized Environmental Conditions (RECs) for the Site:

- The former use of a spray booth on-Site in toy manufacturing operations for up to 15 years (1968 to 1983).
- An area of standing wastewater on the southern side of the northern parcel, near the existing facility's main hazardous materials storage area, where the underlying asphalt appeared to be in poor condition.
- A below-grade hydraulic hoist in the northwestern corner of the northern parcel. Based on the pre-1977 installation of the hydraulic hoist, the potential exists that the hydraulic fluid historically used within the lift system contained polychlorinated biphenyls (PCBs).
- The historical bus repair operations from sometime prior to 1984 until 1991. The facility performed parts washing and may have improperly disposed of hazardous waste from these operations, with a potential for subsurface impacts.

Andersen Environmental also identified the following Historical Recognized Environmental Conditions (HRECs) for the Site:

- The former 4,000-gallon gasoline UST used in industrial operations on the southern portion of the Site.

- A former wastewater separator/sump used in industrial operations on the southern portion of the Site.

Given that the Site may be redeveloped for either residential or commercial purposes, Andersen Environmental proposes the following scope of work to evaluate whether historical Site activities have resulted in impacts that may pose an unacceptable risk to potential future occupants under both residential and commercial use scenarios.

## SCOPE OF SERVICES

### 1. Project Management

a. Provide project management of tasks completed by Andersen Environmental and its subcontractors.
b. As per law, notify Underground Services Alert (USA) of the pending field activities a minimum of 48 hours prior to the commencement of field activities.

### 2. Soil and Soil Vapor Sampling

a. Advance up to 12 borings using a dolly-mounted, direct-push rig, as follows:
   - Advance up to seven soil borings within the northernmost parcel: three to assess the identified RECs, and four to assess general Site conditions in the area of the ongoing auto repair operations. One boring will be located adjacent to the area of standing water, one will be adjacent to the spray paint booth, and one will be adjacent to the hydraulic hoist. Three borings will be located within the footprint of the currently occupied building, and one will be north of the building.
   - Advance up to five borings within the southern, vacant portion of the Site: two to address the former UST locations, one adjacent to the former sand and grease trap, and two to assess general Site conditions in the southeastern portion of the Site;
   - Advance three of the twelve borings to a total depth of 15 feet below ground surface (bgs): one adjacent to the hydraulic hoist in the northern parcel, and one at each of the two former UST locations. The remaining nine borings will be advanced to a depth of 5 feet bgs.

b. Collect soil samples from 10 of the 12 borings at a depth of 5 feet bgs (i.e., all but the two easternmost borings in the southeastern portion of the Site, where only soil vapor samples will be collected). The three 15-foot borings will also be sampled at depths of 10 and 15 feet bgs. Soil samples will be examined for odor and discoloration, and will be field-screened for volatile organic compounds (VOCs) using a Photo Ionization Detector (PID).

c. Install a temporary soil vapor probe at 5 feet bgs in each borehole (12 total). In addition, for the two borings at the former UST locations, install a temporary soil vapor probe at 15 feet bgs. Soil vapor samples will be collected and immediately delivered to an on-Site mobile laboratory for analysis.

d. For each of the two borings adjacent to the former UST locations, analyze up to two soil samples for total petroleum hydrocarbons – carbon chain distribution (TPH-cc) by EPA 8015M and for VOCs using USEPA Method 8260B. For the remaining soil borings where soil samples are collected, analyze one soil sample per boring (up to 7 samples total) for Extractable Range Petroleum Hydrocarbons (ERPH) by EPA 8015M and VOCs by EPA Method 8260B on a 5-day turnaround time (TAT). . Analyze the 15-foot sample from the boring advanced near the hydraulic hoist for PCBs. All soil sample analyses will be conducted in a state-certified laboratory on a 5-day turnaround time (TAT). Samples not analyzed will be archived at the laboratory for potential future analysis in the event that additional subsurface characterization is warranted.

e. Analyze each soil vapor sample (up to 14 total) for VOCs by EPA Method 8260B using an on-Site mobile laboratory.

f. All samples will be handled according to best industry practices with respect to sample integrity, preservation, and cross contamination prevention. All laboratory analysis will be conducted at a State of California certified environmental testing laboratory.

g. Backfill holes with bentonite and patch at surface with concrete or asphalt upon completion of work.

**3. Report Preparation**

a. Prepare a Phase II ESA Report detailing the on-Site activities, the results of our investigation, and our conclusions and recommendations.

b. Perform commercial and residential vapor intrusion risk assessments using the Johnson-Ettinger Model, if warranted. As a conservative approach, the highest detected VOC concentrations in soil vapor will be selected for modeling. Modeling will be performed for the Site as a whole.

c. A draft of the Report will be provided to the Client for review prior to finalizing the Report. The final report will be signed and stamped by a California Registered Professional Geologist (PG).

## SCHEDULE

The commencement of the project will be scheduled to begin at a mutually agreeable date, following the receipt of written approval and retainer. **To allow for utility marking per State law, no subterranean work may commence less than a minimum of 48 hours from our receipt of the signed agreement.** It should be noted that the schedule may be impeded by factors beyond Andersen Environmental's control. The project is estimated to take approximately 3-4 weeks in total.

- Permitting/Scheduling/Mobilization: Approximately 1 Week
- Fieldwork: Approximately 1 Day
- Laboratory Analysis/Verbal Results: Approximately 1 Week
- Draft and Final Reports: Approximately 1 to 2 Weeks

## COST

All material is guaranteed to be as specified, and the work is to be performed in accordance with the above Scope and completed in workmanlike manner for the sum of **$12,250.00**.

*If Client is not the Lender, a retainer of **$6,000.00** is required prior to the initiation of field activities and the balance is due prior to issuing the report.*

**THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE HEREIN.**

## STANDARD BID ASSUMPTIONS/EXCLUSIONS:

1. Client shall facilitate site access as necessary.
2. Client shall provide AE with "as-built" drawings indicating the locations of underground utilities/obstructions for review, as USA may be limited to only marking utilities in the public right of way and may not identify abandoned pipes, sewer lines, unregistered utilities or other unidentified subsurface features. If drawings are unavailable, AE can provide utility locating services or "air knifing" for an additional fee. Nonetheless, AE will not be held responsible for damage to underground utilities.
3. Site security is the responsibility of the client unless otherwise specified by the contract.
4. Cancelation by client within 24-hours of planned field activities will result in a $500 cancelation fee.
5. Andersen Environmental is not responsible for noise, dust, vapors, or odors emanating from the work area. As feasible, Andersen Environmental will limit these disruptions.

6. Any delays caused by the client or its tenant will be billed for all standby time associated with all labor and equipment.
7. Andersen Environmental is not responsible for damage or replacement of any flooring (carpeting, tiles, etc.). Furthermore, Andersen Environmental assumes that building materials which may be disturbed are not asbestos containing building materials. For an additional fee, Andersen Environmental can provide the service of testing building materials for asbestos.
8. Andersen Environmental is not responsible for repair or replacement of landscaping or hardscape damaged by field activities.
9. This estimate assumes that work will be conducted during normal working hours with unobstructed access to the work area.
10. Andersen Environmental assumes the concrete slab is not a post tension slab. If the concrete slab is a post tension slab, Andersen Environmental must be notified in advance and an additional cost for identifying the location of post tension wires will apply.
11. Any waste generated during field activities is the legal responsibility of the client. As such, the client or their legal entity will be named as the generator of the waste on the waste disposal manifest. Unless otherwise specified by the Scope of Work above, disposal of such waste is also the financial responsibility of the client.

## GENERAL CONDITIONS

1. Test specimens are generally consumed or substantially altered during testing and disposed of immediately upon completion of tests, unless specifically requested by the client to be preserved for greater duration. (In the latter case, additional charges may apply.)
2. In the process of work there are times when previously unforeseen issues arise that may affect the progress and/or cost significantly. The resolution of such issues requires active participation of and authorization by the Client. In many cases the speed in which such issues are resolved also becomes a factor in the ultimate cost of the solution. Any such circumstances which require additional materials or outside services will be billed for at cost plus 25%. Therefore, the Client or its duly authorized representative shall be present on site or available by phone at all times when work is performed by Andersen Environmental or its subcontractors.
3. Should the Client or its representative not be available as above, if in Andersen Environmental's judgment proceeding with the work may involve significant extra expenses to the Client, Andersen Environmental shall have the right to stop work until further clarification of the issue with the Client. In such a case, the resulting costs of demobilization, remobilization and/or idling time of labor and equipment, shall be billable to the Client.
4. The Scope of Services represents our economical approach for assessment of the suspect contamination. It is not unlikely, however, that once our report is reviewed by the governing agency(ies), they may require additional information and/or actions such as additional test holes, additional wells, periodic sampling and testing, periodic reports, and others. Compliance with such requirements, if desired by the Client, will constitute additional scope.
5. The scope of work described in this Proposal is not intended to be comprehensive, identify all potential concerns, or eliminate the possibility of the site having some degree of environmental problem. No degree of assessment can ascertain that a site is completely free of hazardous substances.
6. If extended investigation is required, e.g. partial or better definition of an extent (plume) of contamination, the cost to conduct such further research is specifically excluded from the scope of this investigation. Andersen Environmental will be pleased to provide such additional service. Extra cost proposal(s), if and as necessary, will be submitted to the client in due time.
7. The report will be issued with the understanding that it will be the responsibility of the Client, or of his representative, to ensure proper/legal disclosures to public, private and regulatory entities.
8. The interpretations and recommendations of the report will be based on the data collected and our present working knowledge of environmental site investigations. As such, the report will be valid as of the date shown and we will not be held responsible for subsequent changes in physical/chemical/environmental conditions and/or legislation over which we have no control.

9. Client shall obtain the necessary authorizations to allow its agents, subcontractors and representatives, to have access to the site and buildings thereon at reasonable times throughout contract performance by Andersen Environmental. It is the client's responsibility to obtain all required permits prior to the commencement of scheduled fieldwork. Client agrees that any part or parcel of property to which Andersen Environmental is not provided direct and free access will not be subject to claim by Client against Andersen Environmental under this agreement. By signing this proposal, Client has authorized a right-of-entry unto the property and has further signified that he has obtained said right-of-entry from the property owner and/or tenant.
10. Andersen Environmental's professional services, findings and recommendations will be performed and/or prepared in accordance with generally accepted engineering practices. The professional opinions of Andersen Environmental will be based upon conditions reveled at exploration locations and reconnaissance of surrounding terrain or through research efforts. Andersen Environmental's professional services on any given site are limited. It is agreed that Andersen Environmental is not responsible for the effect that unknowns, such as acts of others on adjoining properties, variables beyond the control of Andersen Environmental may have on any opinion rendered hereunder. Andersen Environmental's professional services, findings and recommendations will be obtained and prepared in accordance with generally accepted current engineering practices. No opinions or warranties of any kind are given by Andersen Environmental except those expressly written in Andersen Environmental's reports.

## GENERAL TERMS

1. Andersen Environmental, will diligently proceed with the work outlined in the agreed Scope of Services and will execute all activities in a timely manner.
2. Andersen Environmental is responsible for completion of the work in accordance with this contract. All work is to be completed according to standard practices.
3. Invoices will be submitted progressively, unless otherwise provided by contract or special arrangements. Invoices shall be due and payable upon receipt. A late payment charge of 1-1\2 percent per month will be payable on any amount not paid within 30 days of invoice date, payments thereafter to be applied first to accrued late payment charges and then to the principle amount. Payments overdue 60 days will be turned over to collection. Client shall reimburse Andersen Environmental for all reasonable collection costs including but not limited to charges made by collection agents up to but not exceeding 30% of the principal balance due.
4. If Client fails to pay pursuant to the payment schedule stated above, Andersen Environmental, has the right to stop work and keep the job idle until past due payments are made.
5. Andersen Environmental, shall not be held responsible for loss or damage arising from delays caused by fires, earthquakes, rains, strikes, labor troubles, accidents, failure of Client to make progress payments when due, or any other delays resulting from causes beyond the control of Andersen Environmental, Inc.
6. The rights and obligations of the parties to this agreement shall be governed and controlled by the laws of the State of California. In the event of any unresolved controversy or dispute between the parties to this agreement; or any unresolved controversy or dispute between those claiming by or through the parties; then the same shall be submitted to and resolved by binding arbitration before the American Arbitration Association, Los Angeles Section, in accordance with the American Arbitration Association's Construction Industry Arbitration Rules then prevailing. In the event of any such arbitration proceeding, the parties shall be fully entitled to all rights of civil discovery afforded under the laws of the State of California Discovery Act, and the parties do hereby expressly incorporated herein the provisions of Code of Civil Procedure, Sections 1283.05 and 1283.1.
7. The award of the arbitrator shall be supported by a written statement of decision in a form and content provided by Code of Civil Procedure, Section 632.
8. The arbitrator shall determine the identity of the prevailing party. The prevailing party shall be entitled to recover its arbitration expenses and costs, including, but not necessarily limited to, reasonable attorney's fees and expert witness fees.
9. No action respecting the negotiation and/or preparation of the contract and no action arising from or related to the contract ,or the performance thereof, shall be commenced by either party against the other more than two

years after the completion or cessation of work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise.

10. This agreement is a fully integrated and represents the entire, complete, final and exclusive agreement by and between the parties hereto with respect to its subject matter. No party hereto is relying upon any other agreements, promises, or representations, whether the same are allegedly expressed, implied, oral, contemporaneous or prior. This agreement may only be modified by a subsequent writing to be signed by the party to be charged and may not be modified by any purported subsequent oral agreement whether or not the same is or alleged to be executed.
11. Client acknowledges that it is aware of the inherent risks involved in construction, limitations inherent to the contract services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorney fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against Andersen Environmental arising out of or relating to any design defect, error, omission, professional negligence or other promise of Andersen Environmental (collective "Liabilities) to $1,000,000. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The fee charged to the Client for the services to be rendered pursuant to this agreement has been established with regard to the legal effect of this Limitation of Liability. Increased limits of liability can be negotiated for an additional fee.
12. Andersen Environmental does not assume any responsibility or liability for services, testing, design(s), or recommendations performed or provided by others, or for products manufactured by others.
13. Any and all communications required or permitted under this agreement shall be made only in writing, properly addressed to the party to be notified and supported by confirmation and/or proof of delivery thereof to the party to be notified.
14. This agreement shall not create any rights or benefits to parties other than Client and Andersen Environmental, except such other rights as may be specifically called for herein.
15. This Proposal has been mutually negotiated and drafted by and between Client and Andersen Environmental.

## STANDARD OF SERVICES

1. In preparing the Report, Andersen Environmental may review and interpret certain information provided by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Andersen Environmental will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.
2. Field tests or boring locations described in Andersen Environmental's report or shown on sketches are based on specific information furnished by others or estimates made in the field by Andersen Environmental's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in Andersen Environmental's proposal or report.
3. The services to be performed by Andersen Environmental shall not include an analysis or determination by Andersen Environmental as to whether the Client is in compliance with federal, state, or local laws, statues, ordinances, or regulations.
4. Client acknowledges that the services may involve the use of tests, calculations, analyses and procedures which are in constant state of change and refinement and that changes in methods and procedures have been made, are now being made, and are expected to be made in the future. Client recognizes that current environmental industry standards, including the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may change as knowledge increases and the state of the practice continues to improve. Client recognizes that common exploration methods used for investigations, such as drilling, boring or excavating trenches involve an inherent risk to the site and adjoining properties. In the event Andersen Environmental is to conduct test borings or establish monitoring wells, Client acknowledges that the accuracy of said test borings and wells relates only to the specific location of the boring or the well and that the nature of many sites is such that differing subsurface soil characteristics can be

experienced within a small distance and that greater accuracy may be obtained when the number of test borings or monitoring wells are increased.

## WARRANTY AND REMEDY

1. Our professional services will be provided to perform the Scope of Services in our Proposal. Our professional services will be performed using that degree of care and skill ordinarily exercised by reputable consultants practicing under similar conditions in this, or similar localities at the time our services are rendered. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED HEREBY; ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NO GUARANTEE OR REPRESENTATION IS MADE OR INTENDED BY ANY ANDERSEN ENVIRONMENTAL REPORT (WRITTEN OR ORAL), DOCUMENT, OPINION (WRITTEN OR ORAL), PLAN OR SPECIFICATION OR OTHERWISE, EXCEPTING THAT ANDERSEN ENVIRONMENTAL'S SERVICES WILL CONFORM TO GENERALLY ACCEPTED PROFESSIONAL STANDARDS AS DESCRIBED ABOVE.

2. In the event it is determined by a tribunal with jurisdiction over Andersen Environmental (or in the event that Andersen Environmental and Client so agree in the course of resolving a claim or dispute) that professional services performed by Andersen Environmental for Client did not meet the standard of generally accepted practice defined above, Andersen Environmental will re-perform, at its expense, reasonable corrective actions (limited to the type of services originally provided and subject to the limit of liability set out elsewhere herein) in order to provide Client with services which meet the above standard of generally accepted practices, PROVIDED that Client give Andersen Environmental notice of such failure to meet such standards in writing within six (6) months of the completion of Andersen Environmental's services (claims later than six months being time-barred by this agreement).

3. Client expressly agrees that Andersen Environmental need not pay for re-performance of any work by any non-Andersen Environmental company and Client agrees to make no claim against Andersen Environmental for the cost of such work if Client elects to have such work performed by another firm.

4. There are no third party beneficiaries made or intended concerning any provision of this agreement.

**INTENTIONALLY LEFT BLANK**

## ACCEPTANCE

The individual executing this Proposal on behalf of Client represents and warrants that it has the right, power, legal capacity and authority to execute this Proposal and to bind the party for whom it is signing.

Respectfully submitted,

Brian Martasin, PG
Principal Geologist

Approved and Accepted by:

_____
Signature

_____
Name and Title

_____
Date

***If this contract has been signed by anyone other than who it was addressed to, please provide your contact information:***

*Name:*_____*Company Name:*_____

*Business Address:*_____

*Phone:*_____*E-mail*_____

| SITE CONTACT INFORMATION |
|---|
| *Name:*_____*Phone:*_____ |
| *Relationship to property:*_____ |

# EXHIBIT E

ATTORNEYS AT LAW
OM
OLIVAREZ MADRUGA

**Olivarez Madruga, LLP**
1100 S FLOWER ST, SUITE 2200, LOS ANGELES, CA 90015
**TEL:** 213.744.0099 • **FAX:** 213.744.0093
WWW.OMLAWYERS.COM

June 19, 2015

*Via e-mail*

Matthew Rodda
Division Manager
**Andersen Environmental**
5261 West Imperial Highway
Los Angeles, CA 90045

Re: Expert Retention Agreement – Andersen Environmental
Environmental assessment at seven sites in City of Cudahy

Dear Mr. Rodda,

This letter-agreement confirms that Olivarez Madruga, LLP ("Firm") has retained Andersen Environmental ("ANDERSEN") on behalf of our client, City of Cudahy as successor agency to the former Cudahy Community Development Commission ("Successor Agency"), to provide non-testifying expert support regarding the subject properties.

Please submit all invoices pursuant to your contract for services to:

OLIVAREZ MADRUGA, LLP
1100 S. Flower Street, Suite 2200
Los Angeles, CA 90015

Without this agreement, ANDERSEN could be required to disclose certain information to third parties. In accordance with its role as a non-testifying environmental expert, and to protect against disclosure, ANDERSEN hereby agrees as follows:

1. That all information, data, and documents particular to the subject properties that ANDERSEN obtains, uses or prepares in the course of its consulting work in this matter are for the sole use and benefit of Successor Agency and its counsel.

2. ANDERSEN will label all written communications to the Firm: "**Privileged and Confidential – Attorney Work Product.**"

3. ANDERSEN will restrict to the Firm, or as the Firm directs, all communication of any kind that is related to this matter.

4. ANDERSEN will promptly notify the Firm before responding to any request to disclose information related to this matter, so that we may obtain a protective order or otherwise object to the request.

To confirm your acceptance of these terms, please sign below and return this letter to us. Thank you.

Sincerely,

Lloyd Pilchen

ACCEPTED AND AGREED

**Andersen Environmental**

By: _____ Date: 6/19/15

Matthew Rodda, Division Manager

**RESOLUTION NO. _____**

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:7)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Andersen Environmental, a unit of EFI Global, a California corporation, to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Andersen Environmental (the "Master Agreement"; and

WHEREAS, Andersen Environmental requires additional funds to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management through the approval of the Loan Agreement No. 15–16B:7 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by Andersen Environmental are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Andersen Environmental's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The Successor Agency hereby approves Loan Agreement No. 15–16B:7 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The Executive Director is hereby authorized and directed to cause Loan Agreement No. 15–16B:7 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The Executive Director is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency at its meeting on this 28th day of September, 2015.

_____
Cristian Markovich,
Mayor of the City of Cudahy, as Successor Agency to the former Cudahy Community Development/ Redevelopment Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Secretary of the Successor Agency, do hereby certify that the above and foregoing Resolution No.____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th_day of September, 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Secretary of the Successor Agency

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:7**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:7

(NOT TO EXCEED: $47,950)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:7 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Andersen Environmental, a unit of EFI Global, a California corporation, to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1,

2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Andersen Environmental (the "Master Agreement").

5. Andersen Environmental requires additional funds to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by Andersen Environmental are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Andersen Environmental's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully

set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed FORTY SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS ($47,950) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:7: Not-to-Exceed $47,950 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**Item Number**
**9A(iv)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Adopt a Resolution for Administrative Budget for Six-Month Fiscal Period of January 1, 2016 to June 30, 2016**

## RECOMMENDATION

The Successor Agency is requested to adopt a resolution approving the Administrative Budget for the 15-16B Recognized Obligation Payment Schedule (ROPS) six-month fiscal period of January 1, 2016 to June 30, 2016.

## BACKGROUND

1. On January 17, 2012, the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.

2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referenced herein as the "State Redevelopment Dissolution Law".

3. On February 1, 2012, the State Redevelopment Dissolution Law requires the Successor Agency to prepare a proposed "Administrative Budget" for the period concurrent with the six-month fiscal period of each ROPS.

4. On February 17, 2015, Successor Agency prepared and approved the Administrative Budget for the six-month fiscal period July 1, 2015 through December 31, 2015.

5. On February 24, 2015, the Oversight Board reviewed and approved the Successor Agency Administrative Budget for the six-month fiscal period July 1, 2015 through December 31, 2015.

**ANALYSIS**

Under the Dissolution Law, each ROPS includes a line item for the Successor Agency's Administrative Budget for the applicable period and requires that for the 15-16B six-month fiscal period of January 1, 2016 to June 30, 2016 (ROPS 15-16B) be approved by the Successor Agency and Oversight Board and submitted to the State Department of Finance (DOF) as a part of the ROPS 15-16B by October 5, 2015. The approved Administrative Budget will be listed on ROPS 15-16B and accordingly will be considered an enforceable obligation. Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

Successor Agency staff and Successor Agency's Fiscal consultant, HdL Coren & Cone, have prepared and now submit to the Successor Agency the Administrative Budget for the period of January 1, 2016 to June 30, 2016 (Exhibit A to Attachment A). Pursuant to Section 34177(j), an Administrative Budget is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming six-month fiscal period (January 1, 2016 to June 30, 2016); (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the City to the Successor Agency.

**CONCLUSION**

If approved, the Administrative Budget will be submitted to the Oversight Board for review and approval at a special meeting on September 30, 2015. Under Section 4177(k), the Successor Agency would then provide to the County of Los Angeles Auditor-Controller (CAC) the administrative cost estimates from the approved Administrative Budget that are to be

paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund (RPTTF) for such fiscal period.

**FINANCIAL IMPACT**

The Successor Agency would be reimbursed up to $125,000 for expenses and costs related to the dissolution of the former Cudahy Community Development Commission for the period of January 1, 2016 through June 30, 2016, if approved by the Oversight Board, and the State Department of Finance.

**ATTACHMENTS**

A. Proposed Resolution
   Exhibit "A" – Cudahy Successor Agency Administrative Budget

**RESOLUTION NO. _____**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) APPROVING AN ADMINISTRATIVE BUDGET FOR THE PERIOD J ANUARY 1, 2016 THROUGH JUNE 30, 2016 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), the Successor Agency to the former Cudahy Redevelopment Agency (Cudahy Community Development Commission) ("Successor Agency") is required to undertake a number of actions related to winding down the affairs of the former Cudahy Redevelopment Agency (the "Former Redevelopment Agency") pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City of Cudahy. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director serves as Finance Officer of the Successor Agency, and the City Clerk serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, legal and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Former Redevelopment Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations and pursuant to Health and Safety Code Sections 34178(a) and 34180(h), and the Successor Agency may enter into agreements with the City with the approval of the Oversight Board for the Successor Agency (the "Oversight Board").

D. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency is required to prepare a proposed administrative budget for each six month fiscal period and submit each proposed administrative budget to the Oversight Board for its approval. Each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the applicable six-month fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City or another entity.

E. Pursuant to Health and Safety Code Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each applicable six-month fiscal period.

F. Staff of the Successor Agency seeks the Successor Agency's approval of the administrative budget for the period beginning on January 1, 2016 through June 30, 2016 ("Administrative Budget 15-16B"), in the form attached to this Resolution as Exhibit "A", and the Successor Agency's authorization to submit the approved Administrative Budget 15-16B to the Oversight Board for its approval and to forward the information required by Health and Safety Code 34177(k) to the County Auditor-Controller.

G. Administrative Budget 15-16B has been prepared in accordance with Health and Safety Code Section 34177(j) and is consistent with the requirements of the Health and Safety Code and other applicable law. The proposed source of payment of the costs set forth in Administrative Budget 15-16B is property taxes from the Redevelopment Property Tax Trust Fund of Los Angeles County established for the Successor Agency.

H. The activity proposed for approval by this Resolution is not a "project" for purposes of the California Environmental Quality Act ('CEQA"), as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, in accordance with CEQA Section 15378(b)(5) of the Guidelines.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY (CUDAHY COMMUNITY DEVELOPMENT COMMISSION) DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** This Resolution is adopted pursuant to the provisions of Part 1.85.

**Section 3.** The Successor Agency hereby approves the proposed administrative budget for the six-month fiscal period commencing January 1, 2016 and ending June 30, 2016 attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 4.** The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

**Section 5.** The Successor Agency hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the CEQA Guidelines.

**PASSED AND ADOPTED** this 28th day of September 2015.

_____
Cristian Markovich
Chair of the Successor Agency

ATTEST:

_____
Laura Valdivia
Secretary to the Successor Agency

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Secretary to the Successor Agency, do hereby certify that the above and foregoing Resolution No. ____ was passed, approved, and adopted by the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency of the City of Cudahy, signed by the Chair and attested by the Chair at a meeting of said Successor held on this 28th day of September 2015, and that said Resolution was adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laura Valdivia
Secretary to the Successor Agency

Exhibit "A"

CUDAHY SUCCESSOR AGENCY ADMINISTRATIVE BUDGET COVERING
January 1, 2016 to June 30, 2016

ESTIMATED ANNUAL ADMINISTRATIVE EXPENSES

| | Costs | Funding Source |
|---|---|---|
| **External Consultants** | | |
| Attorney Costs | $ 30,000 | RPTTF Administrative Allowance |
| Consultant Costs | $ 45,000 | RPTTF Administrative Allowance |
| Auditor Fees | $ 15,000 | RPTTF Administrative Allowance |
| **Successor Agency Expenses** | | |
| Successor Agency rent and utilities | $ 5,000 | RPTTF Administrative Allowance |
| Successor supplies | $ 500 | RPTTF Administrative Allowance |
| Successor equipment | $ 500 | RPTTF Administrative Allowance |
| Salaries and benefits | $ 140,000 | RPTTF Administrative Allowance |
| Risk management/insurance | $ 7,000 | RPTTF Administrative Allowance |
| Property maintenance | $ 1,500 | RPTTF Administrative Allowance |
| **Oversight Board Expenses** | | |
| Staff Time | $ 5,000 | RPTTF Administrative Allowance |
| Materials | $ 500 | RPTTF Administrative Allowance |
| Estimated Annual Total | $ 250,000 | |

ESTIMATED ADMINISTRATIVE EXPENSES FOR 6-MONTH PERIOD COVERING:

JANUARY 1, 2016 TO JUNE 30, 2016 $125,000

RPTTF – Redevelopment Property Tax Trust Fund

Blank Page

**Item Number**
**9A(v)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Approval of Recognized Obligation Payment Schedule for the 15-16B Six-Month Fiscal Period of January 1, 2016 to June 30, 2016 (ROPS 15-16B)**

## RECOMMENDATION

The Successor Agency is requested to approve the Recognized Obligation Payment Schedule (ROPS) 15-16B for the period of January 1, 2016 to June 30, 2016, for submission to the City of Cudahy Oversight Board.

## BACKGROUND

1. On January 17, 2012 the City Council adopted Resolution No. 12-04 electing to serve as the Successor Agency to the Cudahy Community Development Commission.

2. On February 1, 2012, the former Cudahy Community Redevelopment Agency was dissolved pursuant to ABX1 26 (Stats 2011-12, 1st Ex Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26) and collectively the State legislation identified in this sentence referenced herein as the Dissolution Law.

3. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board.

4. On February 17, 2015, the Successor Agency, pursuant to the Dissolution Law, approved ROPS 15-16A as it had passed all prior ROPS and thereafter submitted to the State Department of Finance (DOF), and ultimately approved. Pursuant to Section 34 171(g) of Part 1.85, ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivision (m) of Section 34177.

**ANALYSIS**

AB X1 26 requires the Successor Agency to prepare a ROPS for each six-month period. The ROPS essentially serves as an invoice between the Successor Agency and the Los Angeles County Auditor-Controller and dictates how much former property tax increment will be released by the County for the six-month period to the Successor Agency to pay for enforceable obligations. Only payments listed on the ROPS may be made by the Successor Agency.

Currently, the Successor Agency's sources of revenue available to pay for costs listed on the approved ROPS include Former Tax Increment, now held by the Los Angeles County Auditor-Controller in the Redevelopment Property Tax Trust Fund (RPTTF).

Attachment A reflects the six month estimated payment obligations for the Successor Agency in the online format provided by the DOF. The ROPS 15-16B will be submitted to the Los Angeles County Auditor-Controller, State Controllers' Office and the DOF by October 5, 2015, the statutory deadline.

The attached ROPS 15-16B reflects the six month estimated payment obligations for the Successor Agency in the online format provided by the DOF. The ROPS 15-16B will be submitted to the Los Angeles County Auditor- Controller, State Controllers' Office and the DOF by October 5, 2015, the statutory deadline.

**CONCLUSION**

It is recommended that the Successor Agency approve ROPS 15-16B for submission to the City of Cudahy Oversight Board meeting on October 1, 2015, where staff can ensure submittal in a timely manner.

If the Successor Agency fails to approve the ROPS 15-16B and accordingly not allow the Oversight Board the opportunity to approve the ROPS 15-16B and submit to ROPS 15-16B to the Los Angeles County Auditor- Controller, State Controllers' Office and the DOF by October 5, 2015 the Successor Agency's must pay a civil penalty of $10,000 per day for the failure to submit on time.

**FINANCIAL IMPACT**

The Successor Agency should receive $2.1 million in order to satisfy all former Redevelopment Agency debts and obligations, if approved by the Oversight Board and DOF.

**ATTACHMENT**

A. Proposed Recognized Obligation Payment Schedule (ROPS 15-16B) – ROPS Detail

Item 9A(v) Attachment “A”

Proposed Recognized Obligation Payment Schedule
(ROPS 15-16B) ROPS Detail

will be distributed at the City Council meeting on 9/28/15.

**Item Number**
**9B(i)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Adopt a Resolution Approving Emergency Loan Agreements for Recognized Obligation Payment Schedule (ROPS) 15-16B for Olivarez Madruga, LLP**

## RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16B:4 (Attachment A);

2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed $20,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services concerning the preparation of a Long-Range Property Management Plan for the Successor Agency;

3. Adopt the proposed Resolution to approve the Successor Agency Loan Agreement No. 15-16B:5 (Attachment C); and

4. Authorize the City Manager to sign an emergency loan (Attachment D) in the amount not to exceed $82,000 for Olivarez Madruga, LLP (Olivarez Madruga) for legal services relating to the filing and defending of a Writ of Mandate filed against the California Department of Finance.

**BACKGROUND**

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On February 18, 2014, the Successor Agency amended a Professional Services Agreement with Olivarez Madruga to assist in matters relating to the Successor Agency.

3. On April 15, 2014, the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

4. On October 21, 2014, The Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

5. On February 17, 2015, the Successor Agency amended the Agreement with Olivarez Madruga to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

6. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

7. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance (DOF) for its consideration and approval.

8. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

9. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

10. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

11. On June 15, 2015, Olivarez Madruga, LLP filed a Petition for Writ of Mandate and complaint for Declaratory and injunctive Relief with the Superior Court of the State of California, County of Sacramento on behalf of the Successor Agency.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after January 2, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to Olivarez Madruga, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

Once these loans are approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loans becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

These loans must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

## FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $20,000.

## ATTACHMENTS

A. Proposed City Council Resolution Approving Successor Agency Loan Agreement No. 15-16B:4
B. Successor Agency Loan Agreement No. 15-16B:4
C. Proposed City Council Resolution Approving Successor Agency Loan Agreement No. 15-16B:5
D. Successor Agency Loan Agreement No. 15-16B:5

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:4)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement"); and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan through the approval of the Loan Agreement No. 15–16B:4 between the City of Cudahy and the Successor Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of

"administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 15–16B:4 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement No. 15–16B:4 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
Laura Valdivia
Interim City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of September, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laura Valdivia
Interim City Clerk

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:4**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:4

(NOT TO EXCEED: $20,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:4 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to guide the preparation and finalization of a Long-Range Property Management Plan for the Successor Agency in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the

"Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement").

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the

Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed TWENTY THOUSAND DOLLARS ($20,000) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> for legal counsel services facilitating the formulation and finalization of the Long-Range Property Management Plan and related bond defeasance guidance, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:4: Not-to-Exceed $20,000 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:5)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to prepare and pursue a petition for writ of mandate against the California State Controller and California Department of Finance ("State DOF") for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management Plan, as mandated under that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the California State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement"; and

WHEREAS, Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan and the pursuit of a petition for writ of mandate against the California State Controller and State DOF through the approval of the Loan Agreement No. 15–16B:5 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement); and

WHEREAS, such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 15–16B:5 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement No. 15–16B:5 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this

Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
Laura Valdivia
Interim City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of September, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Laura Valdivia
Interim City Clerk

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:5**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:5

(NOT TO EXCEED: $82,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:5 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Olivarez Madruga, LLP ("Olivarez Madruga"), to prepare and pursue a petition for writ of mandate against the California State Controller and California Department of Finance ("State DOF") for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management Plan, as mandated under that April 15, 2014 report entitled

"Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the California State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Olivarez Madruga dated, July 5, 2011 and amended February 18, 2014 and October 21, 2014 (collectively, the "Master Agreement").

5. Olivarez Madruga requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan and the pursuit of a petition for writ of mandate against the California State Controller and State DOF.

6. Such additional funds required by Olivarez Madruga are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Olivarez Madruga's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true

and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed EIGHTY TWO THOUSAND DOLLARS ($82,000) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to prepare and pursue a petition for writ of mandate against the California State Controller and State DOF for the recovery of reimbursable costs associated with the transfer of real property assets that will be listed in the Long-Range Property Management, as mandated under April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:5: Not-to-Exceed $82,000 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**Item Number**
**9B(ii)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16A for Demetriou Del Guercio Springer and Francis LLP**

## RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:6 (Attachment A); and

2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed $46,500 for Demetriou Del Guercio Springer and Francis LLP (DDSF) for special legal services concerning environmental review and analysis of the real properties included in the Long Range Property Management Plan (LRPMP).

## BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment

amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On April 15, 2014 the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

3. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

4. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance (DOF") for its consideration and approval.

5. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

7. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

8. On June 22, 2015, the Successor Agency entered into an Agreement with DDSF to assist in matters relating to the Long-Range Asset Management Plan of the Successor Agency.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan. Prior to the transfer of properties from the EDC to the Successor Agency, staff recommends that the Successor Agency complete Phase I environmental reports for the properties. In this endeavor, the Successor Agency engaged special counsel for legal services concerning review and analysis of the properties that will be included in the LRPMP to: (1) identify and address any exposure to liability arising from any potential environmental contamination on the properties; and (2) provide guidance with respect to the environmental information that will be included in the LRPMP.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

It is anticipated that the costs associated with the services provided by DDSF will be $46,500 for amounts not listed on previous ROPS. The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development

Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after July 1, 2015, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to DDSF, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

## FINANCIAL IMPACT

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $46,500.

## ATTACHMENTS

A. Proposed Resolution Approving Successor Agency Loan Agreement No. 15-16B:6
B. Loan Agreement No. 15-16B:6

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:6)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Demetriou, Del Guercio, Springer and Francis, LLP ("DDSF"), to provide special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and DDSF dated, June 22, 2015 (the "Master Agreement"); and

WHEREAS, DDSF requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan through the approval of the Loan Agreement No. 15–16B:6 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by DDSF are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as DDSF's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 15–16B:6 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement No. 15–16B:6 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this

Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
Laura Valdivia
Interim City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of September, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Valdivia
Interim City Clerk

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B6**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:6

(NOT TO EXCEED: $46,500)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:6 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of legal counsel, Demetriou, Del Guercio, Springer and Francis, LLP ("DDSF"), to provide special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset

Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and DDSF dated, June 22, 2015 (the "Master Agreement").

5. DDSF requires additional funds to provide legal counsel to the Successor Agency during the formulation and finalization of the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by DDSF are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as DDSF's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and

Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed FORTY SIX THOUSAND FIVE HUNDRED DOLLARS ($46,500) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> for special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management, subject to the approval and direction of the Oversight Board, including miscellaneous expenses associated with the response to inquires by State DOF to the proposed Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:6: Not-to-Exceed $46,500 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Blank Page

**Item Number**
**9B(iii)**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Adopt a Resolution Approving an Emergency Loan Agreement for Recognized Obligation Payment Schedule (ROPS) 15-16B for Andersen Environmental**

## RECOMMENDATION

The City Council is requested to:

1. Adopt the proposed resolution to approve the Successor Agency Loan Agreement No. 15-16B:7 (Attachment A); and

2. Authorize the City Manager to sign an emergency loan (Attachment B) in the amount not to exceed $47,950 for Andersen Environmental (Andersen) for environmental analysis of the real properties to be included in the Long-Range Property Management Plan (LRPMP).

## BACKGROUND

1. On February 1, 2012, the Successor Agency to the Community Development Commission of the City of Cudahy began performing its functions under the Dissolution Law, Parts 1.8 and 1.85 of the Health and Safety Code, as amended by Assembly Bill 1484 and other subsequent legislation (together, the "Dissolution Law"), to administer the enforceable obligations reported on a Recognized Obligations Payment Schedule (ROPS) and otherwise unwind the former Agency's affairs, all subject to the review and approval by the Oversight Board. ROPS means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period.

2. On April 15, 2014 the Office of the State Controller issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Corporation to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency to the Successor Agency.

3. On March 12, 2015, the Oversight Board to the Successor Agency (Oversight Board) adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.

4. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance (DOF) for its consideration and approval.

5. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.

6. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.

7. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.

**ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan. Prior to the transfer of properties from the EDC to the Successor Agency, staff recommends that the Successor Agency complete Phase I environmental reports for the properties. In this endeavor, City staff recommends that the Successor Agency engage

Andersen for environmental review and analysis of the properties that will be included in the LRPMP to: (1) identify and address any exposure to liability arising from any potential environmental contamination on the properties; and (2) provide guidance with respect to the environmental information that will be included in the LRPMP.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor Agency which are necessary for the administration and operation of the Successor Agency pursuant to Health and Safety Code section 34171(d)(1)(F).

Andersen will perform environmental analysis of the real properties to be included in the LRPMP. It is anticipated that the costs associated with the services provided by Andersen will be $47,950. The Successor Agency estimates that the amount of funds which are reasonably anticipated to be remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, for the period of time between January 1, 2016 and June 30, 2016 under ROPS 15–16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency on or after January 2, 2016, shall not be sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to DDSF, which shall become due and payable during the period of time covered by ROPS 15–16B, unless this emergency loan is approved.

## CONCLUSION

Once this loan is approved by the City Council, the Successor Agency, and the Oversight Board and listed on ROPS 15–16B, the loan becomes a new enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

This loan must be enrolled upon the final form of ROPS 15–16B in order to be recovered by the City.

**FINANCIAL IMPACT**

Funds shall be made available to the Successor Agency from the City's General Fund in the amount of $47,950.

**ATTACHMENTS**

A. Proposed City Council Resolution Approving Successor Agency Loan Agreement No. 15-16B:7
B. City/Successor Agency Loan Agreement No. 15-16B:7

**RESOLUTION NO. _____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/CUDAHY REDEVELOPMENT AGENCY (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15–16B:7)**

WHEREAS, the City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law; and

WHEREAS, the former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law; and

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

WHEREAS, the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency (the "Successor Agency") has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Andersen Environmental, a unit of EFI Global, a California corporation, to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Andersen Environmental (the "Master Agreement"; and

WHEREAS, Andersen Environmental requires additional funds to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management through the approval of the Loan Agreement No. 15–16B:7 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, attached to this Resolution as **Exhibit "A,"** (the "Loan Agreement"); and

WHEREAS, such additional funds required by Andersen Environmental are extraordinary for the Successor Agency and do not constitute "administrative costs," and Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Andersen Environmental's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law; and

WHEREAS, the Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved; and

WHEREAS, Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency; and

WHEREAS, the City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

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

SECTION 2. **Approval of Loan Agreement**. The City Council hereby approves Loan Agreement No. 15–16B:7 between the City of Cudahy and the Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency. The City Manager is hereby authorized and directed to cause Loan Agreement No. 15–16B:7 to be included on the recognized payment obligation schedule of the Successor Agency as shall be submitted to the State Department of Finance at the most feasible time after the adoption of this Resolution.

SECTION 3. **Execution of Loan Agreement**. The City Manager is hereby authorized and directed to take such other and further action consistent with this

Resolution and sign any documents, as necessary, in order to implement this Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
Laura Valdivia
Interim City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of September, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laura Valdivia
Interim City Clerk

**EXHIBIT A – LOAN AGREEMENT NO. 15–16B:7**

2015

CITY OF CUDAHY

-and-

CITY OF CUDAHY AS
SUCCESSOR AGENCY TO THE
FORMER CUDAHY COMMUNITY
DEVELOPMENT COMMISSION/
CUDAHY REDEVELOPMENT AGENCY

SUCCESSOR AGENCY LOAN AGREEMENT
No. ROPS 15–16B:7

(NOT TO EXCEED: $47,950)

THIS SUCCESSOR AGENCY LOAN AGREEMENT No. ROPS 15–16B:7 (the "Loan Agreement") is dated as of September 28, 2015 by and between the City of Cudahy, a municipal corporation (the "City") and the City of Cudahy, as successor agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The City of Cudahy (the "City") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to California state law.

2. The former Cudahy Community Development Commission/Cudahy Redevelopment Agency ("RDA") undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law.

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

4. The Successor Agency has initiated the implementation of the State Redevelopment Dissolution Law, which includes the retention of Andersen Environmental, a unit of EFI Global, a California corporation, to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan in accordance with the direction set forth in that April 15, 2014 report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1,

2011, through January 31, 2012," by the Office of the State Controller, (the "Transfer Report"), which is memorialized in that agreement between the City, Successor Agency, and Andersen Environmental (the "Master Agreement").

5. Andersen Environmental requires additional funds to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan, as contemplated in the Master Agreement.

6. Such additional funds required by Andersen Environmental are extraordinary for the Successor Agency and do not constitute "administrative costs." Health and Safety Code Section 34171(b) exempts from the definition of "administrative costs" specific redevelopment dissolution implementation activities such as Andersen Environmental's activities, which are essential to the Successor Agency's implementation of and compliance with State Redevelopment Dissolution Law.

7. The Successor Agency has determined that the amount of funds remitted to the Successor Agency from the Redevelopment Property Tax Trust, for the period of time corresponding with ROPS 15-16A, between July 1, 2015 and December 31, 2015, together with the cash and other immediately available funds on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency, is not sufficient to pay the enforceable obligations of the former Cudahy Community Development Commission/Cudahy Redevelopment Agency to third parties, including HR Dynamics, which shall become due and payable during the period of time covered by Cudahy ROPS 15-16A, unless this Loan is approved.

8. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses, at the discretion of the City, and that such a loan shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

9. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the City and the Successor Agency may comply with the State Redevelopment Dissolution.

**FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS FOLLOWS:**

SECTION 1. **Recitals**. The City and Successor Agency represent and warrant to each other that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully

set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency which arises in favor of the City, in order for the Successor Agency to comply with its obligations under the State Redevelopment Dissolution Law and other applicable State and federal law.

SECTION 2. **Loan**. The City hereby agrees to make available from the available funds of the City as a loan to the Successor Agency (herein, the Loan") a sum not-to-exceed FORTY SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS ($47,950) to be used by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 and Section 4.

SECTION 3. **Use of the Loan**. The Successor Agency shall utilize the proceeds of the Loan as follows:

> to provide environmental review and assessment of real properties that the Successor Agency intends to acquire and include in the Long-Range Property Management Plan.

SECTION 4. **Source of Repayment of the Loan.** . The Loan shall be repaid by the Successor Agency from revenues available to the Successor Agency.

SECTION 5. **Placement of Loan Obligation on the Successor Agency's ROPS 15–16B (January 1, 2016 – June 30, 2016)**. Provided that this Loan Agreement is approved, the Successor Agency shall include this Loan Agreement as a listed enforceable obligation on the ROPS 15–16B as shall be considered by the Successor Agency. The amount of that listed obligation shall be the not-to-exceed Loan Amount as set forth in Section 2. This Loan Agreement shall be included on each successive recognized obligation payment schedule for the Successor Agency for the former Cudahy Community Redevelopment Agency, until the City is repaid the principal balance of the Loan Amount as actually drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. **Term**. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. **Entire Agreement**. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. **Notice of Default and Remedies**. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of September 28, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Cudahy and Successor Agency Loan Agreement No. ROPS 15–16B:7: Not-to-Exceed $47,950 (ROPS 15–16B: January 1, 2016 – June 30, 2016]

CITY:

City of Cudahy, a municipal corporation

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Cudahy As Successor Agency to the former Cudahy Community Development Commission/Cudahy Redevelopment Agency, a public body corporate and politic

By: _____
Jose E. Pulido
City Manager

ATTEST:

By: _____
Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Blank Page

**Item Number**
**9C**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Approve a Professional Service Agreement (PSA) with MV Transportation to Provide Shuttle Services**

## RECOMMENDATION

The City Council is requested to approve a three year Professional Service Agreement (PSA) with MV Transportation, Inc. for fixed route shuttle services relating to the Cudahy Area Rapid Transit (CART).

## BACKGROUND

1. On February 7, 2015, existing shuttle service agreement with Parking Company of America Management (PCAM) ended and continued on a month to month basis.

2. On February 21, 2015, staff published a Request for Proposal (RFP) for a fixed route shuttle service in the City, also known as Cudahy Area Rapid Transit (CART).

3. On March 13, 2015, the deadline to submit a proposal, the City received one proposal from MV Transportation, Inc. (MV Transportation).

4. On May 08, 2015, staff published a second Request for Proposal (RFP) since only one company responded to the original RFP. MV Transportation was given the opportunity to resubmit a proposal and they choose to allow their proposal to stay effective concurrent with the new RFP.

5. On June 01, 2015, the City received a proposal from Parking Company of America Management LLC (PCAM) by the deadline.

6. On July 30, 2015, the staff review committee (i.e., Acting Community Director, Michael Allen; Assistant City Engineer, Aaron Hernandez-Torres; and Planning Technician, Didier Murillo) completed the review of the two proposals submitted (i.e. MV Transportation and PCAM). The review committee selected MV Transportation, Inc., to award the contract agreement.

**ANALYSIS**

CART is the City's local fixed-route bus system, providing convenient and comfortable service to the people of Cudahy. The shuttle travels along most streets in Cudahy, serving residential neighborhoods, local shopping areas, parks and other public facilities. No fares are collected for the service. CART has been operated by PCAM since May 2012.

The Shuttle Service currently operates on the following schedule:

Monday through Friday, 7:00 a.m. to 6:00 p.m.
Saturday, 8:00 a.m. to 5:00 p.m.

Service will be provided on the following holidays: New Year's Day; Memorial Day; July 4; Labor Day; Veteran's Day; Thanksgiving Day; and Christmas Day.

Shuttle Service operation is charged on a revenue service hour basis. Revenue services hours include the hours from first pick up to last drop off. Travel from the maintenance and repair facilities, fueling facilities, driver breaks, training, road test, vehicle breakdowns, downtime, and out-of-service time are excluded.

The City anticipates up to 3,378 hours of operation to meet demand.

The two proposals received by the City in response to the RFP were evaluated on the following criteria: 1) experience and performance, 2) ability to complete work in a timely manner and references, and 3) cost/value to City.

After reviewing both proposals, the review committee recommended that the contract agreement be awarded to MV Transportation since their proposal was most responsive to the City's selection criteria as specified in the RFP.

The price bids were as follows:

| | First Year | Second Year | Third Year | Hours of Service |
|---|---|---|---|---|
| PCAM | $175,907.28 | $181,184.50 | $186,620.03 | 3,336 |
| MV Transportation | $129,678.04 | $128,732.20 | $132,110.20 | 3,378 |

MV Transportation was the lowest, responsive, and responsible bidder. MV Transportation hourly rate ranged from $38.11 to $39.11 for a three year maximum cost of $390,520.

PCAM's hourly rate ranged from $52.73 to $55.94. PCAM's bid was based on 3,336 service hours per year for a three year contract total of $543,712. The City's RFP called for a maximum annual hours of 3,378. When PCAM's rates are multiplied by the 3,378 maximum annual hours the total cost would be $550,557.

The difference between MV Transportation ($390,520) and PCAM ($550,557) is $160,037 over a three year period.

MV Transportation provided four references. Out of the four references the City contacted and received responses from Los Angeles County and West Covina. Both of the references were positive and the entities were satisfied with the services they received from MV Transportation.

## CONCLUSION

MV Transportation has experience in providing effective solutions in passenger transportation to cities, counties, transit agencies, and private companies. Their proposal met all criteria and is also the least costly, and providing the greatest value to the City.

If the recommended PSA is approved the City will begin service with MV Transportation on Monday, November 2, 2015.

## FINANCIAL IMPACT

The CART shuttle services are paid for out of the Proposition C Fund. $170,000 had been budgeted in the Proposition C fund for Fiscal Year 15-16. The City will realize a budget savings of approximately $40,000 in the Proposition C fund. Proposition C funding not spent on CART service could be used for Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects.

## ATTACHMENTS

A. Professional Service Agreement (PSA) with MV Transportation.
B. Request for Proposals (RFP) for Shuttle Service
C. Scoring of Responsive Firms
D. MV Transportation Proposal

**ATTACHMENT A**

CONTRACT SERVICES AGREEMENT

(MV Transportation, Inc. - Shuttle Services)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____day of _____ 20_____ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and MV TRANSPORTATION, a CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of three years commencing from November 2, 2015 to November 1, 2018: Upon the conclusion of the Term, this Agreement shall continue thereafter on a month to month basis utilizing year three of this Agreement as the basis to determine the monthly payment. At the option of the City, this Agreement may be extended for an additional year subject to the same terms and conditions set forth herein for a maximum of two (2) one (1) year extension terms, in the sole and absolute discretion of CITY, provided CITY issues written notice of its intent to so extend the Agreement no less than thirty (30) calendar days prior to the expiration of the Initial Term or any subsequent extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is not to exceed the sum of one hundred and twenty nine thousand , six hundred and seventy eight and 04/100 DOLLARS ($129,678.04) (hereinafter, the "Not-to-Exceed Sum for Year One"). For year two for performance and completion of the Scope of Services shall not exceed the sum of one hundred and twenty eight thousand, seven hundred and thirty two and 20/100 DOLLARS ($128,732.20) (hereinafter, the "Not-to-Exceed Sum for Year Two"). For year three for performance and completion of the Scope of Services shall not exceed the sum of one hundred and thirty-two thousand one hundred and ten and 20/100 DOLLARS ($132,110.20) (hereinafter, the "Not-to-Exceed Sum for Year Three") (hereinafter, the "Approved Rate Schedule")

B. Revenue service hours for year one are charged at $38.389. For year two revenue services hours are charged at $38.109. For year three revenue service hours are charged at $39.109.

C. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of three hundred

and thirty nine thousand, five hundred and forty four and 44/100 dollars ($390,520.44) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.
## PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and/or his designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Justin Pate, Vice President to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences

and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of

CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being

of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## IV.
## INDEMNIFICATION

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

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless

of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V.
## TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period,

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

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

## VI.
## MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in

CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

**CONSULTANT:**
MV Transportation, Inc.
479 Mason Street, Suite 221
Vacaville, CA 95688
Attn: Justin Pate
Phone: (214) 662-0499
Fax: (972) 391-4750
Email: Justin.pate@mvtransit.com

**CITY:**
City of Cudahy
5220 Santa Ana St.
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF CUDAHY:**

By:_____
Jose E. Pulido, City Manager

**MV TRANSPORTATION, INC. :**

By:_____

Name:_____

Title:_____

**APPROVED AS TO FORM:**

By:_____

**EXHIBIT "A"**
**(SCOPE OF WORK)**

All Proposals shall propose the complete management, maintenance and operation of the service, ensuring a complete system in that nothing remains to be purchased, provided or supplied by the City, other than as indicated in the RFP.

**Overview of the Shuttle Service**

The Shuttle service operates one (1) vehicle Monday through Friday, eleven (11) hours daily, and Saturday, 9 hours daily. Monthly service hours totaling 278.

**Fare Structure**

No fares are collected. Passengers must provide documentation that they live in the appropriate City.

**Revenue Service Hours**

Revenue service hours are defined as the hours the vehicle is in revenue service, that is, from its first pick up in the morning to its last drop-off. This excludes travel to and from the contractor's maintenance and repair facilities, fueling facilities, drivers' breaks, training, road tests, vehicle breakdowns, downtime and deadhead time.

**Service Costs**

Service for the Shuttle Service operation is charged on a revenue service hour basis.

**Hours of Operation**

Shuttle service operates Monday through Saturday, including some Federal Holidays. The City reserves the right to make changes to the operating hours. Proposals should be based on a maximum of 3,378 revenue service hours annually. Within these hours the contractor must be flexible to schedule the vehicles to best meet the demand. The contractor will not be allowed to exceed the maximum without express written permission from the City.

**Operating Hours**

The Shuttle Service currently operates on the following schedule:

| | |
|---|---|
| Monday-Friday | 7:00 am - 6:00 pm |
| Saturday | 8:00 am - 5:00 pm |

Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## CONTRACTOR REQUIREMENTS

### Facilities

The successful contractor shall provide all operating facilities required to operate this contract including vehicle parking and maintenance facilities and dispatch and administrative offices.

### Vehicles

The Shuttle Service currently operates using one (1) vehicle provided by the City of Cudahy.

All proposed vehicles provided by the Proposer must meet CHP inspection requirements and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be equipped with handrails, grabs and guards.

The contractor provides fuel for all dedicated vehicles used in service. The contractor must provide additional vehicles at its own expense to meet service requirements, if required.

### Preventive Maintenance Program

All vehicles and vehicle equipment required by this RFP shall be maintained by the contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the vehicles. Contractor shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the Shuttle Service fleet that meets or exceeds CHP and manufacturer's standards. This program shall include a comprehensive file detailing the history of maintenance and repair work performed on each vehicle. At a minimum, the selected Contractor will perform preventive maintenance on each vehicle every 3,000 miles or 45 days, whichever occurs first.

It shall be the express responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles, if necessary, to keep the vehicles in a safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits, for the length of time the warranty is in effect.

### Cleanliness of Vehicles

The successful contractor shall clean the interior and exterior of the City owned vehicle on a weekly basis. The drivers are expected to keep the interior tidy and free from trash during their shift.

**Vehicle Inspections**

The selected Contractor will:

- Satisfactorily maintain all vehicles;
- Assure that all vehicles meet or exceed all applicable codes and laws for operating public transit and paratransit systems on public streets and highways in California;
- Pass any and all vehicle inspections by the Department of Motor Vehicle, California Highway Patrol or other agencies as required; and
- Bring the vehicle into compliance with motor vehicle inspection standards.

The expense of the corrective action will be borne solely by the selected Contractor.

**City Conducted Inspections**

The City reserves the right to inspect, examine or test any equipment used in the performance of operations as described herein at any time in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections needed. These inspections will be arranged in advance with the Contractor so that adequate back-up vehicles are provided in the case of vehicle inspections.

**Record Keeping Requirements**

As a part of the management and administration of the program, the selected Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (MTA) and State and Federal laws and regulations. The selected Contractor must be able to meet the MTA's National Transit Database reporting requirements and meet the FTA 5310 and 5317 program requirements for record keeping. All driving licenses pull notices and relevant training certificates for the drivers must be copied and sent to the City within thirty (30) days of starting the Shuttle Service.

**Reporting Requirements**

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at a frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The selected Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to; monthly statistical reports that include ridership by time of day, drivers' logs, and dispatch logs for dates requested for the purpose of documenting on-time performance standards. The City is a voluntary reporter to the National Transit Database (NTD) at this time.

**Incident Reports**

Drivers shall be required to complete “Incident Reports” arising out of any unusual occurrences during service. Such reports must be submitted for City review within 48 hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger injury, illness or misconduct, accidents while boarding or disembarking a Shuttle Service vehicle or situations that do not follow established Shuttle Service policies.

**Accident Reports**

All vehicle accidents shall be reported to City staff by telephone immediately during normal business hours and no later than first thing the following day (regardless of the amount of damage or lack thereof) and a police report must be filed immediately. The selected Contractor must submit written Accident Reports to the City within twenty-four (24) hours of an accident.

**Inspection of Operation Records**

The City reserves the right to audit all of the selected Contractor’s operational records for the Shuttle Service program.

**Complaints**

The selected Contractor shall routinely log complaints and citizen concerns that are communicated to its employees, and forward copies to City staff for their attention. As part of the program administration, the City shall document all complaints and citizen concerns and route them to the selected Contractor for resolution. The City may request that a driver be removed from the Cudahy Shuttle Service operation.

END OF DOCUMENT

# REQUEST FOR PROPOSALS

# TO PROVIDE

# SHUTTLE SERVICES

# FOR THE

# CITY OF CUDAHY

## IMPORTANT DATES

| | |
|---|---|
| RFP ISSUED | Thursday, February 19, 2015 |
| DEADLINE TO SUBMIT QUESTIONS | Friday, March 6, 2015 |
| **PROPOSAL DUE DATE** | **Friday, March 13, 2015** |
| PROPOSALS ARE EVALUATED | Monday, March 16, 2015 |
| CITY COUNCIL APPROVAL | Tuesday, April 7, 2015 |
| NOTICE TO PROCEED | Friday, April 10, 2015 |

## TABLE OF CONTENTS

I. INTRODUCTION ..... 1

II. BACKGROUND ..... 1

III. SCOPE OF WORK ..... 1

IV. PROPOSAL SCHEDULE ..... 1

V. GENERAL INFORMATION ..... 2

VI. TERMS AND CONDITIONS ..... 5

VII. PROPOSAL CONTENT ..... 7

VIII. EVALUATION PROCEDURES ..... 9

IX. STAFF CONTACT ..... 11

EXHIBIT A SCOPE OF WORK

EXHIBIT B PRICING FORM

EXHIBIT C SAMPLE CONTRACT SERVICES AGREEMENT

EXHIBIT D CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

EXHIBIT E FALSE CLAIMS FORM

EXHIBIT F CIVIL LITIGATION HISTORY

# City of Cudahy

5220 Santa Ana, Cudahy, California 90201

(323) 773-5143 Fax (323) 771-2072

## Shuttle Services
## Request for Proposals

### I. INTRODUCTION

The City of Cudahy ("City") is requesting technical and cost proposals from qualified and experienced contractors to provide operations and maintenance services for the shuttle service for senior citizens and disabled persons.

### II. BACKGROUND

The City is located in Southeast Los Angeles County, next to the L.A. River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy, who purchased the land known as Rancho San Antonio in 1908 for development. Cudahy is 1.1 square miles with a current population of 23,805. The City is a general law city and operates under the council-manager form of government.

### III. SCOPE OF WORK

See Exhibit "A" for a detailed description of the Scope of Work.

### IV. PROPOSAL SCHEDULE

| | |
|---|---|
| RFP Issued: | Thursday, February 19, 2015 |
| Deadline to Submit Questions: | Friday, March 6, 2015 at 3:00 p.m. |
| Deadline to Receive Proposals | **Friday, March 13, 2015 at 3:00 p.m.** |
| Evaluation of Statements of Proposals | Monday, March 16, 2015 |
| City Council Approval | Tuesday, April 7, 2015 at 6:30 p.m. |
| Notice to Proceed | Friday, April 10, 2015 |

## V. GENERAL INFORMATION

The City seeks proposals from outside firms to provide vehicle repair and maintenance services. The City will select one qualifying firm to provide the services as defined in the Scope of Services section of this RFP.

**A.** **Proposal Validity** – The Proposer's pricing shall be valid for a minimum of 90 days.

**B.** **Request for Information** – Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Michael Allen, Director of Community Development, at mallen@cityofcudahyca.gov. The deadline to submit questions will be **Friday, March 6, 2015 at 3:00 p.m.**

**C.** **Submission Deadline** – Proposals must be received by the Office of the City Clerk by **3:00 p.m.** on **Friday, March 13, 2015** in a sealed envelope with the words "Shuttle Services" clearly labeled along with the name and address of the firm. The submittal packet shall include three (3) copies of the proposal and one (1) copy of the proposal to be provided on a compact disc or a flash drive.

The Statement of Proposals, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

**D.** **Late Submittals** – It is strongly recommended that proposals be delivered in-person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their proposal. Proposals may not be submitted by facsimile or electronic mail.

**E.** **Withdrawal or Modifications** – A proposal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their proposal as submitted. In the event a Proposer seeks to withdraw and modify a proposal, the modified proposal must be submitted before the applicable submission deadline.

**F.** **Addenda** – In the event that any portion of this RFP is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Submittals received without the applicable addenda may be rejected as incomplete.

**G.** **Responsiveness** – All submittals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Firms are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive.

The City also reserves the right, at its sole and absolute discretion to waive minor administrative irregularities or errors.

**H.** **Costs** – The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

**I.** **Legal Authorization** – All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City.

**J.** **Conflict of Interest** – Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

1. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City; and

2. Consulting services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

**K.** **Rejection of Submittals** – The City reserves the right at its sole discretion to reject any and all submittals received without penalty as result of this RFP.

1. A proposal may be immediately rejected if:

   a) It contains misrepresentative or misleading information;

   b) It is received at any time after the exact date and time set for receipt of proposals;

   c) It does not meet the required specifications or terms and conditions as prescribed;

   d) It is not prepared in the format outlined in this RFP;

   e) It is signed by an individual not authorized to represent the Proposer;

   f) Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal;

   g) Any other reason in the City's sole and absolute discretion.

**L.** **No Guarantee of Contract** – No guarantee is made that any contract will be awarded in response to this RFP.

**M.** **Insurance Coverage –** If a Proposer is selected, all insurance documentation will be provided to the City prior to the execution of a contract at the expense of the Proposer. All insurance requirements are included as a provision of the contract.

**N.** **Sub-consultants** – Proposer shall identify any sub-consultants and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of sub-consultants.

**O.** **Acceptance of Conditions** – Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document (including, but not limited to, all the conditions reflected in the sample Professional Services Agreement) which shall be submitted with the proposal.

**P.** **Public Record** – All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. Insofar as a proposal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (T) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

**Q.** **Right to Request Additional Information** – During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

**R.** **Additional Services** – The Scope of Work describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope

of Work may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

**S.** **Conflict of Interest** - By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

**T.** **Confidential Information** - City reserves the right to make copies of a Proposer's proposal available for inspection and copying by members of the public (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5$^{th}$ day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

## VI. TERMS AND CONDITIONS

**A.** **Certification.** By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior

understanding, agreement or connection with any other Proposer submitting a proposal for this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

**B.** **Reserving Rights.** The City reserves the right to reject any and all proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.

**C.** **Assignment and Guarantee.** No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any Proposer selected for contract negotiations**.**

**D.** **Financial Responsibility for Proposal Costs.** The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the Proposer.

**E.** **Clarification.** Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Michael Allen, Director of Community Development at mallen@cityofcudahyca.gov. The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City.

**F.** **Discrimination.** The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

**G.** **Equal Opportunity.** During the performance of the contract, Proposer agrees to the following:

1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California,

County of Los Angeles and City of Cudahy laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.

**H. Indemnification.** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind with regard to the preparation or presentation of a proposal in response to this RFP.

**I. Gratuity Prohibition.** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

## VII. PROPOSAL CONTENT

The City requires all proposals submitted in response to this RFP to follow a specific format. Interested firms must submit three (3) copies of the proposal and one (1) copy of the proposal to be provided on a compact disc or a flash drive.

The Statement of Proposals, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages

### Cover Letter

The cover letter should be signed by a person with the official authority to bind the company. The letter must also include the name, address, telephone number, email address, title and signature of the firm's contact person for this RFP and state that the submittal is valid for 90 days. An acceptance to the City's standard contract should also be included.

### Approach

The purpose of the response is to demonstrate the Proposer's competence and capacity to provide vehicle repair and maintenance services for the City of Cudahy in

conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposals and Proposals will carry more weight than their form or manner of presentation. The technical response should demonstrate the Proposals of the individual or organization and of the particular staff to be assigned to this engagement.

The Proposal should be prepared to all the points outlined in the Request for Proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposals. Please provide as much information as possible regarding Proposals and experience.

**Submission Requirements**

Name, contact, address, telephone and fax number, and email of firm.

Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.

Firm's history and number of years in business.

Provide all necessary licenses, permits and certifications relating to vehicle repair and maintenance.

Review and complete all Exhibits attached hereto as requested.

Information on any pending litigation against the organization or any of its principals as it relates to the services provided by the firm.

Any other information you feel is appropriate to assist in the selection process.

**Proposed Staffing and Project Team**

This section should establish Proposer's experience and experience of personnel that will properly perform the work on City of Cudahy vehicles. Identify key personnel to be assigned and their experience (detailed).

**References**

All qualified Proposers must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information supply the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

**Insurance**

Provide a copy of the organization's current insurance certificates.

**Fees**

Interested organizations must submit the schedule of Fees Proposal attached to this RFP as Exhibit C.

**Parts and Material**

All parts and material required in the performance of this specification shall be charged on the basis of the manufacturer's or jobber's list price, less a fixed discount percentage rate that the firm must identify in the proposal submission. The City of Cudahy reserves the right, should it deem necessary, to inspect the bidder's discount procedure, either prior to or after the contract has been awarded. The Proposer will be required to show the discount rate allowed on each and every invoice.

## VIII. EVALUATION PROCEDURES

**A. Selection Committee.** Proposals submitted will be evaluated by City staff, which shall be selected by the City Manager.

**B. Review of Proposals.** City staff will use a point formula during the review process to individually score Proposals, as outlined in Section C below, "Proposal Evaluation Criteria." City staff will then be convened to review and discuss the evaluations and combine the individual scores to arrive at an average composite score for each firm. Firms that do not meet the "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in C2, the firms with the three (3) highest scores will be recommended by the Public Works Director to participate in an oral presentation/interview with the Selection Committee as outlined below.

**C. Project Proposal Evaluation Criteria.** Proposals will be evaluated using two (2) sets of criteria. Forms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal selection criteria which will be considered during the evaluation process. City reserves the right to select any firm that submits a complete and timely proposal notwithstanding the firm's overall score in relation to other firms.

1. Mandatory Elements

   a) The firm is an independent contractor properly licensed to practice in California.

   b) The firm has no conflict of interest with regard to any other work performed by the firm for the City.

   c) The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2. Qualitative Evaluation (Maximum Point = 100)

3. Experience and Performance (50 Points):

   a) The firm's past experience and performance on specific government engagements (i.e., references).

   b) Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).

   c) Firm's statement on why it believes itself to be best qualified (cover letter).

4. Ability to complete work in a timely manner and references (25 points)

5. Cost/Value to City (and/or applicants) (25 points)

   a) Reasonable rate for Project services

   b) Ability to stay within budget.

6. Oral presentation/interview (at the option of the City)

The Proposers with the three highest combined scores should expect to be interviewed by the City staff on the date listed in the RFP. Upon completion of the interviews and negotiation of compensation, and/or terms and conditions, a contract shall be prepared and submitted to the City Council for approval.

**D. PROPOSAL SUBMITTAL.** Three (3) hard copies and one (1) electronic copy of the proposal shall be presented in an envelope or package. Hard copies should be bound and an electronic copy shall be provided in a compact disc that will include the name of the Proposer and the title "Shuttle Services." The electronic file shall be in Portable Document Format (PDF). The envelope shall bear the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Office of the City Clerk
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

The proposal shall be delivered to the above address on or before **3:00 p.m.** on **Friday, March 13, 2015.**

## IX. STAFF CONTACT

For inquiries, please contact Michael Allen at (323) 773-5143 or email at mallen@cityofcudahyca.gov.

Issued by:

CITY OF CUDAHY

CITY MANAGER'S OFFICE

_____

Jose Pulido
City Manager

# EXHIBIT "A"
# (SCOPE OF WORK)

All Proposals shall propose the complete management, maintenance and operation of the service, ensuring a complete system in that nothing remains to be purchased, provided or supplied by the City, other than as indicated in the RFP.

**Overview of the Shuttle Service**

The Shuttle service operates one (1) vehicle Monday through Friday, eleven (11) hours daily, and Saturday, 9 hours daily. Monthly service hours totaling 289.

**Fare Structure**

No fares are collected. Passengers must provide documentation that they live in the appropriate City.

**Revenue Service Hours**

Revenue service hours are defined as the hours the vehicle is in revenue service, that is, from its first pick up in the morning to its last drop-off. This excludes travel to and from the contractor's maintenance and repair facilities, fueling facilities, drivers' breaks, training, road tests, vehicle breakdowns, downtime and deadhead time.

**Service Costs**

Service for the Shuttle Service operation is charged on a revenue service hour basis.

**Hours of Operation**

Shuttle service operates Monday through Saturday, including some Federal Holidays. The City reserves the right to make changes to the operating hours. Proposals should be based on a maximum of 3,423 revenue service hours annually. Within these hours the contractor must be flexible to schedule the vehicles to best meet the demand. The contractor will not be allowed to exceed the maximum without express written permission from the City.

**Operating Hours**

The Shuttle Service currently operates on the following schedule:

| | |
|---|---|
| Monday-Friday | 7:00 am - 6:00 pm |
| Saturday | 8:00 am - 5:00 pm |

Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## CONTRACTOR REQUIREMENTS

### Facilities

The successful contractor shall provide all operating facilities required to operate this contract including vehicle parking and maintenance facilities and dispatch and administrative offices.

### Vehicles

The Shuttle Service currently operates using one (1) vehicle provided by the City of Cudahy.

All proposed vehicles provided by the Proposer must meet CHP inspection requirements and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be equipped with handrails, grabs and guards.

The contractor provides fuel for all dedicated vehicles used in service. The contractor must provide additional vehicles at its own expense to meet service requirements, if required.

### Preventive Maintenance Program

All vehicles and vehicle equipment required by this RFP shall be maintained by the contractor in good repair and in a condition satisfactory to the City. Contractor shall assume all responsibility for the proper maintenance of the vehicles. Contractor shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the Shuttle Service fleet that meets or exceeds CHP and manufacturer's standards. This program shall include a comprehensive file detailing the history of maintenance and repair work performed on each vehicle. At a minimum, the selected Contractor will perform preventive maintenance on each vehicle every 3,000 miles or 45 days, whichever occurs first.

It shall be the express responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles, if necessary, to keep the vehicles in a safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits, for the length of time the warranty is in effect.

### Cleanliness of Vehicles

The successful contractor shall clean the interior and exterior of the City owned vehicle on a weekly basis. The drivers are expected to keep the interior tidy and free from trash during their shift.

**Vehicle Inspections**

The selected Contractor will:

- Satisfactorily maintain all vehicles;
- Assure that all vehicles meet or exceed all applicable codes and laws for operating public transit and paratransit systems on public streets and highways in California;
- Pass any and all vehicle inspections by the Department of Motor Vehicle, California Highway Patrol or other agencies as required; and
- Bring the vehicle into compliance with motor vehicle inspection standards.

The expense of the corrective action will be borne solely by the selected Contractor.

**City Conducted Inspections**

The City reserves the right to inspect, examine or test any equipment used in the performance of operations as described herein at any time in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections needed. These inspections will be arranged in advance with the Contractor so that adequate back-up vehicles are provided in the case of vehicle inspections.

**Record Keeping Requirements**

As a part of the management and administration of the program, the selected Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (MTA) and State and Federal laws and regulations. The selected Contractor must be able to meet the MTA's National Transit Database reporting requirements and meet the FTA 5310 and 5317 program requirements for record keeping. All driving licenses, pull notices and relevant training certificates for the drivers must be copied and sent to the City within thirty (30) days of starting the Shuttle Service.

**Reporting Requirements**

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at a frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The selected Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to; monthly statistical reports that include ridership by time of day, drivers' logs, and dispatch logs for dates requested for the purpose of documenting on-time performance standards. The City is a voluntary reporter to the National Transit Database (NTD) at this time.

**Incident Reports**

Drivers shall be required to complete “Incident Reports” arising out of any unusual occurrences during service. Such reports must be submitted for City review within 48 hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger injury, illness or misconduct, accidents while boarding or disembarking a Shuttle Service vehicle or situations that do not follow established Shuttle Service policies.

**Accident Reports**

All vehicle accidents shall be reported to City staff by telephone immediately during normal business hours and no later than first thing the following day (regardless of the amount of damage or lack thereof) and a police report must be filed immediately. The selected Contractor must submit written Accident Reports to the City within twenty-four (24) hours of an accident.

**Inspection of Operation Records**

The City reserves the right to audit all of the selected Contractor’s operational records for the Shuttle Service program.

**Complaints**

The selected Contractor shall routinely log complaints and citizen concerns that are communicated to its employees, and forward copies to City staff for their attention. As part of the program administration, the City shall document all complaints and citizen concerns and route them to the selected Contractor for resolution. The City may request that a driver be removed from the Cudahy Shuttle Service operation.

**EXHIBIT "B"**
**(PRICING FORM)**

City of Cudahy
Request for Proposal
Shuttle Service

| YEAR | Annual Revenue Hours | Proposed Price (per Revenue Hours) | Annual Costs |
|---|---|---|---|
| First Year | 3,378 | | |
| Second Year | 3,378 | | |
| Third Year | 3,378 | | |

SUBMITTED BY
ORGANIZATION _____

# EXHIBIT C
## (SAMPLE CONTRACT SERVICES AGREEMENT)

CONTRACT SERVICES AGREEMENT

([Replace w/ Name of Consultant - Replace w/ Brief Description of Engagement] )

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____day of _____ 20_____ (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and [____REPLACE WITH NAME OF CONSULTANT____], a [___REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.____] (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I.
ENGAGEMENT TERMS

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

1.2 TERM: This Agreement shall have a term of [___REPLACE TEXT WITH TERM PERIOD: X# of DAYS? MONTHS? YEARS?] commencing from [_REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the "EFFECTIVE DATE"? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [_MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR'S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM] …….., unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause

1.3 COMPENSATION:

A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [_____THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT_____] (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [___REPLACE WITH NOT-TO-EXCEED SUM____] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.
## PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent and [____REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT_____] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [__INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR PURPOSES OF CONTRACT ADMINISTRATION_____] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*.);

D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume

responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

## III.
## INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall

indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested**. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

## IV.
## INDEMNIFICATION

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

4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V.
## TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

## VI.
## MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed

and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

**CONSULTANT:**
[_REPLACE WITH Business Name of Consultant_]
[_REPLACE WITH Business Address_]
Attn: [_REPLACE WITH Name/Title of Consultant's chief contact ___]
Phone: [_REPLACE WITH Phone Number_]
Fax: [_REPLACE WITH Fax Number__]
Email: [_If available, REPLACE WITH e-mail or simply delete_]

**CITY:**
City of Cudahy
[Insert Name of Department/Division]
5220 Santa Ana St.
Cudahy, CA 90201
Attn: [___Title of CITY Contact___]
Phone: [___REPLACE WITH Dept Phone__]
Fax: [___REPLACE WITH Dept Fax___]

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF CUDAHY:**

By:_____
Jose E. Pulido, City Manager

**APPROVED AS TO FORM:**

By:_____

**[REPLACE WITH BUSINESS NAME OF CONSULTANT, E.G., ACME CORP.]:**

By:_____

Name:_____

Title:_____

# EXHIBIT "D"

## Shuttle Services RFP

## (CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any))

By signing this form below, the firm certifies that the attached Agreement in Exhibit C is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name:_____ Title:_____

Signature:_____ Date:_____

Firm Name: _____

# EXHIBIT “E”

## FALSE CLAIMS FORM

**SHUTTLE SERVICES RFP**

**CITY OF CUDAHY**

**City Hall**
**5220 Santa Ana Street**
**Cudahy, California 90201**

**False Claims / False Claims Act Certification**

**(SHUTTLE SERVICES RFP)**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

## FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

_____

(2) Identity of tribunal or court and case name or number, if any: _____

_____

(3) Government Contract or project involved: _____

_____

(4) Government agency involved: _____

_____

(5) Amount of fine imposed: _____

(6) Exculpatory Information: _____

_____

_____

## DECLARATION

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

# EXHIBIT F

## SHUTTLE SERVICES RFP

## CIVIL LITIGATION HISTORY

**CITY OF CUDAHY**
**CITY HALL**
**5220 SANTA ANA STREET**
**CUDAHY, CALIFORNIA 90201**
**Civil Litigation History/**
**Civil Litigation Certification**
**(SHUTTLE SERVICES RFP)**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Shuttle Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer).

## CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

_____

(2) Court case identification number: _____

(3) Jurisdiction in which case was filed: _____

(4) Outcome of the case: _____

_____

_____

(5) Name of Case: _____

_____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

_____

_____

## DECLARATION

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____at _____
(month and year) (city and state)

By: _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer)

END OF DOCUMENT

# EVALUATION SHEET

**EVALUATOR:** Aaron Hernandez-Torres

**COMPANY:** Parking Company of America

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No |
| a) – The firm is an independent contractor properly licensed to practice in California. | ☐ ☐ |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | ☐ ☐ |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | ☐ ☐ |
| | **Rating / Maximum Points** |
| ***Experience and Performance*** | |
| a) – The firm's past experience and performance on specific government engagements (i.e., references). | 45 /50 |
| b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project). | |
| c) – Firm's statement on why it belives itself to be the best qualified (cover letter). | |
| ***Ability to complete work in a timely manner and references*** | 20 /25 |
| ***Cost/Value to City (and/or applicants)*** | |
| a) – Reasonable rate for project services. | 15 /25 |
| b) – Ability to stay within budget. | |

80

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>✓ Recommend accept as is | |
| **TOTAL** | 80 / 100 |

**A. STRENGTHS:**

- Many years in business
- Experience

**B. WEAKNESSES:**

- More Detailed info Needed
- Price.

# EVALUATION SHEET

**EVALUATOR:** AARON HERNANDEZ

**COMPANY:** MV Transportation, Inc.

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No |
| a) – The firm is an independent contractor properly licensed to practice in California. | ☐ ☐ |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | ☐ ☐ |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | ☐ ☐ |
| | **Rating / Maximum Points** |
| ***Experience and Performance*** | |
| a) – The firm's past experience and performance on specific government engagements (i.e., references). | |
| b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project). References | 50 /50 |
| c) – Firm's statement on why it belives itself to be the best qualified (cover letter). | |
| ***Ability to complete work in a timely manner and references*** | 20 /25 |
| ***Cost/Value to City (and/or applicants)*** | |
| a) – Reasonable rate for project services. | 20 /25 |
| b) – Ability to stay within budget. | |

90

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>✓ Recommend accept as is | |
| **TOTAL** | 90 / 100 |

**A. STRENGTHS:**

- Organization
- Similar Projects

**B. WEAKNESSES:**

- Detailed info on how to complete work in a timely manner

# EVALUATION SHEET

**EVALUATOR:** DIDIER MURILLO

**COMPANY:** PARKING COMPANY OF AMERICA

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No |
| a) – The firm is an independent contractor properly licensed to practice in California. | Yes: X / No: |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | Yes: X / No: |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | Yes: / No: X |
| | **Rating / Maximum Points** |
| ***Experience and Performance*** | |
| a) – The firm's past experience and performance on specific government engagements (i.e., references). | |
| b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project). | 40 /50 |
| c) – Firm's statement on why it belives itself to be the best qualified (cover letter). | |
| ***Ability to complete work in a timely manner and references*** | 25 /25 |
| ***Cost/Value to City (and/or applicants)*** | |
| a) – Reasonable rate for project services. | 20/25 |
| b) – Ability to stay within budget. | |

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>_X_ Recommend accept as is | |
| **TOTAL** | 85 / 100 |

**A. STRENGTHS:**

- 3.7 MILES AWAY FROM CUDAHY
- COVER LETTER

**B. WEAKNESSES:**

- NO TABLE OF CONTENTS
- ~~NO~~ MENTION OF A/C ON VEHICLES
- PROPOSED TEAM (EXPERIENCE) IS MENTIONED IN GENERAL TERMS ONLY
- HIGH PROPOSED PRICE (PER REVENUE HOURS)
- (5) CLAIMS W/ POSSIBLE LITIGATION

# EVALUATION SHEET

**EVALUATOR:** DIDIER MURILLO

**COMPANY:** MV TRANSPORTATION, INC.

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No |
| a) – The firm is an independent contractor properly licensed to practice in California. | ☒ / ☐ |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | ☒ / ☐ |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | ☒ / ☐ |
| | **Rating / Maximum Points** |
| ***Experience and Performance***<br>a) – The firm's past experience and performance on specific government engagements (i.e., references).<br>b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project).<br>c) – Firm's statement on why it belives itself to be the best qualified (cover letter). | 45 /50 |
| ***Ability to complete work in a timely manner and references*** | 25 /25 |
| ***Cost/Value to City (and/or applicants)***<br>a) – Reasonable rate for project services.<br>b) – Ability to stay within budget. | 25 /25 |

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>__X__ Recommend accept as is | |
| **TOTAL** | 95 / 100 |

**A. STRENGTHS:**

- PROVIDED TABLE OF CONTENTS
- DRIVE CAM, TIME POINT SOFTWARE & WEBSITE.
- DRIVER TRAINING & RETRAINING PROGRAM
- PROPOSAL IS EASY TO FOLLOW. CONTAINS A TABLE OUTLINING THE SCOPE OF WORK
- PROPOSED TEAM (EXPERIENCE) IS PROVIDED IN DETAIL
- LOW PROPOSED PRICE (PER REVENUE HOURS)
- Ø LITIGATION

**B. WEAKNESSES:**

- 5.9 MILES AWAY FROM CUDAHY
- COVER LETTER

# EVALUATION SHEET

**EVALUATOR:** MA

**COMPANY:** PCAM, LLC

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No (EXPIRED) |
| a) – The firm is an independent contractor properly licensed to practice in California. | ☐ / ☒ |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | ☒ / ☐ |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | ☒ / ☐ |
| | **Rating / Maximum Points** |
| ***Experience and Performance*** | |
| a) – The firm's past experience and performance on specific government engagements (i.e., references). LONG HISTORY W/ PUBLIC AGENCIES, | |
| b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project). NO DISTINGUISHED FEATURES HIGHLIGHTED. | 20 /50 |
| c) – Firm's statement on why it belives itself to be the best qualified (cover letter). NO STATEMENT | |
| ***Ability to complete work in a timely manner and references*** | |
| MEETS REQUIRED SCOPE. | 25 /25 |
| ***Cost/Value to City (and/or applicants)*** | |
| a) – Reasonable rate for project services. | 10 /25 |
| b) – Ability to stay within budget. OUT OF BUDGET | |

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>_X_ Recommend accept as is | |
| **TOTAL** | 55 / 100 |

**A. STRENGTHS:**

LONG HISTORY PROVIDING SERVICE TO OTHER AGENCIES (LAX).

MEETS MINIMUM REQ.

**B. WEAKNESSES:**

OVER BUDGET, DOES NOT PROVIDE HOW/WHY THE BEST PROVIDER.

# EVALUATION SHEET

**EVALUATOR:** NA

**COMPANY:** MV TRANSPORTATION, INC.

| Criteria | Check Box |
|---|---|
| ***Mandatory Elements*** | Yes / No |
| a) – The firm is an independent contractor properly licensed to practice in California. | [X] / [ ] |
| b) – The firm has no conflict of intrest with regard to any other work performed by the firm for the City. | [X] / [ ] |
| c) – The firm adheres to the instructions in this RFP on prepering and submiting the proposal. | [X] / [ ] |
| | **Rating / Maximum Points** |
| ***Experience and Performance*** | |
| a) – The firm's past experience and performance on specific government engagements (i.e., references). | |
| b) – Distinguishing features, skill and/or services (these may include demonstrated experience of the assigned staff to the project). | 50 /50 |
| c) – Firm's statement on why it belives itself to be the best qualified (cover letter). | |
| ***Ability to complete work in a timely manner and references*** | |
| MEET MIN. REQ. | 25 /25 |
| ***Cost/Value to City (and/or applicants)*** | |
| a) – Reasonable rate for project services. | 25 /25 |
| b) – Ability to stay within budget. WITHIN BUDGET | |

| ***Overall Evaluation*** | |
|---|---|
| ____ Incomplete, reject<br>____ Incomplete, revise and resubmit (if no other responses are sufficient)<br>✓ Recommend accept as is | |
| **TOTAL** | 100 / 100 |

**A. STRENGTHS:**

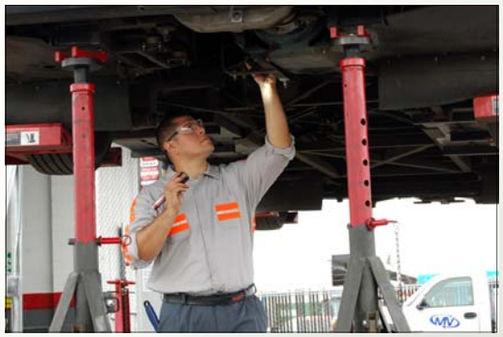
IMPRESSIVE "UNCONDITIONAL SATISFACTORY GUARANTEED WARRANTY."
NEW TECHNICAL ADVANCEMENTS (CAM, GPS, TIMEPOINT)
PROVIDES PROFESSIONAL PROGRAMS FOR CO. STAFF
LONG MUNICIPAL HISTORY
EXTENSIVE DRIVER TRAINING.

**B. WEAKNESSES:**

We Provide Freedom™

# City of Cudahy

## Shuttle Services



MV TRANSPORTATION, INC.
5910 N. Central Expressway | Suite 1145 | Dallas, TX 75206
P 972.391.4600

*PROPOSAL TO*

# City of Cudahy

*FOR*

# Shuttle Services

# Dated: March 13th, 2015

## SUBMITTED TO:

City of Cudahy
Office of the City Clerk
5220 Santa Ana Street
Cudahy, CA 90201

## SUBMITTED BY:

MV Transportation, Inc.
*and all subsidiaries, joint ventures, partnerships and affiliates*
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Telephone: 972.391.4600

---

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

# Unconditional Satisfaction Guaranteed Warranty

MV TRANSPORTATION, INC.

MV Transportation is pleased to provide the following unconditional warranty to the City of Cudahy. In the event MV is selected to provide services pursuant to the City Request for Proposal for Shuttle Services, in addition to any contractual warranties and remedies that the City is entitled to under the contract, MV will warrant its service as follows:

> *In the event the City is dissatisfied with MV's service for any reason during the term of the contract, the City may terminate the contract. In the event the contract is so terminated, MV will refund to the City any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.*

# Table of Contents

1. Cover Letter ..... 1
2. MV's Approach ..... 2
3. Submission Requirements ..... 3
   3.1. Contact Information and Type of Organization ..... 3
   3.2. About MV Transportation, Inc. ..... 4
   3.3. Certifications and Exhibits ..... 5
   3.4. Litigation ..... 5
   3.5. Additional Information ..... 5
      3.5.a. Implementation Plan ..... 6
      3.5.b. Daily Operations ..... 6
      3.5.c. Maintenance Program ..... 8
      3.5.d. Safety Program ..... 10
      3.5.e. Driver Hiring and Benefits ..... 11
      3.5.f. Driver Training Program ..... 12
      3.5.g. Proposed Technology ..... 14
4. Proposed Staffing and Project Team ..... 15
5. References ..... 20
6. Insurance ..... 20
7. Fee Proposal ..... 20

# 1. Cover Letter

March 10, 2015

Mr. Michael Allen
City of Cudahy
5220 Santa Ana
Cudahy, CA 90201

Dear Mr. Allen:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the City of Cudahy's Request for Proposal for Shuttle Services. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

Justin Pate is your primary contact for this procurement. He can be reached any time of day at 214.662.0499 or justin.pate@mvtransit.com. Additionally, Mr. Joe Escobedo will serve as your secondary contact; he can be reached any time of day at 623.340.3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

MV accepts all the standards set forth in Exhibit C (sample contract services agreement) of RFP for Shuttle Services.

I am authorized to bind the company and make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Shuttle Services. We look forward to working with you throughout this procurement.

Sincerely,

Amy Barry
Senior Vice President

# 2. MV's Approach

## Executive Summary

The City of Cudahy has issued a request to provide service for its Cudahy Area Rapid Transit (C.A.R.T.) shuttle service for seniors and disabled persons. This service comprises seven stops within the City limits between the hours of 7:00 am to 6:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday.

For this service, MV will provide all required operations and maintenance services from its Paramount division, located at 7209 East Rosecrans Avenue, Paramount, California – just six miles from the City of Cudahy.

The current operating facility in Paramount houses more than 100 employees who will be available to give additional support, as needed, to the City's services. MV will also provide a part time dispatcher and road supervisor to oversee the service.

Key to MV's proposal is its superior staff and support team:

- **Mr. Stephen Allan, General Manager:** Steve will provide management oversight and ensure MV's service meets City expectations. Stephens's extensive experience spans more than three decades – much of it in shuttle bus operations.
- **Ms. Lina Parten, Safety and Training Manager:** Lina brings 6 years' experience in transportation safety management, and 11 years overall transportation experience, to the City services and is a valued safety and training professional. Lina is a hands-on manager who has trained the current team of dispatchers at MV's Paramount operating location; her expertise will ensure excellent customer service and response time.
- **Mr. Martin Camargo, Maintenance Manager:** Mr. Camargo will ensure proper maintenance of the vehicles and has extensive vehicle maintenance management experience. He has overseen MV's fleet maintenance in the southern California region for the past 14 years in compliance with all state and regional regulations.

## Regional Support

Regional management personnel are also available to the team via telephone or on-site visit, these individual ensure that MV is living up to the promises made in the proposal.

Mr. Fadi Chakbazof is MV's regional vice president and executive-level representative for this operation. Fadi leads the regional support team assigned to this contract, and has authority over resource commitment and oversight. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality. Mr. Dennis Smith (director of safety) and Kenny Pouncey (director of maintenance) will work with the local operating team to perform audits, provide training, and coordinate resources as needed.

## New Technology

As a leader in transportation technology, MV can provide technology solutions specially tailored to the City services including:

- **DriveCam:** DriveCam is an on-vehicle camera system that allows monitoring of driver performance for better service delivery and safety.
- **CalAmp GPS:** These GPS units include a 3-axis accelerometer for measuring driver behavior and vehicle impacts while offering the high reliability fleet customers demand and are made for fleet tracking and therefore are ruggedized to withstand temperatures between 30°C and 75°C.
- **TimePoint Software:** TimePoint is MV's proprietary fixed route vehicle tracking and reporting system that integrates with the CalAmp GPS system to monitor on-time performance, dwell times, location information, and expected times of arrival.
- **TimePoint Mobi:** Mobi is a website that can be accessed from a smartphone, tablet, or PC to allow passengers to view their route in real-time, view alerts regarding their route and get estimated arrival times.

### Cost Effective Programs

In addition, MV brings comprehensive professional programs and the resources of a large company to the City, the company's size and experience provides several benefits, such as:

- **Comprehensive Safety Program:** MV's safety program addresses on-road and workplace safety, employee health, and system security; this has resulted in exceptional safety ratings and reduced insurance costs company-wide.
- **A Proven Fleet Maintenance Plan:** MV reduces system costs by extending the life of vehicle through a detailed preventive maintenance program.
- **Driver Training and Retraining:** All drivers are provided with 60 hours of training. Existing drivers retained in their current positions will be provided refresher training.
- **Access to National Accounts and Vendor Relationships:** MV's national purchasing power makes way for direct cost savings to MV's clients on vehicle parts and fluids, vendor training, office supplies, and other resources.

MV has become a national provider of transportation services by working hard and investing its time in building relationships with its clients, passengers, and the communities it serves. MV is confident that a partnership with the City will result in a safe, reliable service that meets the needs of the City and its residents.

# 3. Submission Requirements

## 3.1. Contact Information and Type of Organization

| MV Transportation, Inc. | |
|---|---|
| Contact Information: | Mr. Justin Pate, Vice President<br>479 Mason Street, Suite 221, Vacaville, CA 95687<br>214.662.0499 (Phone)<br>972.391.4750 (Fax)<br>justin.pate@mvtransit.com |

| MV Transportation, Inc. | |
|---|---|
| Type of Organization: | MV Transportation, Inc. is a corporation; the company was founded on August 5, 1975 and incorporated in the state of California in December 1978. |
| Address | 5910 North Central Expressway, Suite 1145, Dallas, TX 75206 (Corporate Headquarters). |

## 3.2. About MV Transportation, Inc.

### The MV Story – an American Success

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities. The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 59 years.

Today, the company remains the nation's largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

### Company Size and Statistics (As of January 2015)

| | |
|---|---|
| Number of Employees: | 18,153 |
| Number of Vehicles: | 10,286 |
| 2013 Revenues (000s): | $1,013,817 |
| Number of Contracts: | 235 |
| Number of Locations: | 154 (29 states and Washington D.C.; 3 Canadian Provinces; and Eastern Province, Saudi Arabia) |

### Breadth of Experience

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, driver training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed

route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas–Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

## 3.3. Certifications and Exhibits

Please find certifications for Martin Camargo and all completed Exhibits in the appendix.

## 3.4. Litigation

Please find MV's response to Exhibit F in the appendix.

## 3.5. Additional Information

MV offers comprehensive service plans for all sizes and service types; an overview of how MV will address the scope of services for the City, as required in the RFP Exhibit A, is included below.

| Addressing the Scope of Work | |
|---|---|
| Overview of Shuttle Service | The Shuttle service operates one (1) vehicle Monday through Friday, eleven (11) hours daily, and Saturday, nine (9) hours daily. Monthly service hours total 289. |
| Fare Structure | No fares are collected for the service; passengers must establish their place of residence to ride. |
| Revenue Service Hours | Revenue service hours include the hours from first pick up to last drop off, this excludes travel from the maintenance and repair facilities, fueling facilities, drivers' breaks, training, road tests, vehicle breakdowns, downtime and deadhead time. |
| Service Costs | Service for the Shuttle Service operation is charged on a revenue service hour basis. |
| Hours of Operation | Service operates Monday through Saturday, including some Federal Holidays. MV understands that the City anticipates a maximum of 3,426 revenue service hours annually with enough flexibility to meet demand. MV further understands that it will not be able to exceed the maximum revenue hours without express written permission from the City. |
| Operating Hours | The Shuttle Service currently operates on the following schedule:<br>Monday-Friday 7:00 am - 6:00 pm<br>Saturday 8:00 am - 5:00 pm<br>Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. |
| Facilities | The facility will be located at 7209 East Rosecrans Avenue, Paramount, California. Further information can be found in section 2 *MV's Approach* and |

| Addressing the Scope of Work | |
|---|---|
| | section 3.5.c *Maintenance Program.* |
| Vehicles | Please see section 3.5.c *Maintenance Program.* |
| Preventive Maintenance Program | Please see section 3.5.c *Maintenance Program.* |
| Cleanliness of Vehicles | Please see section 3.5.c *Maintenance Program.* |
| Vehicle Inspections | MV will maintain all vehicles in a satisfactory manner, ensuring that they meet or exceed all applicable codes and laws for operating public transit. MV will pass all vehicle inspections by the DMV, California Highway Patrol, or other agencies as required and ensure that vehicles are in compliance with motor vehicle inspection standards. For further information, please see the preventive maintenance program in section 3.5.c *Maintenance Program.* |
| City Conducted Inspections | Please see section 3.5.c *Maintenance Program.* |
| Record Keeping Requirements | Please see section 3.5.b *Daily Operations.* |
| Reporting Requirements | Please see section 3.5.b *Daily Operations.* |
| Incident Reports | Please see section 3.5.d *Safety Program.* |
| Accident Reports | Please see section 3.5.d *Safety Program.* |
| Inspection of Operation Records | Please see section 3.5.b *Daily Operations.* |
| Complaints | Please see section 3.5.b *Daily Operations.* |

## 3.5.a. Implementation Plan

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth service transition. Using an extensive network of experienced support personnel, MV focuses on organization, efficiency, and quality service while delivering the right leadership and necessary resources, without bureaucracy and micromanagement from corporate headquarters. As a result, MV is able to transition service quickly and without service disruption. To accomplish this, MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. Fadi Chakbazof, Regional Vice President will oversee all startup activities and serve as MV's transition manager for this project; he will work closely with Steve Allan, MV's proposed general manager. Please refer to section 4 *Proposed Staffing and Project Team* for names and information about additional corporate support personnel that will be part of the transition team. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive City approval.

## 3.5.b. Daily Operations

Dispatch management and service reporting will be performed from the operating location in Paramount, CA with services monitored using Verizon two-way radios. At the start of service, the driver will check in with the dispatcher who will perform a fit for duty inspection and review of the driver's license. The driver will then proceed to the yard and locate their assigned vehicle,

performing a daily vehicle inspection (DVI) before pullout. At the end of the day the driver will conduct a walkthrough of the vehicle to collect any items left on board and dispose of any trash and complete a post trip inspection.

Passenger reporting will occur on a monthly basis, in an approved format which includes ridership by time of day, drivers' logs, and dispatch logs.

## Standby Drivers and Backup Service

Standby drivers are available to relieve service in the event of a driver illness, roadcall, or any incident that results in a vehicle being placed out of service for any extended period of time. When a standby service is required, the standby driver will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby driver will continue the remainder of the route until shift end or otherwise directed by dispatch.

Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall.

## Road Supervision

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the driver team. They serve as the go-to resource in the field for MV's driver team. They perform incident investigations, administer drug and alcohol testing procedures, respond to roadcalls, and resolve passenger disputes as needed. Based on their findings reports for these various activities, the operations managers will administer progressive discipline. Road supervisors will perform driver evaluations to ensure that each driver is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types: observed ride checks, unobserved ride checks, mobility device securement spot checks, and pullout inspections.

## Record Keeping, Reporting, and Inspections

MV is able to meet the FTA/NTD reporting requirements and currently provides these reports to clients who receive Federal funding and are required to submit them. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information pursuant to the guidelines of the National Transit Database Reporting Manual. MV will maintain all project records required by the City, the Los Angeles County Metropolitan Transportation Authority (MTA), and State and Federal laws and regulations. MV will meet MTA's National Transit Database (NTD) reporting requirements and the FTA 5310 and 5317 program requirements for record keeping. All required monthly reports including statistical reports that include ridership by time of day, drivers' logs, and dispatch logs for dates requested, will be provided to the City at a frequency established by the City. MV agrees to submit additional reports as requested by the City in a format that is compatible with what is currently in use. All driving licenses pull notices and relevant training certificates for the drivers will be sent to the City within thirty (30) days of start of service.

MV understands that the City reserves the right to inspect records pertinent to the program operations.

## Complaints

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. MV will immediately take appropriate actions and begin investigation of all complaints collected by the City and will log complaints and concerns received from passengers and forward them to the City. All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant. Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. Drivers may be removed at the recommendation of the City.

## 3.5.c. Maintenance Program

The majority of MV's contractual obligations include the provision of fleet maintenance. The company consistently meets its established maintenance performance standards, and has been successful in extending the average life of the transit fleets it operates. Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

All maintenance and fueling will be conducted at 7209 East Rosecrans Avenue, Paramount, California. This facility has adequate secured storage for tools, equipment, and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-through service bays. The yard is situated on two acres of paved outdoor vehicle storage space; the area is securely fenced and well lit.

MV will provide one (1) 2010 e450 spare vehicle for road calls and as a backup for service. This vehicle will have working air conditioning and be equipped with handrails, grabs, and guards.

## Preventive Maintenance Program

MV's preventive maintenance program is based on a 48,000 mile interval cycle, with safety inspections (A-level) occurring at 3,000 miles or 45 days as required. Preventive maintenance inspections are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance team works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet availability during peak hours. The mechanic performing the preventive maintenance inspections has the vehicle file available for reference purposes. Any minor deficiencies noted in the file which were identified during the daily vehicle inspection (DVI) process or otherwise logged in the vehicle file will be addressed and repaired at that time.

### Heating and Cooling Systems

Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are inspected to ensure they

are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed. It is extremely important that all air conditioning systems are maintained and operated, especially during the off season. Operating these systems on a weekly basis at 10 minute intervals will confirm the refrigerant compressor is appropriately lubricated, preventing any leakage in the compressor shaft seal, and ensuring that any loss of refrigerant is detected early.

### Body Repair

MV is committed to making sure each vehicle remains in safe operating condition beyond its projected life. Body repair is an essential factor in this effort. Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the drivers' pride in the service fleet. MV does not tolerate body damage or graffiti and will not release vehicles into service if they have excessive body damage or damage that presents a safety hazard. During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

### Mobility Lifts and Ramps

No vehicle is permitted to enter service without a safe, functioning lift/ramp. During the daily vehicle inspection each driver is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the driver must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle. Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

### Warranty Repair

MV understands its responsibilities in maintaining the fleet and all documentation of repair as required. It is MV's policy to follow OEM specifications and uses only OEM or equivalent parts. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

### Parts Inventory

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. During the transition, MV will confirm that the maintenance vendor has an appropriate inventory of parts to support the service.

## Daily Vehicle Inspection Repairs

If a safety malfunction is detected as part of the daily vehicle inspection process, the driver performing the inspection will notify dispatch. Dispatch will coordinate repairs with the maintenance vendor.

## Roadcalls

MV's comprehensive maintenance program significantly minimizes vehicle downtime; however, in the rare event that a roadcall occurs, MV's team will be prepared to respond efficiently. Dispatchers

use troubleshooting techniques to first attempt to talk the driver through correcting the issue. If the driver can resolve the issue on his or her own the dispatcher will remain on the radio and coach the driver as needed until the situation is resolved. If the situation cannot be resolved, dispatch will call a third party towing service to transport the vehicle to receive repairs. If a replacement vehicle is needed, the contract manager will coordinate with dispatch to send another driver or supervisor to the field to transfer the passengers and resume the route. A vehicle breakdown form is completed for every roadcall and stored in the vehicle file.

### Vehicle Cleaning

All vehicles must be kept clean and free of refuse and debris at all times. Vehicles will be washed as need needed by drivers, at least once per week, to assure a clean and professional looking vehicle. The interior of the vehicle will be cleaned as needed, but at least once daily. All vehicle cleaning will be documented on a vehicle wash log and kept in the maintenance files. No food or drinks are allowed on the vehicle unless approved by the City. Drivers will inspect vehicles daily for graffiti and other damage, all damage will be noted this on the DVI report and the driver will attempt to clean and remove any graffiti that had been placed on the vehicle. Vehicles are swept daily at the end of each shift.

### City Conducted Inspections

MV understands that the City reserves the right to inspect, examine, or test any equipment used in the performance of operations to ensure compliance. These inspections may take the form of vehicle inspection, ride-alongs, visual cleanliness, or other inspections that will be arranged in advance so that an adequate back-up vehicle can be provided if needed.

### CHP Inspections

MV operates more transit services in the State of California than any other company. It is responsible for more than 50 operating locations which are subject to California Highway Patrol (CHP) terminal inspections. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits and has maintained an outstanding record with the CHP in achieving satisfactory ratings.
MV has passed all CHP inspections performed at its Paramount location.

## 3.5.d. Safety Program

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging, although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message. These methods include but are not limited to daily safety messages, location safety committees, and monthly safety meetings.

### Safety Messages, Location Safety Committee, and Monthly Safety Meetings

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and

conference calls must begin with a safety message. Each MV location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees. The LSC has a significant role in implementing MV's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or more representatives from each department, and is facilitated by Steve Allan, general manager and Lina Parten, operations/safety training manager. Safety meetings offer an opportunity to provide refresher training and address timely topics. Additionally, monthly safety tasks are assigned with the safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

### Incident and Accident Reporting

MV will report all incidents in writing to the City within 48 hours of occurrence. Incidents that require reports include: disputes with passengers, passenger injury, illness or misconduct, accidents while boarding or disembarking the vehicle or situations that do not follow established service policies. Accidents will be reported immediately during business hours and first thing the next day if outside of normal business hours, a police report will be filed immediately. Written accident reports will be submitted to the City within 24 hours of occurrence.

### Compliance with Regulatory Agencies

MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

### Risk Security Threat Reduction

MV has training and text based materials in place to reinforce the safety message and to provide guidance in case of emergency, these are the Warning Signs Training Video, produced by the National Transit Institute's Workplace Safety and Security Program. MV's System Safety Program Plan (SSPP) is consistent with federal, state, and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). The System Security and Emergency Preparedness Plan (SSEPP) was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program. Copies of these plans are available to the City upon request.

## 3.5.e. Driver Hiring and Benefits

MV has a strategic partnership with CareerBuilder LLC to power both its search engine, as well as internet job postings. Once MV has garnered a strong applicant pool through aggressive recruiting, it will begin the process of finding team members who will be dedicated to providing safe, friendly and timely service to your customers. If the application demonstrates that the candidate has the experience needed to perform the job, the candidate is invited to an interview.

## Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

## Benefits Package

All full time employees (35+ scheduled hours per week) have the opportunity to participate in the following benefits programs.

**Safety Bonus:** $200 per year for performing their duties in a safe manner and maintaining a good attendance record.

**Vacation Pay:** MV will honor all existing drivers' level of vacation. Employees new to the system will receive 40 hours after 1 year, with the amount increasing as seniority is gained to 80 hours after 5 years.

**Medical & Dental Insurance:** MV will provide medical and dental insurance to full time employees. Each plan has dependent coverage available. Current employees with medical insurance will have no waiting period to avoid disruption in coverage.

**Flexible Spending Accounts:** These programs allow employees to put aside pre-tax money to pay for childcare or eldercare expenses while employees work, and to pay for qualifying out-of-pocket medical expenses (such as copays and other covered items.) Employees are eligible to participate in both plans on their normal benefits eligibility date.

**Employee Assistance Program:** MV offers confidential counseling services at no cost for employees and family members (3 in-person sessions per incident per year). There is a 24/7 resource and referral line for counseling, financial assistance, legal problems, and many other issues.

**Life and AD&D Insurance:** In addition to its health insurance plan offerings, MV also offers company-sponsored supplemental life insurance and Accidental Death & Dismemberment (AD&D) insurance plans through The Standard Insurance Company.

**Holiday Pay:** Six paid holidays will be offered for full time employees. Employees hired from the existing contractor will receive this benefit from day one.

**401 (k):** All employees are eligible to participate in MV's 401(k) retirement program where MV may offer a percentage match on each employee's first 6% of contribution per year.

## 3.5.f. Driver Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all drivers. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.

The program is supported across three principal domains, affective, cognitive and behavioral, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under

this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive driving standards that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new drivers. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

## Training Formats

The entire 60-hour new driver training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

- **Classroom Training (22 Hours):** The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide. The video training is presented through an interactive, panel-hosted discussion led by MV personnel. Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.
- **Pre-Driving Skills (8 Hours):** Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.
- **Behind the Wheel (BTW) Training (16 Hours):** Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

  Additionally, during BTW training, students will visit major trip generators, such as adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.
- **Cadet Training (14 Hours):** After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Drivers will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the driver becomes familiar with the routes, paratransit subsidiary runs, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

- **Post-Training Testing and Remedial Training (0-40 Hours):** Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every driver is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

### Customer Service

All drivers are provided customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing drivers how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service. START Training teaches drivers the "how", "when", and "why" of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

## 3.5.g. Proposed Technology

### TimePoint Software

MV's proposal includes the provision of its proprietary TimePoint enterprise software suite, a modular system that interfaces with paratransit scheduling systems, onboard technologies and serves as a full-fledged dispatching system for fixed route and school bus. It unites data sets and presents up-to-the-minute vehicle location and productivity information to back office/dispatch staff and transit system passengers alike. The data captured by this system can be used to analyze service effectiveness and make adjustments to schedules. This system can be used to generate custom reports and contains customer alert functionality.
MV offers this system at no additional cost; however, the system requires a GPS signal to operate[1].

### CalAmp GPS

For vehicles not equipped with MDTs, MV uses the CalAmp GPS system to provide GPS data to TimePoint (discussed later in this section). These units include a 3-axis accelerometer for measuring operator behavior and vehicle impacts while offering the high reliability fleet customers demand. These units are made for fleet tracking and therefore are ruggedized to withstand temperatures between -30° C and 75 ° C

### thebus.mobi Mobile Site

thebus.mobi is MV's public-facing mobile site for paratransit, fixed route, and school bus services. By presenting a unified interface that is easy to navigate, passengers grow comfortable with its use regardless of what mode of transportation is used. This is especially useful for those passengers

[1] City of Cudahy is responsible for all GPS hardware and airtime costs.

transitioning from paratransit to fixed route services. This site provides up to the minute information to passengers regarding the status of their routes. Passengers simply browse to the mobile site, select their route and their stop for an update on the next bus arriving. Passengers can then drill down to see when the bus will be to your *destination* as well. You can refresh the map and watch as it approaches the bus stop.

## Safe Driving Behavior Using DriveCam

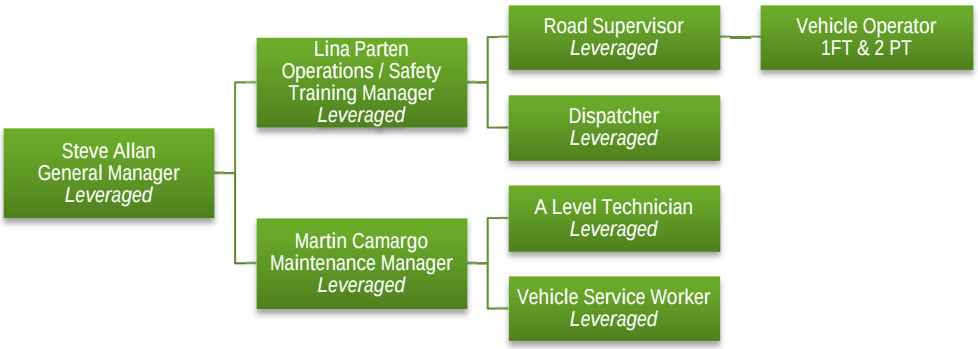
MV proposes to install DriveCam powered by Lytx™ product in each of the City's vehicle. The DriveCam Program allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs. Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number of vehicular incidents and collisions in government and commercial vehicles. It has reduced vehicle damages and costs (workers' compensation and personal injury) up to 80 percent[2] and is in use in more than 950 commercial and government fleets worldwide[3]. DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

# 4. Proposed Staffing and Project Team

MV offers the City a full complement of staff without the associated costs, by dedicating a portion of MV's Paramount, CA management personnel's time to the City services; the City can realize quality service at a lower overall rate.

[2] http://www.lytx.com/our-solutions/proven-benefits
[3] http://www.lytx.com/press-releases/lytx-adds-140-new-clients-and-more-than-55000-drivecam-powered-by-lytx-subscriptions-in-2013

## Staffing Organization




## Management Team

### Stephen Allan, General Manager

Mr. Stephen (Steve) Allan is MV's general manager for the City of Cudahy shuttle services. Mr. Allan brings a wealth of experience to the City, with a career of more than 30 years in transportation management. He has extensive experience managing teams as large as 600 employees, including drivers, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

Mr. Allan joined MV in 2008, and currently manages multiple fixed route and paratransit transportation contracts encompassing 151 employees. Prior to joining MV, Steven served as general manager for Super Shuttle in Orange County where he was responsible for the management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport. Mr. Allan has a long and established career in transportation holding positions as a vehicle driver, accountant, and general manager. As president and owner of his own Super Shuttle Franchise, Steven increased revenue from $7 million a year to more than $13 million. Steven served on the Board of Directors of Super Shuttle, Inc. and also served on the Board of Directors for Orange County Tourism Council. He began his career as a vehicle driver for 24 Hour Airport Express where he operated shuttle bus services while attending college and working towards a Bachelors of Arts in Business Administration. In this position, Stephen learned the importance of providing safe, efficient, and professional transportation to his customers.

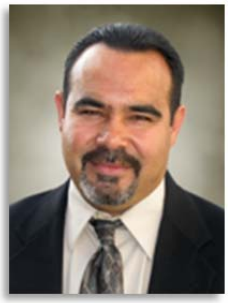
### Lina Parten, Operations/Safety Manager

Ms. Lina Parten is MV's proposed Operations/Safety Manager and brings 11 years of experience in transportation operations, safety, and training to the City service. She leads driver training, conducts safety meetings, and perform audits and inspections. Since 2009, Ms. Parten has overseen MV's Paramount, California's safety operation providing safe transportation to the region and maintaining oversight for 81 vehicles and 128 employees. Prior to this, Lina

was the operations manager for the Downey Link service from 2007 to 2009. Ms. Parten began her career in transportation serving in various positions including lead dispatcher, road supervisor, and instructor – at the MV Paramount location.

Ms. Parten has an Associate's Degree in Human Resources and Business. She is also certified as a DMV Employer Testing Examiner, Transportation Safety Institute and FTA Bus Collision Prevention & Investigation certified, TSI and FTA Instructor certified, and TSI and FTA Reasonable Suspicion certified.

### Martin Camargo, Maintenance Manager



Mr. Martin Camargo is the maintenance manager for the City's shuttle services and brings nearly 25 years of maintenance experience to the City. Mr. Camargo's experience in the field of public transit vehicle maintenance includes 20 years in senior maintenance management positions. Martin has experience with a broad range of vehicle types and alternative fuels including CNG, propane, and diesel.

Since 2001, Mr. Camargo has served as the maintenance manager for MV's Paramount location where he is responsible for maintenance of a 57 vehicle fleet (twelve of which are CNG fueled). Martin is ASE certified in Heating, Ventilation, and AC and is MACS Certified – as required by Section 609 of Clean Air Act. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV uses for management of vehicles. Under Mr. Camargo's leadership, proven vehicle maintenance practices are in place to ensure the City's fleet remains in excellent condition. The dedication and technical expertise that Martin devotes to his maintenance shop has resulted in greater fleet reliability, passenger and driver safety, and overall passenger comfort. Please find Martin's certifications included in the appendix.

## Corporate Support Team

### Mr. Fadi Chakbazof, Regional Vice President

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation and has more than 13 years of transportation experience. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight. Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

### Hector Vargas, Director of Safety

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team

to garner any additional support needed in this critical area. Mr. Vargas is a Smith System Instructor, a Behind-the-Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

### Kenny Pouncey, Director of Maintenance

Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients. He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely.

## Job Descriptions

- **General Manager:** The general manager is the daily operational liaison between MV and the City. This person is MV's field representative and City's advocate. This person must work in partnership with the City, the local team, MV's corporate support personnel, and the riding community. This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.
- **Operations Safety Manager:** The operations/safety and training manager supports the general manager in operational functions, and manages the locations safety and training program. This person has the responsibility of directing the day-to-day operation of the transit system in compliance with the policies of City and in conformance with MV procedures. In ensuring the safe and efficient training of all operations personnel, the operations/safety and training manager makes certain MV's team is equipped with the tools, training and support needed for success. She coordinates with MV's corporate and regional safety team to provide comprehensive and professional training for all local staff and is responsible for establishing the schedule and curriculum for on-going training. The operations/safety and training manager maintains all training documentation in the employees' files. In the field, this person investigates accidents and incidents. She also reviews all DriveCam events, leads periodic safety meetings, and manages the safety incentive program.
- **Maintenance Manager:** The maintenance manager is responsible for the safe and effective operation of the City fleet vehicle. This person reports to the general manager, and under the guidance of MV's regional director of maintenance, coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to maximize vehicle useful life by ensuring it is well maintained pursuant to all OEM, City, and MV

standards of safety, operation, and appearance. The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.

- **Drivers:** Drivers are the critical interface to passengers and must appropriately represent the City. The ideal driver candidate has a safety-first attitude, a professional demeanor, and excellent customer service skills.

  The primary responsibility of the vehicle driver is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle drivers respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, drivers respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

  They are trained to use all appropriate on-board technology, and must demonstrate proficiency in all dispatch communication procedures. Vehicle drivers coordinate with dispatch regarding schedule adherence, vehicle malfunctions, accidents, and/or other disturbances.

- **Road Supervisors:** Road supervisors are stationed in the field and monitor on-road activities. These individuals ensure the safe and efficient operation of all vehicles, making sure the service is high quality. Road supervisors respond to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach. Road supervisors are strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.

- **Dispatcher:** The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with drivers while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions. Dispatchers have responsibilities in the supervision of drivers – they manage report times, vehicle assignments, distribution of bulletins and other information. They are trained in reasonable suspicion and are responsible for assessing fitness for duty.

  This position acts in compliance with the City policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with drivers and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

- **A Level Mechanic:** The A level is the highest-level line mechanic. Under general supervision, A level mechanics perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

- **Vehicle Service Worker:** Vehicle service workers ensure the City vehicle is cleaned and fueled to the specifications outlined in the RFP. These persons will work primarily at night to clean, service, and fuel vehicles as they come in off the route.

# 5. References

## Shuttle Services, Los Angeles County (Los Angeles County, CA)

MV began operation of three shuttle services for the County of Los Angeles in 2014, comprising the following service areas:

- Athens and Lennox;
- Avocado Heights, Bassett, West Valinda, and East Valinda; and
- Florence-Firestone/Walnut Park and Baldwin Hills.

These community fixed-route services transport residents to social service facilities, shopping, recreation, senior centers, Metro Rail stations, and other key destinations. MV operates and maintains a fleet of eight (8) vehicles, which includes five (5) CNG vehicles. MV is responsible for customer service, scheduling, and dispatch. Please contact Eric Fong, Administrative Services Director at 626.458.4077 and erfong@dpw.lacounty.gov as a reference for this contract.

## The Link - King Medical Center and Willowbrook Shuttle, LA County, CA

MV began operations for King Medical and Willowbrook Shuttle in June of 2011. These shuttles service the metro green and blue line stations located at Willowbrook Avenue and other destinations including: King Medical Center, King Center for Public Health, Charles Drew University of Medicine and Science, Kenneth Hahn Plaza, and Willowbrook Senior Center. This service supports an annual ridership of more than 78,000 passengers. MV is responsible for maintenance of the client-owned fleet of four (4) propane-fueled vehicles. Please contact John Zeigler, Assistant Transit Analyst, at 626.458.5914 or jzeigler@dpw.lacounty.gov as a reference for this contract.

## Go West Shuttle, City of West Covina (West Covina, CA)

Starting March 2014, MV began operating the City of West Covina's fixed route and paratransit services. Collectively known as the Go West Shuttle, service is delivered with an 11-vehicle fleet of propane and CNG fueled vehicles. The fixed route operation is a general public service consisting of three routes. The City's Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County. Please contact Scott Smilowitz, Community Services Manager, at 626.939.8443 and scott.smilowitz@westcovina.org as a reference for this contract.

# 6. Insurance

Please see MV's certificate of insurance included following this page.

# 7. Fee Proposal

Please see MV's fee proposal, Exhibit B – Pricing Form, following this page.

# EXHIBIT B – EXHIBIT F

**EXHIBIT "B"**
**(PRICING FORM)**

City of Cudahy
Request for Proposal
Shuttle Service

| Year | Annual Revenue Hours | Proposed Price (per Revenue Hours) | Annual Costs |
|---|---|---|---|
| First Year | 3,378 | $ 38.389 | $ 129,678.04 |
| Second Year | 3,378 | $ 38.109 | $ 128,732.20 |
| Third Year | 3,378 | $ 39.109 | $ 132,110.20 |

SUBMITTED BY ORGANIZATION MV Transportation, Inc.

# EXHIBIT "D"

## Shuttle Services RFP

## (CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any))

By signing this form below, the firm certifies that the attached Agreement in Exhibit C is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Cudahy, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: Amy Barry

Title: SVP

Signature:

Date: 3/11/2015

Firm Name: MV Transportation, Inc.

# EXHIBIT "E"

## FALSE CLAIMS FORM

**SHUTTLE SERVICES RFP**

**CITY OF CUDAHY**

**City Hall**
**5220 Santa Ana Street**
**Cudahy, California 90201**

**False Claims / False Claims Act Certification**

**(SHUTTLE SERVICES RFP)**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, Amy Barry, am the SVP
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MV Transportation, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Cudahy, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of March, 2015 at Vacaville, CA
(month and year) (city and state)

By , Amy Barry, SVP
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

N/A

## FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

(2) Identity of tribunal or court and case name or number, if any: _____

(3) Government Contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory Information: _____

## DECLARATION

I, Amy Barry, am the SVP
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MV Transportation, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 11th day of March, 2015 at Vacaville, CA
(month and year) (city and state)

By _____, Amy Barry, SVP
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

# EXHIBIT F

## SHUTTLE SERVICES RFP

## CIVIL LITIGATION HISTORY

**CITY OF CUDAHY**
**CITY HALL**
**5220 SANTA ANA STREET**
**CUDAHY, CALIFORNIA 90201**
**Civil Litigation History/**
**Civil Litigation Certification**
**(SHUTTLE SERVICES RFP)**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Shuttle Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal
on behalf of Proposer).

## CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: MV Transportation, Inc. / City of Los Angeles

(2) Court case identification number: BC 434323

(3) Jurisdiction in which case was filed: Los Angeles Superior Court

(4) Outcome of the case: Settled.

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

## DECLARATION

I, Amy Barry, am the Senior Vice President
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of MV Transportation, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this 11th day of March, 2015 at Vacaville, CA
(month and year) (city and state)

By: _____, Amy Barry, SVP
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

# CERTIFICATIONS FOR MARTIN CAMARGO

ASE CERTIFIED

National Institute for
# AUTOMOTIVE SERVICE EXCELLENCE

RECERTIFIED ASE PROFESSIONAL

*Be it known that*

## MARTIN A CAMARGO

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

## MEDIUM/HEAVY TRUCK TECHNICIAN

| AREAS OF DEMONSTRATED COMPETENCE | EXPIRES |
|---|---|
| BRAKES | DECEMBER 31, 2013 |
| HEATING, VENTILATION, & A/C | DECEMBER 31, 2015 |
| PREVENTIVE MAINTENANCE INSPECTION | DECEMBER 31, 2013 |

** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

LS30W9UM9CAMAR
IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, President

# South Coast Air Quality Management District

**Hereby certifies that**

*Martin A. Camargo*

has successfully completed the training and examination required by SCAQMD under Rule 1411 concerning the proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems.

99200029025
**Certificate No.**

**Lee Lockie**
**Director of Compliance**

GA75-421

©WOLCOTTS INC. 1988 LITHO IN U.S.A.

MACS
MOBILE AIR CONDITIONING SOCIETY
WORLDWIDE

11/18/2002 871017

# Martin Camargo

# MV Transportation, Inc.

has successfully completed training in CFC-12 refrigerant recycling and service procedures offered by the Mobile Air Conditioning Society Worldwide, as required by Section 609 of the Clean Air Act.

MOBILE AIR CONDITIONING SOCIETY
CORPORATE SEAL
1981
PENNSYLVANIA

Elvis Hoffpauir, President

# IMACA

INTERNATIONAL MOBILE AIR CONDITIONING ASSOCIATION

*A not-for-profit trade association serving the Mobile Air Conditioning Industry since 1958*

Date: 07/07/92

Certificate No.: 622-07-8408

**MARTIN A. CAMARGO**

has successfully completed training and is IMACA certified in the proper use of R-12 refrigerant recovery and recycling equipment.

Frank Allison

Frank Allison, Executive Director

9203-00

# Certificate of Training

**Trans/Air®**
Manufacturing Corp.

This is to certify that

***Martin A. Camargo***

Attended and completed the
**Trans/Air Factory Maintenance and Service Course**
May 17, 1995

President

Service/Warranty

# CERTIFICATE

## AWARDED TO

BLUE BIRD

## MARTIN CAMARGO

FOR ATTENDING AND COMPLETING THE

## CUMMINS ENGINE
### WORKSHOP

PRESENTED BY

## A-Z BUS SALES, INC.

APRIL 25, 2000

CHRIS MC GOUGH
CUMMINS ENGINE

CUMMINS VIRTUAL COLLEGE

*Be it known that:*

**MARTIN CAMARGO**

*successfully completed the requirements for*

**INSITE 5.3**
**DIAGNOSTICS**

*on*

*January 17, 2001*

Ron Calloway
**Instructor**

Cummins
Customer for Life

95-02

# CERTIFICATE AWARDED TO

BLUE BIRD

## MARTIN CAMARGO

FOR ATTENDING AND COMPLETING THE

## CATERPILLAR ENGINE

PRESENTED BY

## A-Z BUS SALES, INC.

JOHNSON POWER

JOHN MILLER

NOVEMBER 9, 1999

# Ford Motor Company

FORD CUSTOMER SERVICE DIVISION

## Certificate of Achievement

*Awarded to*

# Martin A. Camargo

*for successfully completing*

## FLEET ELECTRICAL SYSTEM

COURSE CODE 34F04T0

March 7-11, 2000

Thomas G. Eastman
Technical Training Manager
Technical Support Operations

Manuel Patron
Service Training Instructor

THE BRAUN CORPORATION™

Certifies that

**MARTIN CAMARGO**
**M. V. TRANSPORTATION**

Has Attended the Lift Training Seminar
for Braun Mobility Products

4TH day of FEBRUARY 2004

Instructor

THE BRAUN CORPORATION™

Wheelchair Lift Seminar

MARTIN A. CAMARGO

R & D TRANSPORTATION SERVICE

Has Received Instruction In Operation And Maintenance

Of Braun Wheelchair Lifts

13TH day of OCTOBER 19 99

Douglas Hoover

Instructor

# Certificate of Training

It is hereby certified that

**MARTIN CAMARGO**

has successfully completed a course of instruction in the installation, service, and repair of the following RICON Wheelchair Lifts and Accessories:

**MIRAGE F9A,F9B ECLIPS**

**This 11th day of NOVEMBER 1998**

President

Product Support Manager

RICON

*Innovation in Mobility*

32OD083

# Certificate of Training

It is hereby certified that

**MARTIN A. CAMARGO**

*OF*
*LAIDLAW TRANSIT DIV. 812*

has successfully completed a course of instruction in the installation, service, and repair of the following RICON Wheelchair Lifts and Accessories:

**S-Series**
**This 21st day of November 1997**

President

Product Support Manager

RICON
*Innovation in Mobility*

32OD083

*This is to Certify that*

*Martin A. Camargo*

*has successfully completed the*

# STEP-LIFT
## Service Seminar

Technical Service Instructor

President

9/3/92
Date

MOBILE-TECH
CORPORATION

# CERTIFICATE

Martin A. Camargo

has been selected and certified by
Mayflower Contract Services, Inc. as a
Qualified D.O.T. Brake Inspector at
Facility # 884 in Beverly Hills, CA.

Dennis R. Newton
VICE PRESIDENT, SAFETY

Bob DiMarzanville
VICE PRESIDENT, MAINTENANCE

The Drive for Excellence.®

# Certificate of Training

## MARTIN CAMARGO
## of
## MV TRANS

Has been certified in the Operation and Maintenance of:

## Amerex Vehicle Fire Suppression Systems & Gas Detection

Amerex Corp.
Systems Division
PO Box 81
Trussville, Alabama 35173

Jeff Wall
Applications Engineer

January 2012
Date of Issue

This Certificate is Non Transferable - Valid Three Years from Date of Issue - Eight Hours of Training

©1998 GOES 34605

LITHO. IN U.S.A.

# Certificate of Completion

**Martin Camargo**
MV Transportation
**Los Angeles, CA**

Is Hereby Certified in the Operation, Maintenance and Repair

of

AMEREX

Modular Vehicle Fire Suppression
and
AmGads III Mobile Gas Detection Systems

AmCan Technologies, Inc
Phoenix, AZ

*Jack D. Nichols*
Jack D. Nichols, President

March 2012
Date of Issue

**This Certificate is Non Transferable – Valid Three Years from Date of Issue**

# Be It Known That

MARTIN PAMARGO

Has attended a Truflex/PANG Tire Repair Seminar and is hereby awarded our

# Certificate of Achievement

Team TRUFLEX/PANG
A New Generation

18 SEPT. 03
Date

Ron Reining
Instructor

©Copyright 1999, Truflex/Pang

STEMCO®

*A Higher Standard of Performance.℠*

Let it be known that

*Martin Camargo*

has successfully completed the

**STEMCO Total Quality Maintenance Training Program**

*on*

**WHEEL END INSTALLATION**

and is hereby awarded this

STEMCO CERTIFICATE OF COMPLETION

*Tim Stich*

SIGNATURE

*Tuesday, October 18, 2005*

DATE

TQM℠

TOTAL QUALITY MAINTENANCE℠

574-0121 • Hudson 10-107 • 8/04

BLUE BIRD

# SERVICE SCHOOL

This certifies that

Martin A. Camargo

has attended and successfully completed a 34 hour

# Commercial Bus Maintenance Workshop

Blue Bird Body Company
Fort Valley, Georgia

May 15-18, 1995
Date

René Ogles
Service Training Manager

# CERTIFICATE OF INSURANCE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 503-943-6621 **FAX (A/C, No):** 503-943-6622
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : Lexington Insurance Company | 19437 |
| INSURER C : National Union Fire Insurance Company of Pittsburgh, PA | 19445 |
| INSURER D : Indemnity Insurance Company of North America | 43575 |
| INSURER E : ACE Fire Underwriters Insurance Company | 20702 |
| INSURER F : | |

**INSURED**
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

**COVERAGES** **CERTIFICATE NUMBER:** A9KRZA5M **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | HDO G27391461 | 02/01/2015 | 02/01/2016 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>HIRED AUTOS / NON-OWNED AUTOS<br>X Excess of SIR | | | XSA H08852996 | 02/01/2015 | 02/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B<br>C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 006502512<br>35650788 | 02/01/2015 | 02/01/2016 | EACH OCCURRENCE | $ 3,000,000 |
| | | | | | | | AGGREGATE | $ 3,000,000 |
| | | | | | | | | $ |
| A<br>D<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WLR C48146302 (AOS)<br>WLR C48146314 (AZ, MA)<br>WCU C48146338 (CA, OH, WA)<br>SCF C48146326 (WI) | 02/01/2015 | 02/01/2016 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | $<br>$<br>$<br>$<br>$ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
CITY, it's officers, employees, attorneys, and designated volunteers are named as an Additional Insured as respects the operations of the Named Insured with respects to General, Auto, and Excess Liability coverage as required by written and signed contract subject to policy terms, conditions, limits and exclusions.

**CERTIFICATE HOLDER**

City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**


© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**Item Number**
**9D**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Jessica Balandran, Senior Administrative Analyst

**Subject:** **Consideration to Adopt a Resolution Amending the Rules to Place Items on City Council Agendas and the Standard Order of Business of City Council Meetings**

## RECOMMENDATION

The City Council is requested to approve a resolution amending the rules to place items on City Council agendas and the Standard Order of Business of City Council meetings.

## BACKGROUND

1. On May 1, 2012, the City Council adopted Resolution 12-16, reinforcing the City Manager form of Government and establishing rules of decorum for Council Members, including a policy that Council Members direct requests to the City Manager.

2. On May 19, 2015, the City Council adopted Resolution 15-18, establishing a Standard Order of Business for City Council Meetings.

## ANALYSIS

The Cudahy Municipal Code (CMC) section 2.04.030 provides that committee reports be presented at City Council meetings. Currently Resolution 15-18, which provides the Standard Order of Business for City Council meeting agendas, does not include an agenda section for committee reports.

The proposed resolution will change the Standard Order of Business on City Council meeting agendas to reflect a Committee Reports section to appear after the City Manager Report section. The Committee Reports section will include information and reporting from ad hoc, advisory, standing, or other committee meetings as well as notate when each committee was established.

## CONCLUSION

Staff recommends that the Standard Order of Business be changed by resolution to reflect an agenda section item devoted to reports regarding ad hoc, advisory, standing, or other committee meetings.

## FINANCIAL IMPACT

There will be no fiscal impact regarding this item.

## ATTACHMENTS

A. Resolution 15-18, Establishing a Standard Order of Business
B. New resolution, amending the rules to place items on City Council agendas and the Standard Order of Business of City Council meetings

# RESOLUTION NO. 15-18

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING AND UPDATING RULES TO PLACE ITEMS ON CITY COUNCIL AGENDAS

**WHEREAS**, the City has adopted the City Manager form of government in which the City Manager functions as chief executive and is responsible for the day-to-day operations of the City; and

**WHEREAS**, on May 1, 2012, the City Council adopted Resolution 12-16, reinforcing the City Manager form of Government and establishing rules of decorum for Council Members, including a policy that Council Members direct requests to the City Manager; and

**WHEREAS**, the City has an existing policy of providing staff adequate time to prepare agendas for public meetings as codified in Municipal Code section 2.04.030; and

**WHEREAS**, the City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 628 and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

**WHEREAS**, the regular meetings of the City Council often last until one (1) a.m. or later, and agenda items scheduled for the meetings are tabled to later dates due to time constraints; and

**WHEREAS**, members of the public have expressed concerns that the late hour of these meetings is inhibiting public participation in the discussion of agenda items and City Council cannot take action when items are continuously tabled due to insufficient time to hear all items that are placed on the agenda; and

**WHEREAS**, many members of the public are not able to stay to the end of the meetings when the run until 1a.m. or later; and

**WHEREAS**, the City Council shares these concerns and values the participation of members of the public as an important aspect of a transparent government; and

**WHEREAS**, the City Council endeavors to have City Council meetings in which fewer agenda items are tabled to later meeting dates and which are of a shorter duration, as the City Council values community members' time and is aware that many community members have come to City Council meetings for specific agenda items, only to have those agenda items tabled to later dates due to time constraints; and

**WHEREAS**, as a result of these concerns, the City Council seeks to implement a procedure enabling more efficient City Council meetings, in order to encourage both the efficient administration of City Council meetings and the attendance and participation of the public at such meetings.

WHEREAS, the City Council would like to adopt as order of business for its meetings.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. In order to keep the number of agenda items for each City Council meeting at a reasonable number and in the interest of preventing agenda items from being tabled due to time constraints, each City Council Member may only place two (2) items on a City Council agenda. Acknowledging that there may be a number of important or time-sensitive agenda items in excess of this restriction, the City Manager shall have the authority to place additional agenda items on an agenda if, in his discretion, he deems it necessary for the continued operations of the City or to properly conduct City business.

SECTION 2. There shall be a section in each regular City Council meeting agenda entitled "Requests for Agenda Items." During a regular City Council meeting, each City Council Member may use this section as a time to propose one (1) or two (2) agenda items he/she wishes to place on the following regular City Council meeting agenda. If a City Council Member wishes to place a third agenda item on the following regular City Council meeting agenda, the proposal to add of such an item must be approved by a majority vote of the City Council Members present at the meeting. If, outside of a regular City Council meeting, a City Council Member wishes to place an agenda item on a future agenda, the City Council Member shall do so pursuant to the procedures established in Section 3 and 4 of this Resolution.

SECTION 3. City Council Members seeking to place items on a City Council agenda shall first present the items to the City Manager.

SECTION 4. Agenda items shall be presented to the City Manager at least fourteen (14) days prior to the City Council meeting, to allow the City Manager to work with the Office of the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

SECTION 5. The order of business for all regular and adjourned regular meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC COMMENTS (only on items on the agenda and only speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak)

CITY COUNCIL COMMENTS

CITY MANAGER REPORT (information only)

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

CONSENT CALENDAR

PUBLIC HEARING

CITY COUNCIL BUSINESS SESSION

COUNCIL DISCUSSION

PUBLIC COMMENT (closed session items only)

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

PUBLIC COMMENT (only for items relating to those matters under City Council's jurisdiction and only speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak)

ADJOURNMENT

Except with majority consent of the Council, items may not be taken out of order. If there are no items to be considered in any section(s), that section(s) may be omitted from that agenda.

SECTION 6. The order of business at special meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS CALLED

ADJOURNMENT

SECTION 7. This resolution repeals resolution 14-30. Further, to the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this **19th** day of **May, 2015**.

Cristian Markovich, Mayor

ATTEST:

Victor H. Ferrer,
Deputy City Clerk

# CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Victor H. Ferrer, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-18 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 19th day of May, 2015, and that said Resolution was adopted by the following vote, to-wit:

| | |
|---|---|
| AYES: Councilmembers (s): | Garcia, Sanchez, Vice Mayor Hernandez, and Mayor Markovich |
| NOES: Councilmembers (s): | Guerrero |
| ABSENT: Councilmembers (s): | None |
| ABSTAIN: Councilmembers (s): | None |

Victor H. Ferrer,
Deputy City Clerk

**RESOLUTION NO. 15-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING THE RULES TO PLACE ITEMS ON CITY COUNCIL AGENDAS AND THE STANDARD ORDER OF BUSINESS OF CITY COUNCIL MEETINGS**

**WHEREAS**, on May 19, 2015, the City Council adopted Resolution 15-18, establishing a Standard Order of Business for its meetings; and

**WHEREAS**, Cudahy Municipal Code section 2.04.030 provides for committee reports to be presented at City Council meetings; and

**WHEREAS**, the City Council desires to amend its Standard Order of Business by adding an agenda item devoted to: REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS; and

**WHEREAS**, the City has adopted the City Manager form of government in which the City Manager functions as chief executive and is responsible for the day-to-day operations of the City; and

**WHEREAS**, on May 1, 2012, the City Council adopted Resolution 12-16, reinforcing the City Manager form of Government and establishing rules of decorum for Council Members, including a policy that Council Members direct requests to the City Manager; and

**WHEREAS**, the City has an existing policy of providing staff adequate time to prepare agendas for public meetings as codified in Municipal Code section 2.04.030; and

**WHEREAS**, the City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 628 and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

**WHEREAS**, the regular meetings of the City Council often last until one (1) a.m. or later, and agenda items scheduled for the meetings are tabled to later dates due to time constraints; and

**WHEREAS**, members of the public have expressed concerns that the late hour of these meetings is inhibiting public participation in the discussion of agenda items and City Council cannot take action when items are continuously tabled due to insufficient time to hear all items that are placed on the agenda; and

**WHEREAS**, many members of the public are not able to stay to the end of the meetings when the run until 1a.m. or later; and

**WHEREAS**, the City Council shares these concerns and values the participation of members of the public as an important aspect of a transparent government; and

**WHEREAS**, the City Council endeavors to have City Council meetings in which fewer agenda items are tabled to later meeting dates and which are of a shorter duration, as the City Council values community members' time and is aware that many community members have come to City Council meetings for specific agenda items, only to have those agenda items tabled to later dates due to time constraints; and

**WHEREAS**, as a result of these concerns, the City Council seeks to implement a procedure enabling more efficient City Council meetings, in order to encourage both the efficient administration of City Council meetings and the attendance and participation of the public at such meetings; and

**WHEREAS**, the City Council would like to adopt an order of business for its meetings.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. In order to keep the number of agenda items for each City Council meeting at a reasonable number and in the interest of preventing agenda items from being tabled due to time constraints, each City Council Member may only place two (2) items on a City Council agenda. Acknowledging that there may be a number of important or time-sensitive agenda items in excess of this restriction, the City Manager shall have the authority to place additional agenda items on an agenda if, in his discretion, he deems it necessary for the continued operations of the City or to properly conduct City business.

SECTION 2. There shall be a section in each regular City Council meeting agenda entitled “Requests for Agenda Items.” During a regular City Council meeting, each City Council Member may use this section as a time to propose one (1) or two (2) agenda items he/she wishes to place on the following regular City Council meeting agenda. If a City Council Member wishes to place a third agenda item on the following regular City Council meeting agenda, the proposal to add of such an item must be approved by a majority vote of the City Council Members present at the meeting. If, outside of a regular City Council meeting, a City Council Member wishes

to place an agenda item on a future agenda, the City Council Member shall do so pursuant to the procedures established in Section 3 and 4 of this Resolution.

SECTION 3. City Council Members seeking to place items on a City Council agenda shall first present the items to the City Manager.

SECTION 4. Agenda items shall be presented to the City Manager at least fourteen (14) days prior to the City Council meeting, to allow the City Manager to work with the Office of the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

SECTION 5. The order of business for all regular and adjourned regular meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC COMMENTS (only on items on the agenda and only speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak)

CITY COUNCIL COMMENTS

CITY MANAGER REPORT (information only)

REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

CONSENT CALENDAR

PUBLIC HEARING

CITY COUNCIL BUSINESS SESSION

COUNCIL DISCUSSION

PUBLIC COMMENT (closed session items only)

CLOSED SESSION

CLOSED SESSION ANNOUNCEMENT

PUBLIC COMMENT (only for items relating to those matters under City Council's jurisdiction and only speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak)

ADJOURNMENT

Except with majority consent of the Council, items may not be taken out of order. If there are no items to be considered in any section(s), that section(s) may be omitted from that agenda.

SECTION 6. The order of business at special meetings shall be as follows:

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS CALLED

ADJOURNMENT

SECTION 7. This resolution replaces and supersedes City Council Resolution 15-18 in its entirety, and repeals Resolution 14-30. Further, to the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this _____ day of _____, **2015**.

_____

Cristian Markovich
Mayor

ATTEST:

_____

Laura Valdivia
Interim City Clerk

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-_____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of _____, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES: Councilmembers (s):

NOES: Councilmembers (s):

ABSENT: Councilmembers (s):

ABSTAIN: Councilmembers (s):

_____
Laura Valdivia
Interim City Clerk

**Item Number**
**9E**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist

**Subject:** **Consideration to Adopt a Resolution Approving the Memorandum of Understanding (MOU) Between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (CMEA) (July 1, 2015 – June 30, 2019)**

## RECOMMENDATION

The City Council is requested to adopt a resolution approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (July 1, 2015 - June 30, 2019).

## BACKGROUND

1. On April 27, 2015, the City of Cudahy's Labor Negotiation team and the Cudahy Miscellaneous Employee's Association (CMEA) held its first labor negotiation meeting, where an initial proposal on behalf of the CMEA was presented.

2. In May of 2015, the City's Labor Negotiation team met with the City Council's ad-hoc committee, which involved Council members Chris Garcia and Baru Sanchez, to receive guidance on developing preliminary goals and expectations during the labor negotiation process.

3. During May – August 2015, several meetings took place between the City's Labor Negotiation team and the CMEA to discuss and negotiate the terms of a proposed Memorandum of Understanding. During this period, City Labor Negotiators also reported out progress and received direction from the City Council during Closed Session of most regularly scheduled Council Meetings.

4. On September 24, 2015, the CMEA Negotiations team and the City of Cudahy's Labor Negotiation team met and reached a tentative agreement for a proposed Memorandum of Understanding for July 1, 2015 – June 30, 2019.

**ANALYSIS**

The City of Cudahy's Negotiation team and the CMEA Negotiation team conducted negotiations sessions between April and September 2015. The City and CMEA ultimately exchanged proposals and counter-proposals during that time. A tentative agreement was reached on September 24, 2015. The proposed CMEA MOU for 2015-2019 is attached.

Major items that have been tentatively agreed upon are as follows:

- PERS Members classified as Miscellaneous Tier 1 members, with a retirement formula of 2.7% @ 55, shall pay the entire 8% employee share of their member's contributions to PERS by the end of the third year of the MOU. This item will result in long-term savings.

  Annual City Savings: $ 8,354.32 (2015), $8,151.84 (2016), $5,434.56 (2017)

  City Savings over 3-year Period: $21,940.72

- All CMEA Members were granted a 10% salary increase over a 4-year period (3% - July 1, 2015, 3% - July 1, 2016, 2% - July 1, 2017, 2% - July 1, 2018). For CMEA members with a retirement formula of 2.7% @ 55, the aforementioned salary increase will serve to offset the portion of their salary which will be paid toward the employee share of their PERS member contribution.

  Annual Cost to City: $14,901.12 (2015), $15,348.15 (2016), $10,539 (2017), $10749.85 (2018)

  Cumulative Cost to City: $51,538.19

- Medical benefits currently at 100% coverage for medical premiums have been reduced to up to the coverage amount for the Kaiser Plan, which will achieve long-term costs savings.

  Annual City Savings: $10,561.80

City Savings over 4-year Period: $42,247.20

- Dental benefits currently at 100% coverage for dental premiums will be reduced to an average cost of available plans for 2015 and will achieve immediate cost savings.

  Annual City Savings: $2,997.36

  City Savings over 4-year Period: 11,989.44

- Life Insurance policies will be increased from $75,000 coverage to $100,000, at no additional cost to the City.

  Annual Cost to City: $ 0

  Cumulative Cost to City: $ 0

- Education Incentives have been reduced from 100% reimbursement for Cal State University level costs to a maximum reimbursement of $5,000 each year.

- Sick Leave Buy-Back and Retirement Cash-outs currently at 100% cash-out value have been reduced to 50% cash-out value, achieving long-term cost savings.

  Annual City Savings: $13,370.05

  City Savings over 4-year Period: $54,920.20

- A 4/10 work schedule will be implemented in place of the current 9/80 work schedules. City Hall hours will now be extended one hour Monday through Thursday (7:00 a.m. to 6:00 p.m.), and will be closed effective Monday, November 8, 2015.

- Floating Holidays have been reduced from two days per year (18 hours), to one day per year (10) hours.

- Instead of 13 designated City holidays per year, the City will have 11 designated holidays. CMEA Members opted to eliminate 2 City holidays in exchange for the retention of 1 Floating Holiday.

Other tentatively agreed upon items include clarification and clean-up of the current MOU

language.

The CMEA Board worked very diligently with the City Labor Negotiation team to reach an agreement, which not only serves a financial benefit to the City, but also maintains a reasonable level of benefits for its members.

**CONCLUSION**

The City Council is requested to adopt a resolution, approving the MOU between the City and the CMEA, which commences on July 1, 2015 and terminates June 30, 2019, replacing the previous MOU, which expired on June 30, 2015.

If the MOU is not approved, the terms and conditions of the expired MOU will remain in place. Also, the City will need to extend the current contract with Liebert Cassidy Whitmore LLP, in order to continue the negotiation process as funds for the current contract have almost been exhausted. The CMEA bargaining unit will also continue to pay extra fees for their special legal representation.

**FINANCIAL IMPACT**

The financial impact of the MOU is approximately $8,000 in cost savings over a three-year period, with additional cost savings over a long-term period, as the City will no longer be responsible for the PERS Tier 1 Miscellaneous Member's Employee contribution share of 8%. 80% of the CMEA membership belongs to this plan.

The City will revisit costs and savings associated with the execution of the MOU during the Mid-Year Fiscal Year 2015-2016 City Budget review to update departmental appropriations.

**ATTACHMENTS**

A. Proposed Resolution approving the Memorandum of Understanding (MOU) between the City of Cudahy and the Cudahy Miscellaneous Employee's Association (July 1, 2015 - June 30, 2019).

B. Memorandum of Understanding between the City of Cudahy and the Cudahy Miscellaneous Employee's Association for July 1, 2015 – June 30, 2019.

**RESOLUTION _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CUDAHY AND THE CUDAHY MISCELLANEOUS EMPLOYEE'S ASSOCIATION (JULY 1, 2015 – JUNE 30, 2019)**

WHEREAS, the City of Cudahy, hereinafter referred to as the "City", and the Cudahy Miscellaneous Employee's Association, hereinafter referred to as "CMEA" have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Labor Code §3500; and

WHEREAS, the City and the CMEA have memorialized the agreement in a written Memorandum of Understanding for a four-year term, commencing July 1, 2015 and terminating on June 30, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY HEREBY RESOLVES AS FOLLOWS:

**SECTION 1.** The Memorandum of Understanding between the City and the CMEA, attached hereto, is hereby approved in substantially the form thereof together with any additions thereto or changes therein deemed necessary or advisable by the City Manager.

**SECTION 2.** The City Manager is authorized to sign the Memorandum of Understanding.

**SECTION 3.** The Interim City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____

Laura Valdivia
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, Laura Valdivia, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-XX was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of September, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Laura Valdivia
Interim City Clerk

# CITY OF CUDAHY

# MEMORANDUM OF UNDERSTANDING

# PURSUANT TO THE CALIFORNIA

# MEYERS - MILIAS - BROWN ACT

# JULY 1, 2015 - JUNE 30, 2019

# BY AND BETWEEN

# THE CUDAHY MISCELLANEOUS EMPLOYEES' ASSOCIATION

# AND

# THE CITY OF CUDAHY

# TABLE OF CONTENTS

RECOGNITION....4
ACCESS TO WORK LOCATIONS....4
THE SALARY PLAN....5
VACATION....8
SICK LEAVE....10
BEREAVEMENT....12
INDUSTRIAL....12
TEMPORARY DISABILITY LEAVE....13
PREGNANCY DISABILITY LEAVE....13
MILITARY LEAVE....14
JURY DUTY....14
LEAVE OF ABSENCE WITHOUT PAY....14
HOLIDAYS....15
HOURS OF WORK....16
ATTENDANCE....16
OVERTIME....16
COMPENSATORY TIME OFF....18
ON-CALL (STANDBY) PAY....18
CALL BACK PAY....18
BILINGUAL PAY....19
HEALTH INSURANCE....20
RETIREMENT PLAN....21
EDUCATION INCENTIVE....22
EDUCATIONAL SEMINARS....23
PROBATIONARY PERIOD....23
UNIFORMS....24

MILEAGE REIMBURSEMENT ..... 24
HOME COMPUTER PURCHASE PROGRAM ..... 24
CELL PHONE STIPEND ..... 24
TIME OFF FOR EXAMINATION ..... 25
SUBSTANCE ABUSE POLICY ..... 25
PEACEFUL PERFORMANCE ..... 28
GRIEVANCE PERIOD ..... 29
MANAGEMENT FUNCTIONS ..... 31
CONSTRUCTION ..... 32
FULL UNDERSTANDING, MODIFICATIONS, WAIVER ..... 33
SAVING'S CLAUSE ..... 33

**CITY OF CUDAHY**

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**THE CUDAHY MISCELLANEOUS EMPLOYEES' ASSOCIATION**

**AND**

**THE CITY OF CUDAHY**

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of request of the Cudahy Miscellaneous Employees' Association. The items in this Agreement are subject to the approval of the City Council of the City of Cudahy and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period July 1, 2015 through June 30, 2019, unless otherwise provided.

## RECOGNITION

The City hereby recognizes the Cudahy Miscellaneous Employees' Association as the majority representative of the employee representation unit consisting of the classifications listed in attached Salary Plan, exhibit "A".

Nothing contained herein shall be construed to deny those employees who do not belong to the CMEA from representing themselves.

## ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or

representatives shall not enter any work locations without the consent of the City or its authorized representative. Access shall be restricted so as not to interfere with the normal operations of the City or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, conducting elections, and distributing literature, will not be permitted during working hours.

## THE SALARY PLAN

A. Salary Increases

All members shall receive a 3% increase to their base rate effective July 1, 2015; a 3% increase to their base rate effective July 1, 2016; a 2% increase to their base rate effective July 1, 2017, and a 2% increase to their base rate effective July 1, 2018.

B. The Salary Plan

The Salary Plan is attached hereto as Exhibit A.

C. Eligibility for Merit Salary Advancement

Eligibility for Salary Step Increases

1. Salary step increases shall be considered on a merit basis only, and then only at the following times, and in accordance with subsection below.

2. All full time appointments shall be made at the first step of the salary schedule assigned that class, unless prior written approval of the City Manager is obtained for appointments at a higher step in the assigned schedule.

3. No salary advancements shall be made so as to exceed the maximum rate established in the salary schedule for the class to which the employee's position is allocated.

Qualification for Salary Step Advancement

1. Shall not be automatic but, shall be based upon merit, dependent upon increased service value of an employee to the City as exemplified by recommendations of his supervisor, length of service, performance record, special training undertaken, and other objective evidence.

2. Only employees rated as meeting the standard of work performance expected of City employees shall be qualified to advance to the salary steps B, C, D and E.

3. If an employee does not receive a merit increase as a result of the performance evaluation, the employee may appeal through the grievance procedure.

D. Merit Evaluation

1. Every employee shall receive an objective, written job performance rating, no sooner than Five (5) weeks before, nor later than five (5) weeks after the completion of the six month probationary period, and annually thereafter but not later than January 31 of each subsequent year, and upon a change of employment status. Nothing in this Section shall prohibit the department head or authorized supervisor from giving an additional objective rating to an employee between those periods of time described in this Section.

2. It shall be the duty of the department head to delegate the responsibility of every employee's rating to that level of supervision having immediate knowledge of the employee's work. An employee shall be rated by his immediate supervisor and that rating shall be reviewed by the department head.

E. Eligibility for Merit Longevity

Upon approval of the appointing power, regular employees who have completed ten (10) continuous years of service may be eligible to receive merit longevity pay provided that:

1. The employee has maintained eligibility for salary Step J and,

2. The employee has been evaluated in the tenth year as "Exceeds standards" as defined by a comprehensive rating above the middle column of the current reporting form, or the equivalent rating on any revised reporting form. Eligible employees shall be paid, in addition to their respective regular rate of pay, a percentage amount equal to the next pay range above their base rate; and after twenty (20) years, the percentage amount shall equal to one and one-half (1-1/2) pay steps above their regular rate of pay.

F. Qualification for Merit Longevity

Merit longevity is to be provided as continuing incentive to career employees. Such payment shall continue with approval of the City Manager, only during such period as an eligible employee continues to "Exceeds standards" as defined above, and shall be terminated by the City Manager when the quality of service, as evidenced by the performance rating of such employee, does not merit such additional compensation.

G. Eligibility for Promotion Increases

1. Any employee receiving a promotion shall receive a salary increase equivalent to one pay range or shall be placed on the first step of the salary schedule for the class to which he is promoted, whichever is greater.

2. Any employee receiving a promotion who would otherwise have been eligible to receive a merit increase within sixty (60) days of the effective date of such promotion, shall be granted the merit increase prior to the application of provision G.1 of this Section.

H. Acting Pay

An employee who has been designated by the City to serve in an acting capacity for thirty (30) consecutive work days or more shall receive Step A of the pay range for the classification in which the employee is performing active duties, or a stipend of 5% of the employee's base pay, whichever is greater. Service in an acting capacity shall not be used as a basis for, or in support of, a request for reclassification. The City Manager or designee may determine that a position filled pursuant to an acting assignment shall be filled based on a competitive process to afford an equal opportunity for internal/external candidates.

I. Out-Of-Class Pay

The City may temporarily assign employees to work out of classification. The selection of employees for an out-of-classification assignment shall be at the discretion of the City Manager or designee. A temporary out-of-class stipend of 5% of the employee's base pay shall be authorized with advance approval by the City Manager or designee when an employee is designated and scheduled to work in an out of class assignment. Paid holidays shall be considered as days actually worked. Other forms of authorized leave such as sick leave, emergency leave and vacation shall not be considered as days actually worked.

## VACATION

A. Basis of Accrual

Full-time employees covered by this Agreement shall accrue paid vacation leave on the following scheduled basis:

| Year of Service | Hours Per Year | Monthly Accrual |
|---|---|---|
| 0-5 | 80 | 6.7 Hrs. |
| 6 -10 | 120 | 10.0 Hrs. |
| 11+ | 160 | 13.4 Hrs. |

B. Vacation Accrual

All employees shall be entitled to accrue vacation earned during two full calendar years of employment. Department Heads shall encourage the taking of accrued vacation leave. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he/she must submit a request in writing to his/her Department Head listing this reason.

The Department Head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Department Head and the City Manager. It is not the intent of this section to penalize an employee who is not able to utilize his/her accumulated vacation because of scheduling problems within the individual department.

Those employees who will have more than two years accumulation of vacation on the books at the end of the fiscal year will be notified two months prior to the end of the fiscal year to reduce their accrued vacation to the two year maximum. At the end of each calendar year, an employee may be entitled to be paid in lieu of accumulated vacation time provided that fifty (50) hours of accrued time remains on the books. A written request must be submitted to the City Manager by December 1 of each calendar year for the amount of hours to be paid in lieu of accumulated time on the books. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the California Probate Code.

C. Effect of Holiday on Vacation Leave

In the event one or more authorized municipal holidays fall within a vacation leave, such holiday shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced

proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

E. Compensation for City Work During Vacation Prohibited

Other than "exempt" employees, no person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, during the time of his/her paid vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency and place him/her on regular pay status.

F. Scheduling Vacation

An employee may take his/her annual vacation leave at any time during the year, contingent upon approval by his/her Department Head. An employee shall normally provide two weeks notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances. The Department Head should consider an employee's length of service when assigning vacation periods. Vacation leave may be taken in a minimum of 30 minute increments.

G. Terminal Vacation Pay

An employee with regular status separating from City service, who has accrued vacation leave, shall be entitled to terminal pay in lieu of such vacation. No leave credit will be earned on terminal leave payments. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

## SICK LEAVE

A. Accrual of Sick Leave

Employees shall be granted sick leave with pay at the rate of eight (8) hours for each full month of service, and any sick leave accrued but unused in any year shall be accumulated to a maximum accumulation of 480 hours.

Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or non-job incurred disability, or in the event of a personal necessity, making it impossible for the employee to perform his/her normal work assignments. Sick leave usage for personal necessities other than sickness or disability is allowed to a maximum of twelve (12) days (96 hours) per fiscal year with advanced Department Head approval. Sick leave may also be used for scheduled doctor, dental and optometry appointments, when advanced Department Head approval has been received.

B. Proof of Illness

In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. Sick leave with pay in excess of three (3) consecutive working days shall be granted only after presentation of a written statement by a physician certifying that the employee's condition prevented him/her from performing the duties of the position. Employees shall be required to complete a leave compensation form when returning to work after utilizing sick leave. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head the employee has abused such privileges.

C. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employees' normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen calendar days of such leave. Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

D. Sick Leave Buy-Back

On July 1 of each year, employees may sell back at 50% value of the maximum 96 hours of sick leave that they have accrued but did not utilize during the previous fiscal year. This is subject to the condition that an employee must leave at least 58 hours of sick leave on the books prior to being eligible for any sick leave buy back. Sick leave buy-back shall be based on the employee's actual rate of pay on June 30 of the fiscal year in which it was accumulated. Employees who are eligible to sell back unused sick leave retain the option of maintaining all or a portion of their accumulated sick leave on the books. Upon retirement from employment with the city, all accumulated sick leave is eligible to be sold back at 50% value of the maximum of 192 hours of sick leave that they have accrued but did not utilize based on the employee's rate of pay at the time of separation.

## BEREAVEMENT

Whenever a full-time employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) such person shall be entitled to bereavement leave with pay up to three (3) working days. The employee shall furnish satisfactory evidence of such death or critical illness to his/her Department Head. Bereavement leave shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of critical illness of that same relative has been granted. Absences under this Section shall not be charged against sick leave.

## INDUSTRIAL

A. Any employee who is compelled to be absent from duty on account of an on-the-job injury or illness which, by the determination of the Administrative Officer, would be compensated under Worker's Compensation Laws of the State of California had the absence extended to the seventh day or which thereafter is compensated under Workers' Compensation Laws, shall be entitled to receive the difference between any disability compensation due him under Workers' Compensation Laws and his/her salary, provided that such benefits shall not be paid for longer than twelve (12) months in the aggregate for any one such injury or illness.

B. Sick leave shall not be charged during absence as set forth in Section A above.

C. Neither sick leave nor vacation shall be accumulated during absence set forth in Section A above.

D. Any employee who claims or receives the benefits provided in this section shall furnish to the City Manager or designee satisfactory evidence of his/her right to receive such benefits, as well as verification of the amount of the disability compensation he/she has received or is entitled to receive.

## TEMPORARY DISABILITY LEAVE

Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave, may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credit are exhausted, the remainder of the absence required will be on the basis of leave without pay. If leave without pay is utilized, no accruals of leave or benefits will be credited to the employee. The leave without pay will constitute a break in continuous service with the City, unless the City Manager authorizes otherwise.

## PREGNANCY DISABILITY LEAVE

Employees may continue in employment during pregnancy, subject to the City Rules and Regulations, and relevant State and Federal Laws.

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.

If pregnancy disability leave is required, the employee shall provide a certificate in writing from a licensed physician which shall advise the City that: the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

## MILITARY LEAVE

Military leave with pay shall be granted in accordance with applicable state and federal law.

## JURY DUTY

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation provided he/she deposits his/her fees for service with the City. Employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty.

## LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be made by an employee who has exhausted all accrued leave balances. The City Manager may consider an extended leave of absence as a reasonable accommodation and/or whether such an extended leave of absence would present an undue hardship on the City, following an interactive process when the unpaid leave involves a serious health condition and disability. For non-medical requests, the City Manager will evaluate the nature of the request, and impact on the City, and may grant a non-medical leave of absence not to exceed one year. The procedure in requesting an extension shall be the same as that in requesting the original leave provided that the request for the extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

# HOLIDAYS

A. Designated City Holidays

Every employee shall be entitled to the following paid holidays each year and such other as may be designated by action of the City Council:

1. New Year's Day – January 1
2. The third Monday in January (Martin Luther King Jr. Day)
3. The third Monday in February (Presidents' Day)
4. The last Monday in May (Memorial Day)
5. Independence Day (July 4th)
6. The first Monday in September (Labor Day)
7. Veterans Day- Observed on November 11th
8. Thanksgiving Day
9. Christmas Eve- December 24
10. Christmas Day- December 25
11. One floating holiday.

B. Procedure if Holiday Falls on a Sunday

When a designated holiday above (e.g. Veterans Day, Christmas Day, New Year's Day or July 4th) falls on a Sunday, the following Monday shall be treated as a designated holiday.

C. Floating Holidays

Except as provided in Section D below, all floating holidays shall be used in full day increments. Employees will be credited with 10 hours for each floating holiday that he/she is entitled to and will be charged the same 10 hours when he/she uses it. A floating holiday shall be equivalent to one full day off and no additional compensation, or time off, will be granted. Department Head approval of floating holiday leave shall be obtained prior to its use and with no less than 72 hours notice. All accumulated floating holiday hours shall be combined and labeled as vacation hours.

D. Floating Holiday for New Employees

Employees hired during the fiscal year shall receive a pro-rated credit for the floating holiday based on date of hire.

## HOURS OF WORK

Employees shall work a 4/10 work schedule, Monday through Thursday, starting at 7:00 a.m. and ending at 6:00 p.m., with a one-hour unpaid lunch break. The City Manager will consider requests in writing to work alternative work schedules on an individual basis based on the needs of the City. The City Manager may change an employee's work period, workweek, or hours at any time to meet the needs of the City.

## ATTENDANCE

Employees shall be in attendance at work in accordance with the rules regarding hours of work, holidays, and leaves. Failure on the part of an employee who is absent without leave to return to duty within 24 hours after due notice to return to duty has been issued shall be cause for discipline up to and including termination.

## OVERTIME

It is the policy of the City of Cudahy to avoid the necessity for overtime work whenever possible. However, in cases of emergency, or whenever public interest or necessity requires, any employee may be directed by designated authority and is expected to perform overtime work. Under such circumstances, management will seek volunteers to perform overtime work. In the event that no volunteers step forward, a draft of employees shall take place and be based upon seniority. All overtime work, with the exception of emergency conditions, must have the approval of the City Manager prior to the actual performance of work. Failure to obtain such approval may subject the employee to disciplinary action up to and including termination. Only non-exempt employees are eligible to receive overtime pay.

Except as stated herein, for all workweeks in which there is no designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City closure, or by management due to lack of work or an act of God, the employee shall be eligible for overtime pay (time and one half the employee's regular rate of pay as that term is used in the Fair Labor Standards Act) for time worked over 40 hours per workweek. In a workweek where there is a designated holiday that falls during the workweek or a day in which the employee is sent home due to an unexpected City closure, or by management due to lack of

work or an act of God and is thus unable to work their regularly scheduled shift, and the employee has not taken any time off or leave during that same week (e.g. vacation, sick or other personal leave), the employee shall be eligible for overtime pay (time and one half) for time worked beyond the employee's scheduled shift(s) during that workweek.

A. The City of Cudahy has enacted a special provision internally for non-exempt employees to provide compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half (1 1/2 ) hours for compensatory time for each hour of overtime worked.

B. Exempt Classified Staff Employees - Are paid a salary that reflects the full responsibility of the position, including being *on-call* or being *called back* to work, and are not eligible to receive overtime, On-Call or Call-Back pay.

C. Non-exempt Classified Staff Employees - May be required to be available and/or to work outside the regular schedule. The two types of status and pay related to those circumstances are On-Call (Standby) and Call-Back.

E. Overtime Pay for Saturdays, Sundays and Holidays – When an employee is not regularly scheduled to work on Saturdays and Sundays, the employee shall receive overtime pay (time and one half) for all time worked on those days. When an employee works on a designated City holiday, the employee shall receive overtime pay (time and one half) for all time worked on the holiday.

F. Consent to Work Overtime – The City does not require notice to or consent from employees when scheduling overtime hours. The City shall provide an employee with as much advance notice as possible of a work schedule change in those situations where the City wants to avoid placing an employee into overtime status. This advance scheduling allows the City to avoid the overtime situation by readjusting the workday and by scheduling time off for the employee so that the employee's time worked does not exceed 40 hours within the workweek.

G. At the City Manager's Discretion, payment of overtime may be approved on a case by case basis.

## COMPENSATORY TIME OFF

Compensatory time off is an alternative method of overtime payment to non-exempt employees. In lieu of paying a non-exempt employee for overtime worked, employees may be granted compensatory time off at the overtime rate of one and one half (1 ½) for each hour of overtime worked. Employees shall have the option of receiving overtime pay for any overtime worked.. Use of earned compensatory time off must be approved in advance by the Department Head or designee. The maximum accrual limit for compensatory time off is 120 hours.

## ON-CALL (STANDBY) PAY

On-Call (Standby) status is a designated shift within any 24 consecutive hours. Such shifts may vary in beginning and ending times from department to department, and are subject to change by administrative decision as dictated by work load needs. On-Call shift hours usually coincide with regular shift hours. Any Classified Staff employee may be assigned to an On-Call status, which requires the employee to be accessible, available, and able to report for duty if called.

Department Heads are responsible for determining the need for On-Call availability and for assigning Classified Staff employees to On-Call status. The supervisor of the employee assigned to On-Call status shall maintain a roster of all qualified employees who may be required to be On-Call. An equitable rotation policy shall be followed in requiring employees to be On-Call.

On-Call pay will be provided for assigned On-Call shifts. The minimum On-call pay per 24-hour period shall be 2 hours. These 2 hours shall not be considered towards overtime or compensated time. The employing department will choose a single level of accrued compensatory time that will be provided to all non-exempt employees in On-Call Status.

## CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by the department to return to duty following the termination of his/her normal shift or is working prior to his/her regularly

scheduled shift. An employee called back to duty shall be paid a minimum of two (2) hours compensation at the overtime rate commencing when he/she reports for duty.
A nonexempt Classified Staff employee who is called back to work from On-Call status or otherwise at a time not previously scheduled shall receive compensatory time as follows:

a) A minimum of two (2) hours of compensatory time at rate equal to time and one-half the regular hourly pay rate even when the time actually spent back on the job is less than two (2) hours.
b) Compensatory time for actual hours worked at time and one-half the regular hourly pay rate, if hours worked exceeds two (2).

c) Actual hours worked for Call-Back purposes means only that time spent at the work site. Time spent in route to or from the work site is not included as time worked.
d) Call-Back is mandatory and employee must return to work within a reasonable time frame (2 hours).
e) Employees shall be contacted based on a rotating schedule.

Compensatory time off can only be used in lieu of pay for Call-Back time worked in accordance with Cudahy overtime policies.

## BILINGUAL PAY

A. City departments may request a bilingual pay stipend for an employee based on the employee's use of a non-English language as part of his/her regular job duties. Requests may be made on the basis of oral translation duties only or oral and written translations. Requests are reviewed by Human Resources to determine whether there is a need for the bilingual skills based on the employee's job duties. If the request is approved by Human Resources, the employee must pass the examination described below.

B. Human Resources is responsible for the development of examination content and rating criteria to evaluate an employee's ability to speak or write a non-English language. The examination may be administered by employees who have already been certified in that

language, under the direction of Human Resources, or by an outside vendor selected by Human Resources.

C. Approved and certified employees shall be compensated with a bilingual pay stipend in the amount of $75.00 per month for oral translation duties, and $125.00 per month for oral and written translations.

## HEALTH INSURANCE

The City shall contribute towards health insurance benefits as listed below:

A) Medical Insurance: the City shall contribute toward the coverage of employees and their dependents in the medical insurance program available through the Public Employee's Retirement System as provided for under the Public Employee's Medical and Hospital Care Act as follows:

**Effective Upon MOU Adoption:**
The City shall contribute an amount up to the coverage amount for the Kaiser Permanente plan that corresponds to the employee's coverage.

B) Dental Insurance: the City shall offer a dental plan for employees and their dependents. The City will contribute towards the purchase of said dental coverage if the employee elects coverage as follows:

**Effective Upon MOU Adoption:**
The City shall contribute an amount up to the average amount of the dental plans available that corresponds to the employee's coverage.

C) Vision Insurance: the city shall offer vision care insurance for employees and their dependents. The City will contribute towards the purchase of said vision care coverage if the employee elects coverage as follows:

**Effective Upon MOU Adoption:**

The City shall contribute 100% of the coverage amount that corresponds to the employee's coverage.

D) Life Insurance: the City agrees to provide a term life insurance policy in the amount of $100,000 per employee. The premium for such insurance shall be paid by the City.

E) Disability Insurance: the City will provide a sixty (60) day Long Term Disability policy. 100% of the premium coverage for such insurance shall be paid by the City.

## RETIREMENT PLAN

The City contracts with the California Public Employees Retirement System (CalPERS) for retirement benefits.

First Tier Retirement Formula for "Classic Members" – 2.7% at 55 (Effective July 1, 2008)
For unit members covered under the 2.7% at 55 retirement formula, who are defined as "classic members" under the Public Employees' Pension Reform Act of 2013 (PEPRA) (i.e. not defined as "new members" under Gov. Code section 7522.04(f)):
Effective Upon MOU Adoption – Classic members shall pay 3% of "compensation earnable" as defined in Gov. Code section 20636, representing the members' employee's contribution to CalPERS.

Effective July 1, 2016 – Classic members shall pay an additional 3% for a total of 6% of "compensation earnable" as defined in Gov. Code section 20636, representing the members' employee's contribution to CalPERS.

Effective July 1, 2017 – Classic members shall pay an additional 2% for a total of 8% of "compensation earnable" as defined in Gov. Code section 20636, representing the members' employee's contribution to CalPERS.

Second Tier Retirement Formula for "Classic Members" – 2% at 60 (Effective October 16, 2011)
For unit members covered under the 2% at 60 retirement formula, who are defined as "classic members" under the PEPRA (i.e. not defined as "new members" under Gov. Code section

7522.04(f)), shall be responsible for paying the entire employee's contribution rate of 7% of "compensation earnable" as defined in Gov. Code section 20636.

Third Tier Retirement Formula for "New Members" – 2% at 62 (Effective January 1, 2013)
Pursuant to Gov. Code section 7522.30, unit members, who are defined as "new members" under PEPRA, Gov. Code section 7522.04(f), shall be responsible for paying the employee contribution of 50% of the total normal cost of the plan, as defined by CalPERS.

## EDUCATION INCENTIVE

The City will reimburse employees for 100% of the cost of books, materials, parking and tuition up to a maximum reimbursement equivalent to a part-time Cal State tuition per fiscal year for courses taken at any state college, state university, private university or community college, not to exceed $5,000 per employee per year. Courses must be related to the job, to a potential promotional position, or to general educational requirements as approved by the City Manager upon recommendation of the Department Head. The City Manager or designee must approve all courses in advance in order for the employee to be eligible for the reimbursement.

In order for an employee to be reimbursed for a course, proof of successful completion must first be furnished. In graded courses, a letter grade of "C" or better is required. In a "Pass/Fail" grading system, a "Pass is required. In a "Credit/No Credit" grading system, a "Credit" is required for approval.

Reimbursement for books will not be permitted until proof of successful completion of the course has been furnished. A sales receipt for the purchased books must also be submitted with the request for reimbursement.

Courses from a private university or college may also be considered; however, reimbursement for such courses shall not exceed the amount permitted for a similar course at a state college or university.

The educational reimbursement will be provided upon completion of coursework. The employee must remain employed by the City or the employee must repay the cost based on the following scale:

- 100% of the reimbursement if employee leaves within 6 months,
- 75% of the reimbursement if employee leaves after 6 months,
- 50% of the reimbursement if employee leaves after 12 months,
- 25% of the reimbursement if employee leaves after 18 months,
- 0% of the reimbursement if employee leaves after two years.

## EDUCATIONAL SEMINARS

Employees wishing to further their education through short-term courses or one-day seminars at City expense may do so but only with written Department Head approval.
The department head shall consider the following before granting such approval:

1. Necessity and applicability to the individual.
2. Alternative training methods.
3. Department staffing needs and/or schedules.
4. Amount budgeted for training and education.
5. Fiscal approval by the City Manager.

## PROBATIONARY PERIOD

A. An original or promotional appointment is an at-will employment, subject to a probationary period of not less than six (6) months, except that the City Manager may extend the probationary period for any position up to an additional six (6) months or for a marginal employee who is on probation for up to an additional three (3) months. During the probationary period an employee may be terminated at any time with or without cause. During the probationary period the employee's supervisor shall attempt to counsel the probationary employee on a periodic basis, prior to the end of the probationary period regarding his/her performance.

B. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the City Manager or designee a merit rating including a statement, in writing, to such effect and stating that the retention of such employee in the service of the City is desired. If the services of the employee are deemed to be unsatisfactory

and his employment is to be terminated at or before the expiration of the probationary period, the appointing authority shall file with the Personnel Officer, a statement in writing setting forth this action to be taken.

C. All probationary periods shall extend to the first day of the month following the period of probation.

D. Rejection Following Promotion: Any employee rejected during the probationary period following a promotional appointment or at the conclusion of the probationary period by reason of failure of the appointing power to file a statement that his services have been satisfactory, or at the discretion of the employee, shall be reinstated to the position from which he was promoted unless charges are filed and he/she is discharged in the manner provided in the Personnel Ordinance and the rules for positions in the classified service.

## UNIFORMS

The City shall purchase uniforms for designated employees as budgeted, but not to exceed $500/year.

## MILEAGE REIMBURSEMENT

Employees shall be reimbursed for the use of their vehicle for City Business at the allowable rate per mile as stated by the IRS the current rate in effect at the time during the period of this agreement. Employees shall be reimbursed upon submittal of a monthly reimbursement form with Department Head approval.

## HOME COMPUTER PURCHASE PROGRAM

The City agrees to provide an employee home computer purchase program in the form of a $3,000, 24-month, interest-free loan. Employees are allowed to purchase a new computer only after the first loan has been paid off. The City reserves the right to determine the details and specific terms of such a program. Should the employee separate from the City prior to paying off the loan, the balance of the loan becomes due and payable immediately.

## CELL PHONE STIPEND

Employees who are not issued cell phones by the City and use their personal cell phones for minimal work-related use are eligible to receive a monthly stipend in the amount of $20. Employees who believe they are eligible to receive the stipend shall make a request to the City Manager for the stipend. The City Manager or designee shall then decide whether the employee is eligible for the stipend.

The following City positions are issued cell phones by the City, and employees holding these positions are not eligible to receive the cell phone stipend: Maintenance Leader, Maintenance Supervisor, and Code Enforcement Officer.

## TIME OFF FOR EXAMINATION

Any employee classified in competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in competitive service of the City.

## SUBSTANCE ABUSE POLICY

The City of Cudahy and the Association have a vital interest in maintaining safe, healthful and efficient working conditions. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to co-workers and the citizens of Cudahy. The possession, use or sale of an illegal drug or of alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations. "On the job" means while on City premises, at work locations, or while on duty or being compensated on an "on call status."

The City of Cudahy and the Association recognize that their future is dependent on the physical and psychological well-being of all employees. The City and the Association mutually acknowledge that a drug and alcohol-free work environment benefits Cudahy's employees and citizens.

The purpose of this section is to define the City's drug and alcohol policy as well as the possible consequences of policy violation.

A. Possession, sale, use or being under the influence of drugs or alcohol while on the job is strictly prohibited.

B. When reasonable suspicion exists that the employee is under the influence of drugs or alcohol on the job, the City may require an employee to submit to a drug/alcohol examination, including, but not limited to, a substance screening. Substance screening means the testing of urine or other body fluids as reasonably deemed necessary by a physician to determine whether an employee has a restricted substance in their system.

1. Reasonable suspicion is cause based upon objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Post-accident testing under this Article shall be conducted based on reasonable suspicion as defined in this Section and shall not be automatic, unless as required by law per Department of Transportation (DOT) Federal Motor Carrier Safety Administration Regulations (FMCSA).

C. Any manager or supervisor requesting an employee to submit to a substance screening shall document in writing the facts constituting reasonable suspicion and shall give the employee a copy. The employee shall be given an opportunity to provide additional facts. An employee who is then ordered to submit to a substance abuse screening may request to be represented. Because time is of the essence in substance screening, a representative must be available within a reasonable time or the employee will then be ordered to submit to substance screening. An employee who refuses to submit to a substance screening may be considered insubordinate and shall be subject to disciplinary action up to and including termination.

D. The supervisor, or designee, shall transport the suspected employee to the testing facility. Testing shall occur on City time and be paid for by the City. Employee urine samples, or other body fluids, will be by a certified system which includes methods or mechanisms designed to assure the integrity of the sample. The facility used for testing shall be certified by the National

Institute on Drug Abuse and comply with established guidelines for "chain of custody" to insure that identity and integrity of the sample is preserved throughout the collecting, shipping, testing and storage process.

E. Any positive test for alcohol or drugs will be confirmed by a scientifically sound method. An employee who tests positive on a confirmatory test will be given the opportunity to discuss the results with a physician to be designated by the City. The employee should be prepared at that time to show proof of any valid medical prescription for any detected substance or to otherwise explain, if he or she so chooses, a positive test result.

F. While use of medically prescribed medications and drugs is not per se a violation of this policy, this policy shall establish that no employee shall operate a City vehicle or dangerous machinery or equipment while taking any kind of medication or drugs which are clearly marked that they may cause significant drowsiness or impair an employee's performance. An employee shall notify his/her supervisor, before beginning work, when taking such medications or drugs. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a physician designated by the City may be required. The City reserves the right to send an employee home on sick leave under these circumstances.

G. Employees with substance abuse problems are encouraged to participate voluntarily in the City-sponsored Employee Assistance Program (EAP). Assistance through the EAP may be sought by an employee with complete confidentiality and without adverse consequences to his/her employment. Employees should be aware, however, that a request for assistance through the EAP will not insulate the employee from disciplinary action already contemplated. Depending upon the facts surrounding the reasonable suspicion determination, positive test result, and/or other violation of this policy or other City/department rules and regulations, the City may refer an employee to the EAP. Such referral could, at the discretion of the City, be made available to the employee as an alternative to disciplinary action. Referral would be subject to agreement by the employee to enroll, participate in and successfully complete rehabilitation and/or counseling program and other terms and conditions in a "Last Chance Agreement."

1. It is the City's intent to use the EAP option for first offenders except the City reserves the right to discipline for those offenses, which are a significant violation of City/department rules and regulations or where violation did or could have resulted in serious injury or property damage.

2. Consequences of a Positive Controlled Substance and/or Alcohol Test. A covered employee who tests positive for a controlled substance and/or alcohol may be subject to disciplinary action, up to and including termination from employment.

As a result of a positive controlled substance and/or alcohol random test, a temporary non-safety sensitive job assignment for an employee who is removed from the performance of safety sensitive duties or who is restricted from driving non-commercial City vehicles, may be approved by the department head based on the availability of meaningful work to meet operational need.

An employee must use accrued leave time or request personal leave of absence without pay if time off from work is necessary for any treatment or rehabilitation program. The costs of rehabilitation or treatment services, whether or not covered by the employee's medical plan, are the ultimate responsibility of the employee.

## PEACEFUL PERFORMANCE

Apart from and in addition to existing restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. The City reserves its rights to exercise all available legal and equitable remedies in the event of a violation. Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the City of redress.

The inclusion of this Article in this agreement shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this agreement.

## GRIEVANCE PERIOD

A. Definition of Grievance

A grievance is an alleged violation of a specific provision of this MOU or the City of Cudahy Personnel Rules and Regulations that adversely affects the grievant. This grievance procedure applies to all unit members. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, a disciplinary action, or rejection from probation.

B. Statement of Grievance

The grievance filed by the grievant should include the following information: the date of the alleged violation; the specific provision(s) of the MOU or personnel rule that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved.

C. Timelines

Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes an abandonment of the grievance. The parties may extend time limits by mutual written agreement in advance of a deadline.

D. Grievance Procedure

1. Step One: Informal Resolution with Supervisor – The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 14 calendar days after the event giving rise to grievance has occurred. The supervisor shall attempt to resolve the matter with the

employee, and, within a reasonable amount of time, issue a decision on the matter in writing to the employee.

2. Step Two: Department Head – If the employee believes that the grievance has not been resolved through Step One, the employee may submit a written Statement of the Grievance to his/her department head. The employee must submit the Statement of the Grievance within 14 calendar days of receiving the written decision by the immediate supervisor. The department head shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 14 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

3. Step Three: City Manager – If the employee believes that the grievance has not been resolved through Step Two, the employee may appeal the grievance decision of the department head to the City Manager. Such appeal must be filed within 14 calendar days of the date of the department head's written decision. The City Manager shall consider, discuss the grievance with the grievant, and investigate as he/she deems appropriate, and shall, within 21 calendar days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.

E. Representation

A grievant may have a representative of his/her choice at any stage of the grievance procedure, except that the grievant may not be represented by an employee he/she supervises, or by his/her supervisor. The grievant and designated representative of the grievant (if the representative is a City employee) shall receive release time for the time during grievance meetings. 48 hours prior to the schedule grievance meeting, the grievant shall inform his/her immediate supervisor, department head or City Manager whether he/she shall be represented at the grievance meeting, and shall identify the representative.

F. Withdrawal of Grievance

Any grievance may be withdrawn by the grievant at any time in writing. Withdrawal of a grievance shall be with prejudice and shall remove the right of the grievant to refile the grievance on the same set of facts.

## MANAGEMENT FUNCTIONS

1. Manage the City.
2. Scheduling working hours.
3. Establish, modify or change work schedule standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, layoff, or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, and subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character, and use of inventories.
11. Determine financial policy, including accounting procedure.
12. Determine the administrative organization of the City.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work force.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate, or enforce rules and regulations.

22. Place work with outside firms.
23. Determine the kind and number of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.
27. Determine the necessary of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in case of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.
30. Determine an on call system for employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

Any dispute arising out of or in any way connected with either the existence of, or the exercise of any of the above described rights of the City is not subject to the grievance provision unless such dispute is otherwise grievable under another Article of this Agreement.

## CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of these references, law shall include the Constitution and all relevant Federal statutes, and all final appellate court decisions on the issue. References contained herein the matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

## FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

For Cudahy Miscellaneous Employees Association

For the City of Cudahy

_____

Aracely Villaseñor, CMEA Board

_____

Jose Pulido, City Manager

_____

Maria Ibarra, CMEA Board

_____

Cristian Markovich, Mayor

_____

Aurelio Trujillo, CMEA Board

ATTEST:

_____

Laura Valdivia, Interim City Clerk

**EXHIBIT A**
**SALARY RANGES**

| RANGES | POSITION | 7/1/2015 Salary Range | 7/1/2016 Salary Range | 7/1/2017 Salary Range | 7/1/2018 Salary Range |
|---|---|---|---|---|---|
| 24 | | 7969 - 9952 | 8208 - 10251 | 8372 - 10456 | 8450 - 10665 |
| 23 | | 7592 - 9482 | 7820 - 9766 | 7976 - 9961 | 8136 - 10161 |
| 22 | | 7235 - 9035 | 7452 - 9306 | 7601 - 9492 | 7753 - 9682 |
| 21 | | 6894 - 8609 | 7101 - 8868 | 7243 - 9045 | 7387 - 9226 |
| 20 | | 6569 - 8204 | 6766 - 8450 | 6902 - 8619 | 7040 - 8792 |
| 19 | | 6259 - 7817 | 6447 - 8052 | 6576 - 8213 | 6708 - 8377 |
| 18 | Assistant Engineer (B) | 5966 - 7450 | 6145 - 7674 | 6268 - 7827 | 6393 - 7984 |
| 17 | Senior Accountant | 5687 - 7102 | 5857 - 7315 | 5974 - 7461 | 6094 - 7610 |
| 16 | | 5419 - 6767 | 5581 - 6970 | 5693 - 7110 | 5807 - 7252 |
| 15 | | 5165 - 6451 | 5320 - 6644 | 5427 - 6777 | 5535 - 6913 |
| 14 | | 4923 - 6149 | 5071 - 6333 | 5173 - 6460 | 5276 - 6589 |
| 13 | | 4692 - 5859 | 4832 - 6035 | 4929 - 6156 | 5028 - 6279 |
| 12 | Account Technician | 4530 - 5657 | 4666 - 5827 | 4759 - 5944 | 4854 - 6062 |
| 11 | Maintenance Superintendent | 4472 - 5585 | 4606 - 5753 | 4699 - 5868 | 4793 - 5985 |
| 10 | | 4260 - 5320 | 4388 - 5480 | 4476 - 5589 | 4565 - 5701 |
| 9 | Maintenance Foreman | 4057 - 5067 | 4179 - 5219 | 4262 - 5323 | 4348 - 5430 |
| | Senior Code Enforcement Officer | | | | |
| | Planning Assistant | | | | |
| | Recreation Supervisor | | | | |
| | Assistant Engineer (A) | | | | |
| 8 | Code Enforcement Officer | 3867 - 4829 | 3983 - 4974 | 4062 - 5073 | 4144 - 5175 |
| | Administrative Assistant | | | | |
| | Senior Administrative Analyst | | | | |
| 7 | Account Clerk | 3717 - 4642 | 3829 - 4782 | 3905 - 4877 | 3983 - 4975 |
| 6 | Senior Recreation Coordinator | 3684 - 4601 | 3795 - 4739 | 3871 - 4834 | 3948 - 4931 |
| | Department Secretary | | | | |
| | Maintenance Leader | | | | |
| 5 | Administrative Clerk II | 3508 - 4381 | 3613 - 4513 | 3686 - 4603 | 3759 - 4695 |
| | Recreation Coordinator | | | | |
| | Municipal Officer | | | | |
| 4 | Secretary | 3344 - 4177 | 3445 - 4302 | 3514 - 4388 | 3584 - 4476 |
| 3 | Maintenance Worker | 3190 - 3984 | 3286 - 4103 | 3351 - 4185 | 3418 - 4269 |
| 2 | | 3039 - 3795 | 3130 - 3909 | 3192 - 3987 | 3256 - 4066 |
| 1 | Cashier/Receptionist | 2899 - 3621 | 2986 - 3730 | 3046 - 3804 | 3107 - 3880 |
| | Administrative Clerk I | | | | |

Exhibit A

# Compensation Schedule Effective

## July 1, 2015

| | Association Steps | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Ranges** | A | B | C | D | E | F | G | H | I | J |
| **A1** | 2899 | 2972 | 3046 | 3122 | 3200 | 3280 | 3362 | 3447 | 3533 | 3621 |
| **A2** | 3039 | 3114 | 3192 | 3272 | 3354 | 3438 | 3524 | 3612 | 3702 | 3795 |
| **A3** | 3190 | 3270 | 3351 | 3435 | 3521 | 3609 | 3699 | 3792 | 3887 | 3984 |
| **A4** | 3344 | 3428 | 3514 | 3602 | 3692 | 3784 | 3878 | 3975 | 4075 | 4177 |
| **A5** | 3508 | 3596 | 3686 | 3778 | 3872 | 3969 | 4068 | 4170 | 4274 | 4381 |
| **A6** | 3684 | 3776 | 3871 | 3968 | 4067 | 4168 | 4273 | 4379 | 4489 | 4601 |
| **A7** | 3717 | 3810 | 3905 | 4003 | 4103 | 4206 | 4311 | 4419 | 4529 | 4642 |
| **A8** | 3867 | 3963 | 4062 | 4164 | 4268 | 4375 | 4484 | 4596 | 4711 | 4829 |
| **A9** | 4057 | 4159 | 4263 | 4369 | 4478 | 4590 | 4705 | 4823 | 4943 | 5067 |
| **A10** | 4260 | 4367 | 4476 | 4588 | 4702 | 4820 | 4940 | 5064 | 5190 | 5320 |
| **A11** | 4472 | 4584 | 4699 | 4816 | 4937 | 5060 | 5186 | 5316 | 5449 | 5585 |
| **A12** | 4530 | 4643 | 4759 | 4878 | 5000 | 5125 | 5253 | 5385 | 5519 | 5657 |
| **A13** | 4692 | 4809 | 4929 | 5052 | 5179 | 5308 | 5441 | 5577 | 5716 | 5859 |
| **A14** | 4923 | 5046 | 5173 | 5302 | 5435 | 5570 | 5710 | 5852 | 5999 | 6149 |
| **A15** | 5165 | 5295 | 5427 | 5563 | 5702 | 5844 | 5990 | 6140 | 6294 | 6451 |
| **A16** | 5419 | 5554 | 5693 | 5835 | 5981 | 6131 | 6284 | 6441 | 6602 | 6767 |
| **A17** | 5687 | 5829 | 5975 | 6124 | 6277 | 6434 | 6595 | 6760 | 6929 | 7102 |
| **A18** | 5966 | 6115 | 6268 | 6424 | 6585 | 6750 | 6918 | 7091 | 7269 | 7450 |
| **A19** | 6259 | 6416 | 6576 | 6741 | 6909 | 7082 | 7259 | 7440 | 7626 | 7817 |
| **A20** | 6569 | 6734 | 6902 | 7074 | 7251 | 7433 | 7618 | 7809 | 8004 | 8204 |
| **A21** | 6894 | 7066 | 7243 | 7424 | 7609 | 7800 | 7995 | 8195 | 8399 | 8609 |
| **A22** | 7235 | 7416 | 7601 | 7791 | 7986 | 8185 | 8390 | 8600 | 8815 | 9035 |
| **A23** | 7592 | 7782 | 7976 | 8176 | 8380 | 8590 | 8805 | 9025 | 9250 | 9482 |
| **A24** | 7969 | 8168 | 8373 | 8582 | 8796 | 9016 | 9242 | 9473 | 9710 | 9952 |

Exhibit A

# Compensation Schedule Effective

## July 1, 2016

| | Association Steps | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Ranges | A | B | C | D | E | F | G | H | I | J |
| A1 | 2986 | 3061 | 3138 | 3216 | 3296 | 3379 | 3463 | 3550 | 3639 | 3730 |
| A2 | 3130 | 3208 | 3288 | 3370 | 3455 | 3541 | 3629 | 3720 | 3813 | 3909 |
| A3 | 3286 | 3368 | 3452 | 3538 | 3627 | 3717 | 3810 | 3906 | 4003 | 4103 |
| A4 | 3445 | 3531 | 3619 | 3710 | 3802 | 3897 | 3995 | 4095 | 4197 | 4302 |
| A5 | 3613 | 3704 | 3796 | 3891 | 3989 | 4088 | 4190 | 4295 | 4403 | 4513 |
| A6 | 3795 | 3890 | 3987 | 4087 | 4189 | 4294 | 4401 | 4511 | 4624 | 4739 |
| A7 | 3829 | 3925 | 4023 | 4123 | 4226 | 4332 | 4440 | 4551 | 4665 | 4782 |
| A8 | 3983 | 4082 | 4184 | 4289 | 4396 | 4506 | 4619 | 4734 | 4852 | 4974 |
| A9 | 4179 | 4283 | 4390 | 4500 | 4613 | 4728 | 4846 | 4967 | 5092 | 5219 |
| A10 | 4388 | 4498 | 4610 | 4725 | 4843 | 4964 | 5089 | 5216 | 5346 | 5480 |
| A11 | 4606 | 4722 | 4840 | 4961 | 5085 | 5212 | 5342 | 5476 | 5612 | 5753 |
| A12 | 4666 | 4782 | 4902 | 5025 | 5150 | 5279 | 5411 | 5546 | 5685 | 5827 |
| A13 | 4832 | 4953 | 5077 | 5204 | 5334 | 5467 | 5604 | 5744 | 5888 | 6035 |
| A14 | 5071 | 5198 | 5328 | 5461 | 5598 | 5737 | 5881 | 6028 | 6179 | 6333 |
| A15 | 5320 | 5453 | 5590 | 5730 | 5873 | 6020 | 6170 | 6324 | 6482 | 6644 |
| A16 | 5581 | 5721 | 5864 | 6011 | 6161 | 6315 | 6473 | 6635 | 6800 | 6970 |
| A17 | 5857 | 6004 | 6154 | 6308 | 6465 | 6627 | 6793 | 6962 | 7136 | 7315 |
| A18 | 6145 | 6298 | 6456 | 6617 | 6783 | 6952 | 7126 | 7304 | 7487 | 7674 |
| A19 | 6447 | 6608 | 6773 | 6943 | 7116 | 7294 | 7477 | 7664 | 7855 | 8052 |
| A20 | 6766 | 6936 | 7109 | 7287 | 7469 | 7656 | 7847 | 8043 | 8244 | 8450 |
| A21 | 7101 | 7278 | 7460 | 7647 | 7838 | 8034 | 8235 | 8440 | 8651 | 8868 |
| A22 | 7452 | 7638 | 7829 | 8025 | 8225 | 8431 | 8642 | 8858 | 9079 | 9306 |
| A23 | 7820 | 8015 | 8216 | 8421 | 8632 | 8847 | 9069 | 9295 | 9528 | 9766 |
| A24 | 8208 | 8413 | 8624 | 8839 | 9060 | 9287 | 9519 | 9757 | 10001 | 10251 |

Exhibit A

# Compensation Schedule Effective

## July 1, 2017

| Association Steps | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Ranges | A | B | C | D | E | F | G | H | I | J |
| A1 | 3046 | 3122 | 3200 | 3280 | 3362 | 3446 | 3533 | 3621 | 3711 | 3804 |
| A2 | 3192 | 3272 | 3354 | 3438 | 3524 | 3612 | 3702 | 3795 | 3889 | 3987 |
| A3 | 3351 | 3435 | 3521 | 3609 | 3699 | 3792 | 3887 | 3984 | 4083 | 4185 |
| A4 | 3514 | 3601 | 3692 | 3784 | 3878 | 3975 | 4075 | 4177 | 4281 | 4388 |
| A5 | 3686 | 3778 | 3872 | 3969 | 4068 | 4170 | 4274 | 4381 | 4491 | 4603 |
| A6 | 3871 | 3968 | 4067 | 4168 | 4273 | 4379 | 4489 | 4601 | 4716 | 4834 |
| A7 | 3905 | 4003 | 4103 | 4206 | 4311 | 4419 | 4529 | 4642 | 4758 | 4877 |
| A8 | 4062 | 4164 | 4268 | 4375 | 4484 | 4596 | 4711 | 4829 | 4949 | 5073 |
| A9 | 4262 | 4369 | 4478 | 4590 | 4705 | 4823 | 4943 | 5067 | 5193 | 5323 |
| A10 | 4476 | 4588 | 4702 | 4820 | 4940 | 5064 | 5190 | 5320 | 5453 | 5589 |
| A11 | 4699 | 4816 | 4936 | 5060 | 5186 | 5316 | 5449 | 5585 | 5725 | 5868 |
| A12 | 4759 | 4878 | 5000 | 5125 | 5253 | 5385 | 5519 | 5657 | 5799 | 5944 |
| A13 | 4929 | 5052 | 5179 | 5308 | 5441 | 5577 | 5716 | 5859 | 6006 | 6156 |
| A14 | 5173 | 5302 | 5434 | 5570 | 5709 | 5852 | 5999 | 6149 | 6302 | 6460 |
| A15 | 5427 | 5562 | 5702 | 5844 | 5990 | 6140 | 6293 | 6451 | 6612 | 6777 |
| A16 | 5693 | 5835 | 5981 | 6131 | 6284 | 6441 | 6602 | 6767 | 6936 | 7110 |
| A17 | 5974 | 6124 | 6277 | 6434 | 6595 | 6759 | 6928 | 7102 | 7279 | 7461 |
| A18 | 6268 | 6424 | 6585 | 6750 | 6918 | 7091 | 7269 | 7450 | 7636 | 7827 |
| A19 | 6576 | 6740 | 6909 | 7082 | 7259 | 7440 | 7626 | 7817 | 8012 | 8213 |
| A20 | 6902 | 7074 | 7251 | 7432 | 7618 | 7809 | 8004 | 8204 | 8409 | 8619 |
| A21 | 7243 | 7424 | 7609 | 7800 | 7994 | 8194 | 8399 | 8609 | 8824 | 9045 |
| A22 | 7601 | 7791 | 7986 | 8185 | 8390 | 8600 | 8815 | 9035 | 9261 | 9492 |
| A23 | 7976 | 8176 | 8380 | 8590 | 8804 | 9024 | 9250 | 9481 | 9718 | 9961 |
| A24 | 8372 | 8582 | 8796 | 9016 | 9242 | 9473 | 9709 | 9952 | 10201 | 10456 |

Exhibit A

# Compensation Schedule Effective

## July 1, 2018

| Association Steps | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Ranges | A | B | C | D | E | F | G | H | I | J |
| A1 | 3107 | 3185 | 3264 | 3346 | 3430 | 3515 | 3603 | 3693 | 3786 | 3880 |
| A2 | 3256 | 3337 | 3421 | 3506 | 3594 | 3684 | 3776 | 3870 | 3967 | 4066 |
| A3 | 3418 | 3504 | 3591 | 3681 | 3773 | 3868 | 3964 | 4063 | 4165 | 4269 |
| A4 | 3584 | 3674 | 3765 | 3859 | 3956 | 4055 | 4156 | 4260 | 4367 | 4476 |
| A5 | 3759 | 3853 | 3950 | 4048 | 4150 | 4253 | 4360 | 4469 | 4580 | 4695 |
| A6 | 3948 | 4047 | 4148 | 4252 | 4358 | 4467 | 4579 | 4693 | 4810 | 4931 |
| A7 | 3983 | 4083 | 4185 | 4290 | 4397 | 4507 | 4620 | 4735 | 4853 | 4975 |
| A8 | 4144 | 4247 | 4353 | 4462 | 4574 | 4688 | 4805 | 4925 | 5048 | 5175 |
| A9 | 4348 | 4456 | 4568 | 4682 | 4799 | 4919 | 5042 | 5168 | 5297 | 5430 |
| A10 | 4565 | 4679 | 4796 | 4916 | 5039 | 5165 | 5294 | 5427 | 5562 | 5701 |
| A11 | 4793 | 4912 | 5035 | 5161 | 5290 | 5422 | 5558 | 5697 | 5839 | 5985 |
| A12 | 4854 | 4976 | 5100 | 5228 | 5358 | 5492 | 5630 | 5770 | 5915 | 6062 |
| A13 | 5028 | 5153 | 5282 | 5414 | 5550 | 5688 | 5831 | 5976 | 6126 | 6279 |
| A14 | 5276 | 5408 | 5543 | 5682 | 5824 | 5969 | 6119 | 6271 | 6428 | 6589 |
| A15 | 5535 | 5674 | 5816 | 5961 | 6110 | 6263 | 6419 | 6580 | 6744 | 6913 |
| A16 | 5807 | 5952 | 6101 | 6253 | 6410 | 6570 | 6734 | 6903 | 7075 | 7252 |
| A17 | 6094 | 6246 | 6402 | 6562 | 6726 | 6895 | 7067 | 7244 | 7425 | 7610 |
| A18 | 6393 | 6553 | 6717 | 6885 | 7057 | 7233 | 7414 | 7599 | 7789 | 7984 |
| A19 | 6708 | 6875 | 7047 | 7223 | 7404 | 7589 | 7779 | 7973 | 8173 | 8377 |
| A20 | 7040 | 7216 | 7396 | 7581 | 7771 | 7965 | 8164 | 8368 | 8577 | 8792 |
| A21 | 7387 | 7572 | 7761 | 7955 | 8154 | 8358 | 8567 | 8781 | 9001 | 9226 |
| A22 | 7753 | 7947 | 8145 | 8349 | 8558 | 8772 | 8991 | 9216 | 9446 | 9682 |
| A23 | 8136 | 8339 | 8548 | 8761 | 8980 | 9205 | 9435 | 9671 | 9913 | 10161 |
| A24 | 8540 | 8753 | 8972 | 9196 | 9426 | 9662 | 9904 | 10151 | 10405 | 10665 |

Blank Page

**Item Number**
**10A**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

**Subject:** **Consideration to Adopt Ordinance No. 650, by Second Reading Amending Cudahy Municipal Code (CMC) 3.40.040 to 3.40.060, and Adopt an Ordinance by Second Reading Amending CMC 5.08.360**

## RECOMMENDATION

The City Council is requested to:

1. Adopt Ordinance No. 650 by second reading, amending Cudahy Municipal Code (CMC) Chapter 3.40.040 relating to the City's cost recovery for services provided for Leisure and Cultural (recreational) Activities; and

2. Adopt an Ordinance by second reading, amending CMC Chapter 5.08.360 to temporarily suspend (through June 30, 2019) the business license tax requirements applicable to Rental Property Managers of rental properties with four or fewer units.

## BACKGROUND

1. On December 14, 1987, the City's Planning and Development Fee Schedule was updated through Ordinance No. 376 in order to ascertain and recover costs reasonably associated with the preparation and enforcement of products and services related to the submittal of an entitlement application.

2. On September 3, 1991, City Council approved Ordinance No. 443 adopting Title 16, Highways, Division 1 of the Los Angeles County Code relating to Highway Permits.

3. On August 3, 1999, City Council approved Resolution No. 99-34 reducing the Los Angeles County rate charged by ten percent for costs reasonably borne and necessary to provide services for building inspection and plan checking.

4. On October 1, 2002, City Council approved Resolution No. 02-36 establishing procedures for the release of impounded vehicles and for the imposition of an administrative fee charged upon the release of the impounded vehicle.

5. On March 5, 2013, City Council adopted Ordinance No. 625 to approve the Los Angeles County Building Code, the California Electrical Code, the California Plumbing Code, the California Mechanical Code and the California Residential Code, the California Green Building Standards Code and local amendments that have been made.

6. On July 1, 2014, City Council approved Resolution No. 14-03 to modify certain parking citation practices and related fees assessed by the City's municipal officers and/or code enforcement officers.

7. On August 5, 2014, City Council approved Resolution No. 14-52 amending and modifying the schedule of facility use fees assessed to residents of Cudahy and non-profits.

8. On August 19, 2014, City Council approved Resolution No. 14-54 revising the existing development application fees.

9. On November 25, 2014, City Council approved Resolution No. 14-77 adopting a City-Wide Pilot Program for Overnight On-Street Parking from January 1, 2015 to June 30, 2015.

10. On June 22, 2015, City Council approved Resolution No. 15-32 allowing the continuation of a City-wide Pilot Program to allow permitted overnight on-street parking in designated areas from July 1, 2015 to June 30, 2016.

11. On June 29, 2015, City Council approved Resolution No. 15-30 adopting FY 2015-16 City Budget.

12. On September 14, 2015, the City Council approved Resolution No. 15-41 adopting the Master Fee and Fine Schedule for Fiscal Year (FY) 2015-16 which will be effective 30 days from adoption

13. On September 14, 2015, during a City Council meeting, the City Council Introduced Ordinance No. 650 and Rental Property Manager Ordinance by first reading.
14. On September 23, 2015, the City Clerk's Office published a summary of Ordinance No. 650 and Rental Property Manager Ordinance on the Press-Telegram newspaper that circulates in the South East Los Angeles area.

**ANALYSIS**

At their regular meeting on September 14, 2015, the City Council Introduced Ordinance No. 650 and a proposed Rental Property Manager Ordinance, and held a public hearing. No changes were made to the ordinances as a result of the public hearing and the first reading of the ordinance was approved.

The City currently imposes service fees in order to recover the costs of processing, development, business licenses, permits, and parking, as well as administrative violations. Over the years, staff has periodically brought forward resolutions to adopt new and or revise fees and fines as needed. As a result, various fees and fines are found in multiple locations (i.e., resolutions and ordinances) making it difficult to process development, business licenses, permit, and parking, as well as administrative violations. Staff has consolidated all fees and fines for all programs and services City-wide into a single "Master Fee and Fine Schedule." This document will be updated as necessary and re-adopted annually as part of the annual City Budget process. This will make it easier to assist customers doing business with the City.

In addition to the format change, staff will review the current fees to determine where fees do not adequately recover the cost of providing the service, as well as services that are currently being provided without fees. The fee amounts prescribed by the current Master Fees and Fines Schedule do not increase any fees which would require a fee study. However, as a result of this review, the City Manager will propose changes to existing fees and/or establishment of new fees in the following areas: planning application and processing fees; building plan check and permit fees; public works and engineering fees; parking; and parks and recreation fees. Some of these types of fees require a fee study and public hearing to comply with Government Code Sections 66000 through 66008, 66016 and 66017 when increased, and therefore staff will complete the fee study and prepare necessary materials for the required public hearing.

Parks and Recreation Services

The proposed changes to CMC 3.40.040 by Ordinance No. 650 would allow the City to recover costs incurred of up to 80% relating to recreation services and programs. The costs of recreational services and programs consists of staff time (direct and indirect), facility maintenance, trophies, awards, special events, sports programs, uniforms, umpires, instructors, facility reservations, as well as costs associated with keeping City staff trained on current practices. Fees relating to field usage, library building space, bus costs and excursion will remain at 100% of costs to be recovered.

The percentage of costs recovered from the approval of Ordinance No. 650 by the City in CMC 3.40.040 for Community Development Services, Public Safety Services, Utility and Enterprise Services, Maintenance Services, and Administrative Services and Finance will continued to be recovered at up to 100%. A second reading of Ordinance No. 650 at a regular meeting would be required for adoption, under Government Code section 36931 et seq. Ordinance No. 650 would become effective thirty (30) days after adoption.

Resolution No. 15-41 supersedes prior Resolutions 02-36, 14-03, 14-52, 14-54, 14-77, and 15-32, to the extent that they conflict or are inconsistent with Resolution No. 15-41 and the Master Fees and Fines Schedule. Accordingly, those prior resolutions which only set a fee or fine amount are superseded in their entirety, and for those resolutions which contain other authorizations and information in addition to provisions that discuss the amount of a fee or fine that contradicts the amount of a fee or fine included in the Master Fee and Fine Schedule, only the provisions that discuss the amount of a fee or fine are superseded and the remainder of the resolution remains effective.

Rental Property Managers

CMC Section 5.04.030 indicates that a business includes the rental or lease of residential and nonresidential real estate. Section 5.04.050 of the CMC requires any person to engage in or purport to engage in either directly or indirectly, any business activity in the city first obtain a business license and pay the required taxes. Rental Property Managers pay a license tax of $30 per year per residential rental unit that are rented to a person other than a member of the owner's immediate family. The City Council has expressed concern over being business friendly and directed staff to bring an ordinance that makes it possible for those with four or fewer rental units not be required to pay a license tax on the rental units. The proposed Ordinance amends CMC 5.08.360 to suspend the license tax for any parcel having a total of four or fewer rental units. This temporary suspension would sunset, under the terms of the proposed ordinance, on June 30, 2019. Under Government Code section 36931 et seq., a second reading of the proposed Ordinance at a regular meeting would be required for adoption. The Ordinance would become effective thirty (30) days after adoption.

## CONCLUSION

If Ordinance No. 650 is approved by second reading, it will give the City more flexibility to recover costs incurred of up to 80% relating to recreation services and programs. The costs of recreational services and programs consists of staff time (direct and indirect), facility maintenance, trophies, awards, special events, sports programs, uniforms, umpires, instructors, facility reservations, as well as costs associated with keeping City staff trained on current practices. Fees relating to field usage, library building space, bus costs and excursion will remain at 100% of costs to be recovered.

If the Rental Property Manager Ordinance is approved it will temporarily suspending the business license tax for Rental Property Managers that have four or fewer rental units on a parcel by allowing them to conduct business in the City without paying a license tax.

## FINANCIAL IMPACT

The proposed recovery of 80% to 100% of costs incurred by the Parks and Recreation Department could favorably impact the City Budget from $80,000 to $320,000 from fees related to sports, classes, special events, fitness center memberships, and other programs/events that include recovery of administrative costs not directly associated with specific programs or events. The impact of the temporary suspension of the business license tax for Rental Property Managers may impact the City $10,000 annually for existing license tax that is paid to a potential amount greater than $20,000 if none of the rental units were owner occupied or occupied by a member of the owner's immediate family.

## ATTACHMENTS

A. Proposed Ordinance No. 650
B. Proposed Rental Property Manager Ordinance

# ORDINANCE NO. 650

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING SECTION 3.40.040 (SCHEDULE OF FEES) TITLE 3 (REVENUE AND FINANCE) OF THE CUDAHY MUNICIPAL CODE RELATING TO THE CITY'S COST RECOVERY FOR SERVICES PROVIDED FOR LEISURE AND CULTURAL (RECREATIONAL) ACTIVITIES**

WHEREAS, Section 3.40.040 of the Cudahy Municipal Code (CMC) sets the percentage of cost recovery for providing certain City of Cudahy ("City") services, programs and products; and

WHEREAS, Chapter 3.40 has not been reviewed and updated since December 14, 1987; and

WHEREAS, the City desires to update Chapter 3.40 in order to allow for greater cost recovery for Leisure and Cultural Services (recreational services and programs) provided by the City and to correct certain Government Code citations to reflect current state law; and

WHEREAS, the City desires to increase its percentage of costs recovered for providing recreational services and programs under 3.40.040 from the current estimated recovery of 0-100% to recovery of at least eighty percent (80%).

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES ORDAIN AS FOLLOWS:

**Section 1.** Code Amendment. The Leisure and Cultural Services percentages of costs "reasonably borne to be recovered," as listed under Section 3.40.040 of Chapter 3.40 of Title 3 of the Cudahy Municipal Code, are hereby deleted in order to allow a cost recovery for providing Leisure and Cultural Services of eighty percent (80%) for programs, classes, and events, and one hundred (100%) for usage of fields, Library space, bus costs and excursions.

**Section 2.** Code Amendment. Pursuant to Section 1 above, the "Leisure and Cultural Services" portion of Section 3.40.040 of Chapter 3.40 of Title 3 of the Cudahy Municipal Code shall read as follows:

| ***Regulation, Products or Service*** | ***Percentage of Costs Reasonably Borne to Be Recovered*** | ***Review Schedule*** |
|---|---|---|
| ***Leisure and Cultural Services*** | | |
| 22. Adult Special Interest Classes/Programs | 100% | Seasonal |
| 23. Youth Special Interest Classes | 80% | Seasonal |
| 24. City Adult Sports Program | 100% | Annual |
| 25. City Youth Sports Program | 80% | Annual |
| 26. Private Adult Field Usage | 100% | Annual |
| 27. After School Recreation Program | 80% | Annual |
| 28. Special Community Events | 80% | Annual |
| 29. Bus Excursion | 100% | Annual |
| 30. Beach Bus | 100% | Annual |
| 31. Senior Citizens Program | 100% | Annual |
| 32. Library Building Space | 100% | 6 months prior to contract expiration |

**Section 3.** Code Amendment. For the purpose of updating the Municipal Code to replace repealed statutes with current law, Section 3.40.050 of Chapter 3.40 of Title 3 of the Cudahy Municipal Code is hereby amended to read:

**3.40.050 Public meeting.**

The city clerk shall cause notice to be provided as set out in Government Code Section 66016, 66017, or 66018, as applicable, and the city council shall receive at a public meeting oral and written presentations concerning the fees and charges proposed for those categories of fees and charges set out in Government Code Sections 66000 et seq., 66016 and 66017. Such notice, oral and written presentation receipt, and public meeting shall be provided by the city council prior to the city manager taking an action on any new or increased fees or charges for those categories set out in said Government Code sections 66000 et seq., 66016 and 66017.

**Section 4.** Code Amendment. For the purpose of updating the Municipal Code to replace repealed statutes with current law, Section 3.40.060 of Chapter 3.40 of Title 3 of the Cudahy Municipal Code is hereby amended to read:

**3.40.060 Provision of data.**

Pursuant to Section 66016 of the California Government Code, the city manager shall, at least 10 days prior to the required public meeting, make available to the public data indicating the cost or estimated cost required to provide the services set out in Government Code Sections 66016 and 66017.

**Section 5.** Severability. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity of any other portion of this Ordinance and, to that end, the provisions of this Ordinance are severable.

**Section 6.** Inconsistency. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of his Ordinance.

**Section 7.** Effective Date. This Ordinance shall take effect thirty (30) days after its adoption pursuant to California Government Code section 36937.

**Section 8.** Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be posted according to law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this 14th day of September, 2015.

_____

Cristian Markovich, Mayor

**ATTACHMENT A**

CERTICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, _____, City Clerk of the City of Cudahy, hereby certify that Ordinance No. 650 was introduced at a regular meeting of the City Council of the City of Cudahy on the 24th day of August, 2015, and adopted and passed at a regular meeting of the City Council of the City of Cudahy held on the 14th day of September, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
City Clerk

**ATTACHMENT B**

**ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING SECTION 5.08.360 OF ARTICLE V (RENTAL PROPERTY MANAGERS) OF CHAPTER 5.08 (BUSINESS LICENSE TAX – PARTICULAR BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE CUDAHY MUNICIPAL CODE TO TEMPORARILY SUSPEND (THROUGH JUNE 30, 2019) THE BUSINESS LICENSE TAX REQUIREMENTS APPLICABLE TO RENTAL PROPERTY MANAGERS OF RENTAL PROPERTIES WITH FOUR (4) OR FEWER UNITS**

WHEREAS, pursuant to Cudahy Municipal Code Section 5.4.030(4), a business is any commercial or industrial enterprise, trade, profession, occupation, vocation, calling or livelihood whether or not carried on for gain or profit; and

WHEREAS, a "business," under Cudahy Municipal Code Section 5.4.030(4), includes the rental or lease of residential and nonresidential real estate and mobile home parks; and

WHEREAS, Cudahy Municipal Code Section 5.4.050 requires any person engaging in business activity to obtain a business license and pay the associated business license taxes; and

WHEREAS, Cudahy Municipal Code Chapter 5.08 establishes business license tax regulations for certain types of businesses; and

WHEREAS, Article V of Cudahy Municipal Code Chapter 5.08 governs the specific business license tax regulations for rental property managers; and

WHEREAS, under Cudahy Municipal Code Section 5.08.360, a "rental property manager" is a person who owns a residential property in the City of Cudahy (the "City") which is rented to a person other than a member of his or her immediate family, and such persons are required to pay a business license tax to the City per unit per year; and

WHEREAS, the City Council desires to be business friendly to rental property managers of rental properties with four (4) or fewer units by temporarily suspending the business license taxes applicable to such units through June 30, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Section 5.08.360 (Rental property managers) of Article V (Rental Property Managers) of Chapter 5.08 (Business License Tax – Particular Businesses) of Title 5 (Business Licenses and Regulations) of the Cudahy Municipal Code is hereby amended by the addition of subsection (5) which shall read as follows:

**Section 5.08.360**

**(5)** The license tax under this Section 5.08.360 is suspended for any parcel having a total or four (4) or fewer rental units. The terms "parcel" and "rental unit" shall be as defined in Chapter 20.08 (Definitions) of Title 20 (Zoning) of this Code. This subsection (5) of Section 5.08.360 shall expire by operation of law on June 30, 2019, unless amended by subsequent ordinance of the City Council.

SECTION 3. Subsection (1) of Section 5.08.360 (Rental property managers) of Article V (Rental Property Managers) of Chapter 5.08 (Business License Tax – Particular Businesses) of Title 5 (Business Licenses and Regulations) of the Cudahy Municipal Code is hereby amended to read as follows:

**Section 5.08.360**

**(1)** Persons who own residential property in the city which is rented to a person other than a member of the immediate family of the owner of the property shall pay a license tax in the sum of $30.00 per rental unit per year. For purposes of this section, a person is deemed to be a member of the immediate family of another if he or she is a spouse, parent, child, brother, sister, mother- or father-in-law, brother- or sister-in-law, aunt, uncle, cousin, niece or nephew, grandnephew, grandniece, grandparent, or grandchild of that other person.

SECTION 4. Subsection (4) of Section 5.08.360 (Rental property managers) of Article V (Rental Property Managers) of Chapter 5.08 (Business License Tax – Particular Businesses) of Title 5 (Business Licenses and Regulations) of the Cudahy Municipal Code is hereby amended to read as follows:

**Section 5.08.360**

**(4)** For purposes of this section, a rental unit is deemed to be rented if the unit was rented for at least 31 consecutive days at any time in the calendar year preceding the date the tax is due.

SECTION 5. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

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

SECTION 7. Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this ___th day of _____, 2015.

_____
Cristian Markovich, Mayor

ATTEST:

_____
Interim City Clerk

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF CUDAHY )

I, _____, City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. ___ was introduced for a first reading on the ___th day of _____, 2015 and approved for a second reading and adopted by said Council at its regular meeting held on the ___th day of _____, 2015 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Interim City Clerk

Blank Page

**Item Number**
**10B**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Didier Murillo, Planning Technician

**Subject:** **Consideration to Adopt a Resolution Approving Development Review Permit (DRP) No. 41.503, Allowing Construction of a New 1,500 Square Foot Single Family Dwelling Unit Located at 4051 Olive Street in the Medium Density Residential (MDR) Zone**

## RECOMMENDATION

The City Council is requested to adopt a resolution approving Development Review Permit (DRP) No. 41.503 to allow construction of a new 1,500 square foot single family dwelling unit, located at 4051 Olive Street in the Medium Density Residential (MDR) Zone.

## BACKGROUND

1. In 1956, the subject site was developed with a 1,020 square foot single family dwelling unit (Los Angeles County Office of the Assessor).

2. On July 2, 2015, the applicant submitted an application to allow the construction of a new 1,500 square foot single family dwelling unit.

3. On August 17, 2015, the Planning Commission approved Resolution No. PC 15-10, recommending approval of DRP No. 41.503 to the City Council.

## ANALYSIS

DRP No. 41.503 proposes the construction of a new 1,500 square foot single family dwelling unit, and (2) two car garages, located at 4051 Olive Street in the MDR Zone (Assessor's Parcel Number# 6225-024-018). The project site is located on a developed property totaling 9,098 square feet, occupied by an existing 1,020 square foot single family dwelling unit constructed

in 1956, with no garage (Los Angeles County Office of the Assessor). Nominal landscaping includes mature trees and grass located throughout the project site, which will be replaced by the applicant during construction of the new single family dwelling.

Pursuant to CMC Section 20.64.020(2), the MDR Zone is established to provide low population density multiple-residential areas and community services appurtenant thereto. One-, two-, and three-family dwellings may be established, subject to the size of the lot or parcel of land built upon. CMC Section 20.40.030 states that, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

As shown in the table below, with the added condition of approval to include 560 square feet of common open space, the proposed development will comply with all applicable development standards in the MDR Zone. Please reference Attachment A for a complete description of the General Plan Consistency, Zoning Consistency, Public Improvements, Parking Analysis, and Findings of Fact.

| Development Standard | Required by CMC | Provided by Project | Notes/Deviations |
|---|---|---|---|
| Density | 4,000 sf./unit | Lot size: 9,098sq. ft. /4,000sq.ft.= 2.27 | No deviation |
| Front Yard | 15' | 20' | No deviation |
| Side Yard | 5' | >5' | No deviation |
| Rear yard | 5' | 16' | No deviation |
| Private Open Space | 150 sf./unit | >150' | No deviation |
| Common Open Space | 280 sf./unit | <180 sf./unit | As a condition of approval; it will be required to reconfigure the site plan to include 560 sf. of common open space |
| Max. Building Height | Two stories or 35' whichever is less | 1 story | No deviation |
| Distance Between Building | 10' (main buildings)<br>5' (accessory buildings) | >13' | No deviation |
| Lot Area | Minimum 6,000 sq. ft. | 9,098 sq. ft. | No deviation |
| Parking | (2) two-car garage | (2) two-car garage | No deviation |
| Guest Parking | 1 space/unit | 2 spaces | No deviation |

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

CEQA applies to certain activities that affect the environment of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change or a reasonably foreseeable indirect change in the environment.

The project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq*. ("CEQA)"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject project. Staff finds that projects involving construction of a second dwelling unit in a residential zone are exempt from CEQA pursuant to CEQA Guidelines Section **15303 New Construction or Conversion of Small Structures** as projects that have been categorically determined not to have a significant effect on the environment.

> *"Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:* ***(a)*** *one single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption."*

This categorical exemption is applicable because the project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone.

## CONCLUSION

If the City Council approves DRP No. 41.503, based on findings made by staff and the Planning Commission, the applicant will be able to submit construction plans to the Los Angeles County Fire Department and the Cudahy Building & Safety Department. Upon submittal and approval of construction plans, the applicant will begin construction of the new 1,500 square foot single family dwelling.

Lastly, the City is currently in the process of updating the General Plan. The Cudahy General Plan is the umbrella document that allows the City to plan for future development. The General Plan update will attract development into the City with increased density. The proposal to add a new 1,500 square foot single family dwelling unit will not limit the applicant

to further develop the property with future increased density and zoning changes as a result of the General Plan update.

## FINANCIAL IMPACT

Approval of DRP No. 41.503 will have an associated fiscal impact by generating Building Permit Fees (approximately $3,320) and rental property license tax (approximately $60 per year).

## ATTACHMENTS

A. General Plan Consistency, Zoning Consistency, Public Improvements, Parking Analysis, and Findings of Fact
B. Location Map
C. Development Plans
D. Planning Commission Resolution No. PC 15-10
E. Resolution to be approved

**General Plan Consistency:**

Land Use Element

L.U. *Goal 1.* The City of Cudahy will ensure that future development enhance the quality of life in the City.

- The proposed project is permitted in the MDR Zone subject to a Development Review Permit; and therefore as a permitted use, the proposed project meets the intent and purpose of the General Plan and will not affect the quality of life in the City.

L.U. *Goal 2.* The City of Cudahy will continue with the revitalization of existing residential neighborhoods.

- The proposed project is permitted in the MDR Zone subject to a Development Review Permit; and therefore will encourage and promote the development of safe and attractive residential developments by going through the entitlement process.

L.U. *Goal 6.* The City of Cudahy will provide adequate public services and infrastructure to serve existing and future developments.

- The proposed project is permitted in the MDR Zone subject to a Development Review Permit; as standard practice, the project was sent to the Los Angeles County Fire Department, and Los Angeles County Sheriff's Departments for review.

Public Safety Element

P.S. *Goal 1.* The City of Cudahy will work to provide an environment that is reasonably safe from hazards.

- As standard practice the project underwent Fire Department and local law enforcement review and provided comments during the environmental review process.

**Zoning Consistency:**

Per CMC Section 20.64.020(2), the MDR Zone is established to provide for low population density multiple-residential areas and community services appurtenant thereto. One-, two-, and three-family dwellings may be established, subject to the size of the lot or parcel of land built upon.

Currently the property located at 4051 Olive Street in the MDR Zone (APN# 6225-024-018) is developed with one 1,020 square foot single family dwelling unit constructed in 1956, with no garage. Nominal landscaping includes mature trees and grass located throughout the project

site. The project proposes construction of a new 1,500 square foot single family dwelling unit, (2) two car garage, located at 4051 Olive Street in the MDR Zone (Assessor's Parcel Number# 6225-024-018).

| Development Standard | Req.: by CMC | ; of this project: | Notes/Deviation |
|---|---|---|---|
| Density | 4,000 sf./unit | Lot size: 9,098sq. ft. /4,000sq.ft.= 2.27 | No deviation |
| Front Yard | 15' | 20' | No deviation |
| Side Yard | 5' | >5' | No deviation |
| Rear yard | 5' | 16' | No deviation |
| Private Open Space | 150 sf./unit | >150' | No deviation |
| Common Open Space | 280 sf./unit | <180' | As a condition of approval; it will be required to reconfigure the site plan to include 560 sf. of common open space |
| Max. Building Height | Two stories or 35' whichever is less | 1 story | No deviation |
| Distance Between Building | 10' (main buildings) 5' (accessory buildings) | >13' | No deviation |
| Lot Area | Minimum 6,000 sq. ft. | 9,098 sq. ft. | No deviation |
| Parking | (2) two-car garage | (2) two-car garage | No deviation |
| Guest Parking | 1 space/unit | 2 spaces | No deviation |

As shown on the table above, with the added condition of approval to include 560 square feet of common open space, the proposed development will comply with all applicable development standards in the MDR Zone.

Existing Zoning and Land Use:

The subject location is designated MDR and is currently occupied by an existing 1,020 square foot single family dwelling unit constructed in 1956, with no garage (Los Angeles County Office of the Assessor). The zoning and land use of the surrounding properties are as follows:

| | ZONING | LAND USE |
|---|---|---|
| NORTH | MDR | Medium Density Residential |
| EAST | MDR | Medium Density Residential |
| SOUTH | CM | Commercial Manufacturing |
| WEST | RL (City of Huntington Park) | Low Density Residential |

Compatibility with Surrounding Uses:

Immediately north, and east of the subject property site is MDR Zone. To the south of the subject property, is Commercial Manufacturing (CM) Zone. To the west of the subject

property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the MDR Zone and as a permitted use will be compatible with the surrounding uses.

Public Improvements:
The site is bounded by Salt Lake Avenue and Olive Street. *Salt Lake Avenue* is a collector street that extends along the western boundary of the City in a northwest-southeast orientation.

According to the 2007 Cudahy Traffic Counts, Salt Lake Avenue currently experiences daily traffic of 2,622 vehicles per day, which is below the road's design capacity of 6,100 vehicles per day. *Olive Street* is a two lane located in the northwesterly portion of the City between Salt Lake Avenue and Otis Avenue. There are no Traffic Counts for Olive Street. According to trip rates as defined by the Institute of Transportation Engineers ("ITE") in *Trip Generation (8th Edition)*, the calculated daily net total for a Single Family Dwelling of 10 new vehicle trips does not exceed the typical minimum standard of 50 trips used to determine the need for a traffic impact analysis, therefore impacts will be less than significant and does not require any public improvements.

**DEPARTMENT COMMENTS:**

Building & Safety – Submit three complete sets of plans for plan checking services prior to building issuance. Applicant must contact the Sanitation Districts of Los Angeles County regarding sewer lines.

Code Enforcement – None

Engineering – None

Los Angeles County Fire Department – Submit two complete sets of plans to the Los Angeles County Fire Department Fire Prevention Engineering Section Building Plan Check Unit prior to building permit issuance.

Los Angeles County Sheriff's Department – None

**REQUIRED FINDINGS:**

DEVELOPMENT REVIEW PERMIT

Approval is based on the following findings taken from CMC Section 20.40.040 Basis for Approval or Denial of a development review permit.

**"The project is compatible with the city of Cudahy general plan, any applicable specific plan,**

**and any plan of another governmental agency made applicable by statue or ordinance."**

The project is compatible with the City of Cudahy's General Plan because it is located in the MDR zone. The MDR Zone is established to provide for low population density multiple-residential areas and community services appurtenant thereto. One-, two-, and three-family dwellings may be established, subject to the size of the lot or parcel of land built upon.

Pursuant to CMC Section 20.40.030, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

The project **is consistent** with the City of Cudahy general plan and any other plans applicable plan being that it is low population density, and will contain two-single family dwellings.

**"The height, bulk, and other design features of structures are in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance."**

With the added condition of approval to include 560 square feet of common open space, the proposed development will be consistent as described below.

The project is proposing construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street. The project **is consistent** with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the subject property. The proposed **project conforms** to the required height, bulk, and other design features of structures in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance.

**"The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use will be compatible with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

Therefore, the design of the project **will provide a design that contributes positively** to the physical character of the community, relate harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and will not contribute to excessive variety among neighboring uses.

**"The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development."**

With the added condition of approval to include 560 square feet of common open space, the proposed development project will be designed to maximize the use of the space as described below.

The proposed project **will be designed to maximize** the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides open space and green areas as called for by the MDR zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.

**"The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features."**

The proposed project **includes minor grading**, and minor removal and replacement of trees, shrubs, or other natural features that contribute to the natural terrain and landscape, demonstrating that the site development shows due regard for the qualities of the natural terrain and landscape, and does not call for the indiscriminate destruction of trees, shrubs, or other natural features.

**"Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds."**

There is no additional mechanical equipment, machinery, or other exterior service areas; therefore there is no required screening which is in harmony with the design of the structures and grounds.

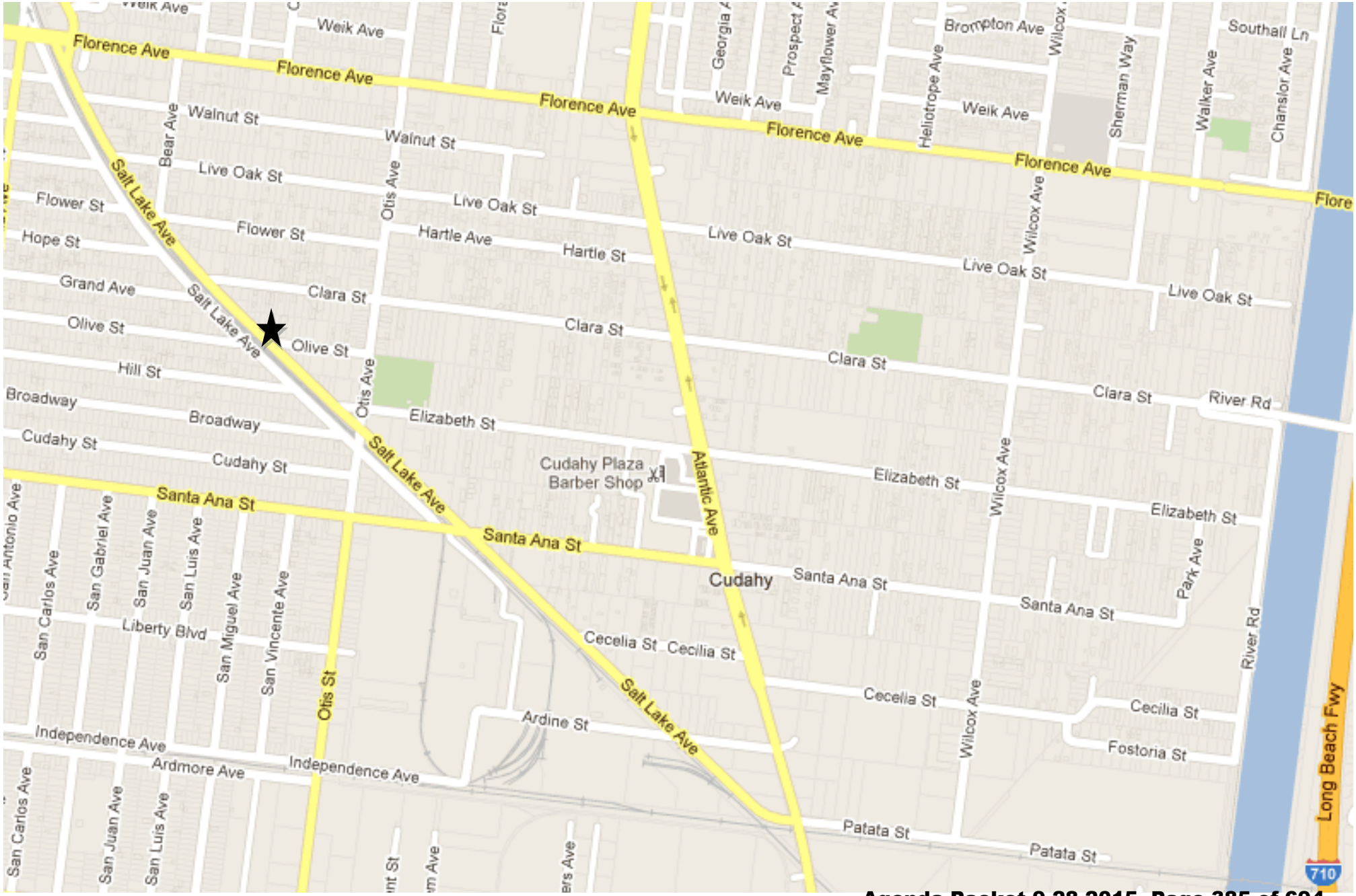
**"The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use **will be compatible** with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

The proposed development **is designed to be consistent** with the character of adjacent properties in that the design is consistent with the City's General Plan and zoning designation, meets all development standards, and compatible with the surrounding residential uses, and will not adversely affect the value or quality of the neighborhood.

# Location Map

**4051 Olive Street**
Cudahy, CA 90201



| revision | date |
|---|---|
| | |

(N) Second Unit Dwelling for Rosa Valenzuela
at 4051 Olive St Cudahy CA 90201
APN: 6225-024-018

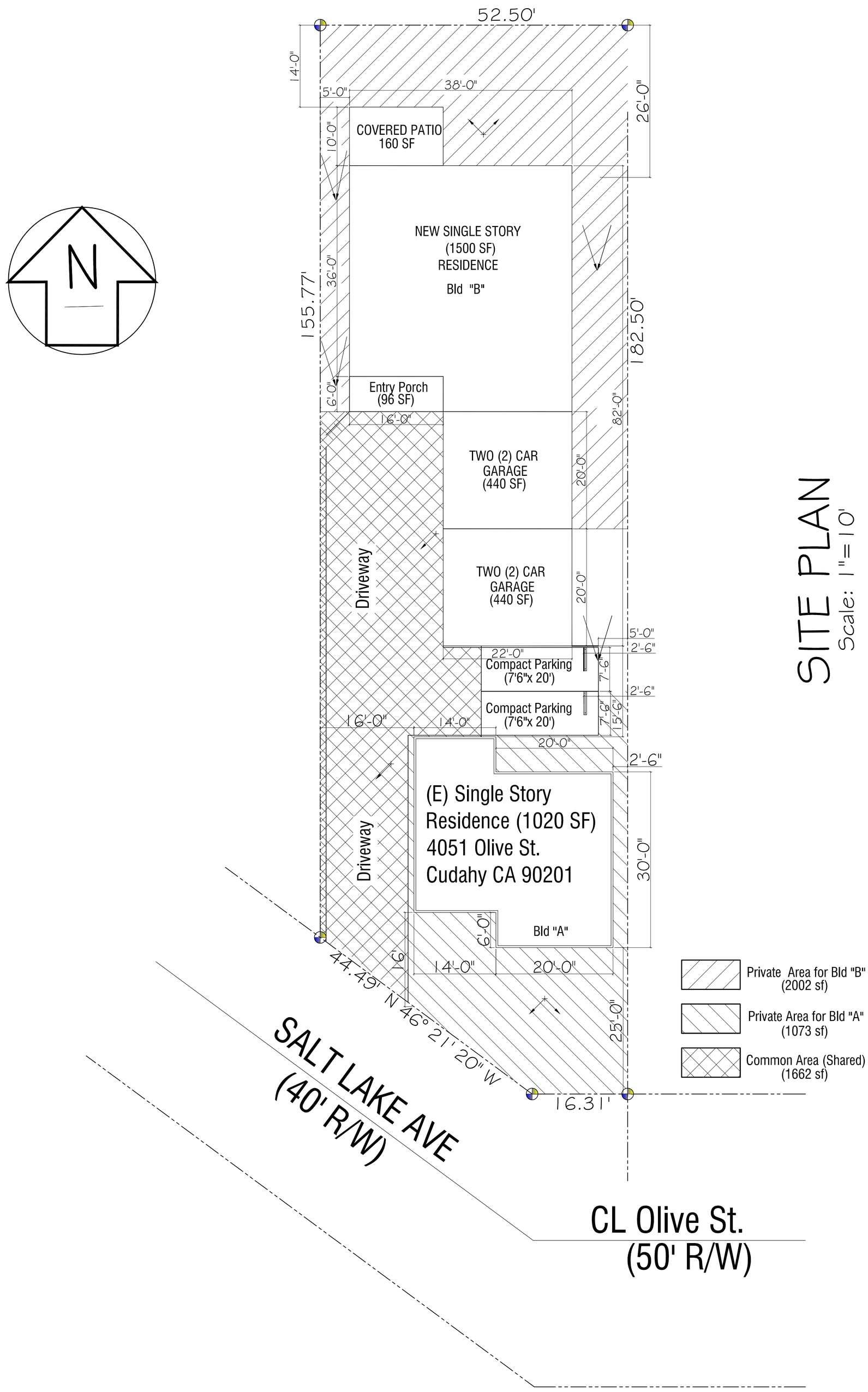
REGISTERED PROFESSIONAL ENGINEER JOSE ZEPEDA No. C 59916 Exp. 12-31-2015 CIVIL STATE OF CALIFORNIA
ZEPEDA
Engineering and Drafting
1821 Fir Lane
Ceres, CA 95307
Phone: (209) 531-0592
Cell: (209) 996-8810
Fax: (209) 531-0592

| | |
|---|---|
| Drawn | JZ |
| Checked | JZ |
| Date | 09/14/15 |
| Scale | AS SHOWN |

Sheet Title
SITE PLAN

Sheet No.
SP

LEGEND
Surface Drainage 5% away from foundation




SITE PLAN
Scale: 1"=10'
DISTANCE IN FEET
0 2 4 6 8 10 12 14 16 18 20

# RESOLUTION NO. PC 15-10

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY RECOMMENDING APPROVAL OF DEVELOPMENT PERMIT NO 41.503 TO ALLOW CONSTRUCTION OF A NEW 1,500 SQUARE FOOT SINGLE FAMILY DWELLING UNIT LOCATED IN THE MEDIUM DENSITY RESIDENTIAL ZONE AT 4051 OLIVE STREET.**

**WHEREAS**, The applicant requests approval of Development Review Permit No. 41.503 to allow the Construction of a new 1,500 square foot single family dwelling unit in the Medium Density Residential Zone (MDR) Zone; and

**WHEREAS**, The subject property is located at 4051 Olive Street in an area that is designated by the Cudahy General Plan and by the Cudahy Zoning Map as Medium Density Residential (MDR); and

**WHEREAS**, This matter was duly posted and set for public hearing for August 17, 2015 at 6:00 P.M. by the Planning Commission consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) procedures for Development Review Permits;

NOW THEREFORE, the Planning Commission of the City of Cudahy hereby resolves:

**SECTION 1**. Rosa Valenzuela 4051 Olive Street, Cudahy California 90201, filed an application for a Development Review Permit to allow construction of a new 1,500 square foot single family dwelling unit in the Medium Density Residential Zone (MDR) Zone at 4051 Olive Street. Pursuant to CMC Section 20.40.030, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

**SECTION 2**. After considering the proposal on the basis for approval or denial of Development Review Permit stated in Section 20.40.040 of the Cudahy Municipal Code, the Planning Commission finds as follows:

**Development Review Permit No. 41.503**

**A. "The project is compatible with the city of Cudahy general plan, any applicable specific plan, and any plan of another governmental agency made applicable by statue or ordinance."**

The project is compatible with the City of Cudahy's General Plan because it is located in the MDR zone. The MDR Zone is established to provide for low population density multiple-residential areas and community services appurtenant thereto. One-, two-, and three-family dwellings may be established, subject to the size of the lot or parcel of land built upon.

Pursuant to CMC Section 20.40.030, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

The project **is consistent** with the City of Cudahy general plan and any other plans applicable plan being that it is low population density, and will contain two-single family dwellings.

**B. "The height, bulk, and other design features of structures are in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance."**

With the added conditions of approval the applicant will be required to (1) reconfigure the site plan to include an additional two-car garage, (2) include two guest parking spaces; and (3) provide on the site plan the location of a trash enclosure, which is screened from public view. The project will be consistent as described below.

The project is proposing construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street. The project **is consistent** with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the subject property. The proposed **project conforms** to the required height, bulk, and other design features of structures in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance.

**C. "The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use will be compatible with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

Therefore, the design of the project **will provide a design that contributes positively** to the physical character of the community, relate harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and will not contribute to excessive variety among neighboring uses.

**D. "The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development."**

With the added conditions of approval the applicant will be required to (1) reconfigure the site plan to include an additional two-car garage, (2) include two guest parking spaces; and (3) provide on the site plan the location of a trash enclosure, which is screened from public view. The project will be designed to maximize the use of the space as described below.

The proposed project **will be designed to maximize** the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides open space and green areas as called for by the MDR zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.

**E. "The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features."**

The proposed project **includes minor grading**, and minor removal and replacement of trees, shrubs, or other natural features that contribute to the natural terrain and landscape, demonstrating that the site development shows due regard for the qualities of the natural terrain and landscape, and

does not call for the indiscriminate destruction of trees, shrubs, or other natural features.

**F. "Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds."**

As a condition of approval the applicant will be required to reconfigure the site plan to provide on the location of a trash enclosure, which is **screened from public view**. The Plan will be approved by the Planning Department. There is no additional mechanical equipment, machinery, or other exterior service areas; therefore there is no required screening which is in harmony with the design of the structures and grounds.

**G. "The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use **will be compatible** with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

The proposed development **is designed to be consistent** with the character of adjacent properties in that the design is consistent with the City's General Plan and zoning designation, meets all development standards, and compatible with the surrounding residential uses, and will not adversely affect the value or quality of the neighborhood.

**SECTION 3**. Based upon the findings contained in this Resolution and on all other written and oral evidence in the record, the Planning Commission hereby recommends approval Development Review Permit No. 41.503, subject to the following conditions of approval:

**Standard Conditions of Approval:**

1. The applicant, its successors in interest, and assigns, shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents, from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, and disbursements arising out of or in any way relating to this project, any discretionary approval granted by the City related to the development of the project, or the environmental review conducted under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, for the project. If the City Attorney is required to enforce any conditions of approval, the applicant shall pay for all costs of enforcement, including attorney's fees;

2. Subcontractors hired to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits;

3. A business license to operate in the City shall be maintained current and renewed annually by the applicant;

4. Relevant State licenses and certifications must be maintained current and filed with the City's Business License Department by the applicant;

5. The applicant shall not deviate from any of the approved business services without prior approval from the Director of Community Development or the Planning Commission;

6. Store fronts shall have glass or transparent glazing in the windows. Window signs and temporary signs displayed behind a window or within a building can occupy no more than up to twenty-five (25%) percent of the window area of the building frontage on which they appear;

7. Any changes in building textures, materials, and colors on the exterior walls are subject to planning approval. A developer is required to submit samples of all exterior materials to the Community Development Director for approval prior to the issuance of building permits by the Building & Safety Inspector;

8. Anti-graffiti substances shall be used on the perimeter walls of the subject property;

9. Applicant shall remove graffiti within twenty-four (24) hours of application. In the event graffiti is not removed within twenty-four (24) hours, the applicant grants access to the City to enter the property to abate graffiti and shall indemnify the City according to Cudahy Municipal Code Sections 15.20.150 and 15.20.120-130;

10. No exterior telephones shall be permitted;

11. The doors to the premises shall remain closed except upon entering and exiting the premises;

12. There shall be no loitering in the public right-of-way area, in the parking area, and/or in front of adjacent properties. Loitering shall mean the act of an individual or group of individuals of remaining in a particular place within the vicinity of the business for a protracted time, without directly conducting any business activity, and causing the disruption of peace and enjoyment of the public at the site;

13. The applicant must ensures that there is no deviation from the proposed number of approved parking spaces, including reserved parking for handicapped drivers;

14. Litter and trash receptacles shall be located at convenient locations both inside and outside the premises. Litter shall be removed at least two times daily or as needed from in front of the building and for twenty feet beyond the building along adjacent street(s);

15. Adequate internal and external lighting, including lighting of walkways and the parking area, shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and of intensity compatible with the commercial neighborhood and adjacent residential area;

16. All on-site lighting fixtures shall be shielded or directed away from a residentially-zoned district, and shall comply with all standards set forth in the 2011 Los Angeles County Building Code and Cudahy Municipal Code Section 20.88.

17. A sign permit shall be obtained prior to the installation, construction, or alteration of any sign per Cudahy Municipal Code Section 20.84. Sign permits are obtained from the Planning Department and approved by the Community Development Director or designee;

18. Subcontractors hired by the applicant to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits by the Building & Safety Inspector;

19. All conditions shall be binding upon the applicants, their successors, and assigns; shall run with the land; shall limit and control the issuance and validity of any of occupancy; and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development;

20. Per section 20.88.020, the applicant shall not allow creation of noise on property owned, leased, occupied, or otherwise controlled by such person as provided by Section 20.88.020 of the Cudahy Municipal Code, which sets the maximum exterior noise levels to be received by a multifamily residential use to 50 dBA between 10:00 p.m. –and 7:00 a.m., and to 65 dBA between 7:00 a.m. –and 10:00 p.m. The Planning Commission/City Council retains its authority to revoke Development Review Permit No. 41.503 should the applicant not comply.

21. Sufficient lighting to illuminate all entrances/access to the property shall be installed prior to issuance of the certificate of occupancy. Specifically, lighting at the front of the subject tenant space shall be sufficiently lighted according to CMC Section 20.80.070 (6).

22. In order to ensure compliance with the Cudahy Municipal Code and Building Code, the Community Development Director or designee may conduct spot and quarterly inspections without notice.

23. All tenant improvements shall be permitted through the Cudahy Building and Safety Department.

24. No signs are approved as part of this approval. If signs are proposed for this business/use, a separate exhibit accompanied by the appropriate fees and application shall be submitted and approved by the Planning Department prior to any sign installation pursuant to the requirements of Chapter 20.84 of the "CMC."

25. The rights granted under Development Review Permit No. 41.503 may be modified or revoked by the Planning Commission/City Council should it be determined that the proposed use or conditions under which the property is being operated or maintained is detrimental to the public health and welfare or materially harmful to property or improvements in the vicinity; if the property is operated or maintained to constitute a public nuisance or contributor to blight; or if the uses on the property are changed from the uses expressly approved herein;

26. The rights granted under Development Review Permit No. 41.503 shall expire within one (1) year of the date of approval by the Planning Commission/City Council unless operation has commenced or the applicant applies for and is granted an extension of time. No extension of time will be considered unless the application for an extension is filed at least thirty (30) days prior to the expiration. An extension will not be granted if conditions have changed in that the requisite findings for approval can no longer be made;

27. The applicant shall sign and notarize an Affidavit of Acceptance of Conditions, which acknowledges all of the conditions imposed herein and the applicant's

acceptance of Development Review Permit No. 41.503 subject to those conditions, within thirty (30) days of approval;

28. Violation of, or noncompliance with, any of the conditions of approval shall constitute grounds for revocation of Development Review Permit No. 41.503 by the Planning Commission/City Council.

**Project Specific Conditions of Approval:**

29. The applicant will need to submit two complete sets of plans to the Los Angeles County Fire Department Prevention Engineering Section Building Plan Check Unit prior to building permit issuance.

30. The applicant must reconfigure the site plan to include two guest parking spaces and submit to the Planning Department for review and approval.

31. The applicant must provide on the site plan the location of a trash enclosure, which is screened from public view and submit to the Planning Department for review and approval.

32. The applicant must reconfigure the site plan to include an additional two-car garage and submit to the Planning Department for review and approval.

33. The applicant will need to submit three complete sets of plans for plan checking services to the Cudahy Building & Safety Department to obtain all necessary building permits issued by the Building Inspector.

34. The applicant must contact the Sanitation Districts of Los Angeles County regarding sewer line connections.

35. No building permit shall be issued until these conditions are completed and all deficiencies are corrected to the satisfaction of the Community Development Director or designee.

**Section 4:** The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

CEQA applies to certain activities that affect the environment of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the

agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change or a reasonably foreseeable indirect change in the environment.

The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA)"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject project. Staff finds that projects involving construction of a second dwelling unit in a residential zone are exempt from CEQA pursuant to CEQA Guidelines Section **15303 New Construction or Conversion of Small Structures** as projects that have been categorically determined not to have a significant effect on the environment.

*"Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:* ***(a)*** *one single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption."*

This categorical exemption is applicable because the project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone.

**Section 5:** Any interested party may appeal this decision to the City Council pursuant to Section 20.20.010 of the Cudahy Municipal Code. In the event an appeal is duly filed, the time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of Procedure, unless a shorter time is provided by other applicable law.

**PASSED AND APPROVED** this 17th day of August, 2015 by the following vote:

AYES: Commissioner Alcantar, Commissioner de Santiago, & Chairman Cuevas
NOES: None
ABSENT: Vice Chairman Fuentes
ABSTAIN: None

APPROVED:

Chairman

ATTEST:

Secretary

**RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING DEVELOPMENT PERMIT NO 41.503 TO ALLOW CONSTRUCTION OF A NEW 1,500 SQUARE FOOT SINGLE FAMILY DWELLING UNIT LOCATED IN THE MEDIUM DENSITY RESIDENTIAL ZONE AT 4051 OLIVE STREET.**

**WHEREAS**, The applicant requests approval of Development Review Permit No. 41.503 to allow the Construction of a new 1,500 square foot single family dwelling unit in the Medium Density Residential Zone (MDR) Zone; and

**WHEREAS**, The subject property is located at 4051 Olive Street in an area that is designated by the Cudahy General Plan and by the Cudahy Zoning Map as Medium Density Residential (MDR); and

**WHEREAS**, This matter was duly posted and set for public hearing for August 17, 2015 at 6:00 P.M. by the Planning Commission consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) procedures for Development Review Permits;

**WHEREAS**, The Planning Commission made a recommendation of approval to City Council by Resolution PC 15-10 consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) Section 20.40.040 Planning Commission recommendations for Development Review Permits;

**WHEREAS**, This matter was duly posted and set for public hearing for September 28, 2015 at 6:30 P.M. by the City Council consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) procedures for Development Review Permits.

**BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS**:

**SECTION 1**. Rosa Valenzuela 4051 Olive Street, Cudahy California 90201, filed an application for a Development Review Permit to allow construction of a new 1,500 square foot single family dwelling unit in the Medium Density Residential Zone (MDR) Zone at 4051 Olive Street. Pursuant to CMC Section 20.40.030, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

**SECTION 2**. After considering the proposal on the basis for approval or denial of Development Review Permit stated in Section 20.40.040 of the Cudahy Municipal Code, the City Council finds as follows:

**Development Review Permit No. 41.503**

**A. "The project is compatible with the city of Cudahy general plan, any applicable specific plan, and any plan of another governmental agency made applicable by statue or ordinance."**

The project is compatible with the City of Cudahy's General Plan because it is located in the MDR zone. The MDR Zone is established to provide for low population density multiple-residential areas and community services appurtenant thereto. One-, two-, and three-family dwellings may be established, subject to the size of the lot or parcel of land built upon.

Pursuant to CMC Section 20.40.030, a development review permit shall be required for any project which requires a building permit under Chapter 20.36 CMC and which is located: (1) In the LDR and MDR Zones, except for patios, room additions under 600 square feet, and fences/walls, windows, and stucco improvements.

The project **is consistent** with the City of Cudahy general plan and any other plans applicable plan being that it is low population density, and will contain two-single family dwellings.

**B. "The height, bulk, and other design features of structures are in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance."**

With the added condition of approval to include 560 square feet of common open space, the proposed development will be consistent as described below.

The project is proposing construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street. The project **is consistent** with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the subject property. The proposed **project conforms** to the required height, bulk, and other design features of structures in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance.

**C. "The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use will be compatible with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

Therefore, the design of the project **will provide a design that contributes positively** to the physical character of the community, relate harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and will not contribute to excessive variety among neighboring uses.

**D. "The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development."**

With the added condition of approval to include 560 square feet of common open space, the proposed development project will be designed to maximize the use of the space as described below.

The proposed project **will be designed to maximize** the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides open space and green areas as called for by the MDR zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.

**E. "The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features."**

The proposed project **includes minor grading**, and minor removal and replacement of trees, shrubs, or other natural features that contribute to the natural terrain and landscape, demonstrating that the site development shows due regard for the qualities of the natural terrain and landscape, and does not call for the indiscriminate destruction of trees, shrubs, or other natural features.

**F. "Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds."**

There is no additional mechanical equipment, machinery, or other exterior service areas; therefore there is no required screening which is in harmony with the design of the structures and grounds.

**G. "The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property."**

Immediately north, and east of the subject property site is Medium Density Residential Zone. To the south of the subject property, is Commercial Manufacturing Zone. To the west of the subject property is the City of Huntington Park's Low Density Residential Zone. The proposed project is permitted in the Medium Density Residential Zone and as a permitted use **will be compatible** with the surrounding uses. The existing surrounding sites include single story single family dwellings. The project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone at 4051 Olive Street; which is consistent with the purpose and intent of the General Plan and Zone designation.

The proposed development **is designed to be consistent** with the character of adjacent properties in that the design is consistent with the City's General Plan and zoning designation, meets all development standards, and compatible with the surrounding residential uses, and will not adversely affect the value or quality of the neighborhood.

**SECTION 3**. Based upon the findings contained in this Resolution and on all other written and oral evidence in the record, the City Council hereby approves Development Review Permit No. 41.503, subject to the following conditions of approval:

**Standard Conditions of Approval:**

1. The applicant, its successors in interest, and assigns, shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents, from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, and disbursements arising out of or in any way relating to this project, any discretionary approval granted by the City related to the development of the project, or the environmental review conducted under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, for the project. If the City Attorney is required to enforce any conditions of approval, the applicant shall pay for all costs of enforcement, including attorney's fees;

2. Subcontractors hired to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits;

3. A business license to operate in the City shall be maintained current and renewed annually by the applicant;

4. Relevant State licenses and certifications must be maintained current and filed with the City's Business License Department by the applicant;

5. The applicant shall not deviate from any of the approved business services without prior approval from the Director of Community Development or the Planning Commission;

6. Store fronts shall have glass or transparent glazing in the windows. Window signs and temporary signs displayed behind a window or within a building can occupy no more than up to twenty-five (25%) percent of the window area of the building frontage on which they appear;

7. Any changes in building textures, materials, and colors on the exterior walls are subject to planning approval. A developer is required to submit samples of all exterior materials to the Community Development Director for approval prior to the issuance of building permits by the Building & Safety Inspector;

8. Anti-graffiti substances shall be used on the perimeter walls of the subject property;

9. Applicant shall remove graffiti within twenty-four (24) hours of application. In the event graffiti is not removed within twenty-four (24) hours, the applicant grants access to the City to enter the property to abate graffiti and shall indemnify the City according to Cudahy Municipal Code Sections 15.20.150 and 15.20.120-130;

10. No exterior telephones shall be permitted;

11. The doors to the premises shall remain closed except upon entering and exiting the premises;

12. There shall be no loitering in the public right-of-way area, in the parking area, and/or in front of adjacent properties. Loitering shall mean the act of an individual or group of individuals of remaining in a particular place within the vicinity of the business for a protracted time, without directly conducting any business activity, and causing the disruption of peace and enjoyment of the public at the site;

13. The applicant must ensures that there is no deviation from the proposed number of approved parking spaces, including reserved parking for handicapped drivers;

14. Litter and trash receptacles shall be located at convenient locations both inside and outside the premises. Litter shall be removed at least two times daily or as needed from in front of the building and for twenty feet beyond the building along adjacent street(s);

15. Adequate internal and external lighting, including lighting of walkways and the parking area, shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and of intensity compatible with the commercial neighborhood and adjacent residential area;

16. All on-site lighting fixtures shall be shielded or directed away from a residentially-zoned district, and shall comply with all standards set forth in the 2011 Los Angeles County Building Code and Cudahy Municipal Code Section 20.88.

17. A sign permit shall be obtained prior to the installation, construction, or alteration of any sign per Cudahy Municipal Code Section 20.84. Sign permits are obtained from the Planning Department and approved by the Community Development Director or designee;

18. Subcontractors hired by the applicant to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits by the Building & Safety Inspector;

19. All conditions shall be binding upon the applicants, their successors, and assigns; shall run with the land; shall limit and control the issuance and validity of any of occupancy; and shall restrict and limit the construction, location, use, and maintenance of all land and structures within the development;

20. Per section 20.88.020, the applicant shall not allow creation of noise on property owned, leased, occupied, or otherwise controlled by such person as provided by Section 20.88.020 of the Cudahy Municipal Code, which sets the maximum exterior noise levels to be received by a multifamily residential use to 50 dBA

between 10:00 p.m. –and 7:00 a.m., and to 65 dBA between 7:00 a.m. –and 10:00 p.m. The Planning Commission/City Council retains its authority to revoke Development Review Permit No. 41.503 should the applicant not comply.

21. Sufficient lighting to illuminate all entrances/access to the property shall be installed prior to issuance of the certificate of occupancy. Specifically, lighting at the front of the subject tenant space shall be sufficiently lighted according to CMC Section 20.80.070 (6).

22. In order to ensure compliance with the Cudahy Municipal Code and Building Code, the Community Development Director or designee may conduct spot and quarterly inspections without notice.

23. All tenant improvements shall be permitted through the Cudahy Building and Safety Department.

24. No signs are approved as part of this approval. If signs are proposed for this business/use, a separate exhibit accompanied by the appropriate fees and application shall be submitted and approved by the Planning Department prior to any sign installation pursuant to the requirements of Chapter 20.84 of the "CMC."

25. The rights granted under Development Review Permit No. 41.503 may be modified or revoked by the Planning Commission/City Council should it be determined that the proposed use or conditions under which the property is being operated or maintained is detrimental to the public health and welfare or materially harmful to property or improvements in the vicinity; if the property is operated or maintained to constitute a public nuisance or contributor to blight; or if the uses on the property are changed from the uses expressly approved herein;

26. The rights granted under Development Review Permit No. 41.503 shall expire within one (1) year of the date of approval by the Planning Commission/City Council unless operation has commenced or the applicant applies for and is granted an extension of time. No extension of time will be considered unless the application for an extension is filed at least thirty (30) days prior to the expiration. An extension will not be granted if conditions have changed in that the requisite findings for approval can no longer be made;

27. The applicant shall sign and notarize an Affidavit of Acceptance of Conditions, which acknowledges all of the conditions imposed herein and the applicant's acceptance of Development Review Permit No. 41.503 subject to those conditions, within thirty (30) days of approval;

28. Violation of, or noncompliance with, any of the conditions of approval shall constitute grounds for revocation of Development Review Permit No. 41.503 by the Planning Commission/City Council.

**<u>Project Specific Conditions of Approval</u>:**

29. The applicant will need to submit two sets of architectural plans and "Form 195" (*information on Fire Flow availability for building permit*) to the Los Angeles County Fire Prevention Engineering Office located at 5823 Rickenbacker Road, Commerce, CA 90040 prior to building permit issuance.

30. The applicant must reconfigure the site plan to include 560 square feet of common open space and submit to the Planning Department for review and approval.

31. The applicant will need to submit three complete sets of plans for plan checking services to the Cudahy Building & Safety Department to obtain all necessary building permits issued by the Building Inspector.

32. The applicant must contact the Sanitation Districts of Los Angeles County regarding sewer line connections.

33. No building permit shall be issued until these conditions are completed and all deficiencies are corrected to the satisfaction of the Community Development Director or designee.

**<u>Section 4</u>.** The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

CEQA applies to certain activities that affect the environment of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change or a reasonably foreseeable indirect change in the environment.

The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq*. ("CEQA)"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject project. Staff finds that projects involving construction of a second dwelling unit in a residential zone are

exempt from CEQA pursuant to CEQA Guidelines Section **15303 New Construction or Conversion of Small Structures** as projects that have been categorically determined not to have a significant effect on the environment.

*"Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:* ***(a)*** *one single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption."*

This categorical exemption is applicable because the project proposes construction of a new 1,500 square foot single family dwelling unit located in the MDR Zone.

**SECTION 5**. A decision of the City Council sustaining overruling, or modifying any decision, determination, or requirement of the Planning Commission shall be final and conclusive when rendered unless otherwise provided by the City Council in rules of procedure or elsewhere.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 28th day of September, 2015.

_____
Cristian Markovich
Mayor

ATTEST:

_____
City Clerk

Blank Page

**Item Number**
**11A**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Jennifer Hernandez, Acting Human Resources Specialist

**Subject:** **Observance of National Customer Service Week**

## RECOMMENDATION

The City Council is requested to approve a proclamation in observance of National Customer Service Week from October 5th to 9th, 2015.

## BACKGROUND

1. On May 21, 2015, the City began the First Session of the First Phase of the customer service training for all City personnel. Each phase consisted of various sessions conducted at different times (e.g. What Does it Mean to Provide Exceptional Customer Service?, Effective Communications, Service Essentials When Working with the Public, The Power of Words, etc.).

2. On June 4, 2015, the City held its Second Session of the First phase of the City's Customer Service Training (e.g. The Power of Words, The 10 P's of Customer Service, etc.).

3. On June 24, 2015, City staff completed its Third Session of the First Phase of the City's scheduled customer service training (e.g. Creating a Positive Customer Service Experience, Managing Difficult People and Difficult Situations, The Power of Conversation, Attitude Virus, etc.).

## ANALYSIS

The City of Cudahy is dedicated modernizing and improving services provided to the community. As part of those efforts, the City Manager has facilitated the implementation of a Three-Phased Customer Training Module. Trainings are customized to equip all City staff with: tools to understand and properly customer needs; a consistent and uniform level of high-quality; and mechanisms for self-assessment. To further support these efforts, Council is requested to proclaim October 5th through 9th, 2015, as National Customer Service week in the City of Cudahy.

Approval of the proclamation in support of National Customer Service week will be supplemented by an informational presentation. This presentation has been scheduled for the public to highlight the City's commitment and ongoing efforts to provide exceptional customer service. This presentation will be given by customer service specialist, Sophia Brooks of Global Learning Partners, Inc.

Concurrently, the Second Phase of an extensive customer service training module for all City staff has been scheduled to take place at the beginning of October 2015. This specialized training includes opportunities for City staff to improve communication and public service skills, as well as participate in team building exercises.

## CONCLUSION

Support of National Customer Service Week by proclamation, will supplement the City's commitment to improving and advancing services available to the community, including its stakeholders and visitors.

## FINANCIAL IMPACT

An appropriation of $5,940 was included in the Fiscal Year 2015-16 City Budget for City-wide Customer Service Training.

No additional fiscal impacts are anticipated.

## ATTACHMENTS

A. National Customer Service Week Proclamation

**CUSTOMER SERVICE PROCLAMATION**

WHEREAS, the City Council identified customer service as a City priority at the 2014 Strategic Planning Workshop; and

WHEREAS, the center foundation of exceptional customer service is a positive customer experience; and

WHEREAS, delivering exceptional customer service is creating an emotional and positive connection with the customer that goes beyond the customer's needs and expectations which translates into benefits for everyone; and

WHEREAS, providing exception customer service means establishing a set of behaviors that team members undertake during the customer interaction that promotes a positive sentiment and association; and

WHEREAS, a City will do a better job of providing exceptional customer service by listening to its employees and by empowering them with opportunities to make a difference; and

NOW THEREFORE, BE IT RESOLVED that the City Council of Cudahy does proclaim the week of October 5th through October 9th, 2015, as "National Customer Service Week" in the City of Cudahy and recognizes that exceptional customer services happens at the intersection of the right people, right processes, right place, and right policies.

Blank Page

**Item Number**
**11B**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager
Michael Allen, Acting Director of Community Services
Victor Maria Santiago, Administrative Assistant

**Subject:** **Consideration to Co-Sponsor a Music Festival (Fiestas de Octubre) in Partnership with Bandachannel.com**

## RECOMMENDATION

The City Council is requested to approve co-sponsorship of a music festival (Fiestas de Octubre) with Bandachannel.com to take place on Saturday, October 17, 2015, from 1:00 p.m. to 8:00 p.m. at Clara Expansion Park located at 4835 Clara Street, Cudahy, CA 90201.

## BACKGROUND

1. On June 11, 2015, Vice Mayor Hernandez presented the City Manager with a music festival preliminary proposal by Bandachannel.com (Representative Alex Castaneda), to possibly host an event at Cudahy Park on Saturday, October 17, 2015.

2. On June 24, 2015, the City Manager requested the Acting Community Director to provide a site map of Clara Expansion Park for Bandachannel.com to plan the potential music festival.

3. On August 3, 2015, City staff sent an e-mail to Mr. Castaneda with the facility reservation form, and requesting the form be submitted as soon as possible.

4. On August 20, 2015, Vice Mayor Hernandez forwarded an official proposal to City staff from Bandachannel.com

5. On September 2, 2015 City staff sent the official proposal for review to the City attorney.

6. On September 2, 2015, Mr. Castaneda met with the City's Planning Technician and the City's Building & Safety Inspector to discuss all permits, fees and requirements associated with a music festival.

7. On September 9, 2015, City staff along with City attorney, held a telephone conference with Mr. Castaneda to discuss the music festival licensing agreement.

8. On September 14, 2105, Bandachannel.com gave a presentation of the proposed Fiestas de Octubre event during the City Council meeting.

**ANALYSIS**

Consistent with the community's desire to hold more music festivals, Vice Mayor Hernandez sought a proposal from Bandachannel.com to possibly host an event in our City. Bandachannel.com has hosted similar events in the City of South Gate.

Banadachannel.com is a musical entertainment website established in 2009, which aims to keep the public informed and entertained in a musical environment. Bandachannel.com is proposing to hold one event scheduled for Saturday, October 17, 2015 at Clara Expansion Park. The cultural event will consist of performances and demonstrations of various ethnic dances and shows representative of Latin American countries participating in the event. The music festival will host performances of several renowned artists and bands of various genres to entertain attendees of all ages and backgrounds.

The event is scheduled to include live entertainment, 21 display booths, nine food vendors booths, a fenced in beer garden (no beer outside beer garden), fair area, carnival games and carnival rides. Carnival rides will be placed on Clara Street in front of Clara Park which will require Clara Street to be closed between park entrances during the duration of the event. All residents who live on Clara Street will still have access to their driveways.

Due to the nature of the event, Bandachannel.com will have to follow the requirements of a licensing agreement which include: letter of intent, site plan, radius map, address labels (for notifications to be sent from City) to neighboring business and property owners near event, Health Department approval (for all food vendors), Alcoholic Beverage Control (ABC) approval of beer garden, Building & Safety approval, and Fire Department approval.

Bandachannel.com is paying for all costs associated with this event which include: stage, port-a-potties, generators, security, insurance with the proper endorsement, facility use agreement, law enforcement approval and coordination with Los Angeles County Sheriff's Department.

Clara Expansion Park will be closed Friday, October 16th through Sunday October 18th for set up and breakdown of the event.

## CONCLUSION

If the City Council approves co-sponsorship of the music festival (Fiestas de Octubre event) will be added to the City's 2015 calendar of events. The proposed event would provide a positive new program for the Cudahy community.

If the City Council denies the co-sponsorship request, no further action will be taken.

## FINANCIAL IMPACT

The City does not anticipate any negative financial impact. A license agreement fee in the amount of $1,595.00 for the use of the area and associated City expenses will need to be paid to the City by Bandachannel.com at least 30 days prior to the festival. This fee includes the following: Rental of the park and the snack bar, TUP application, City inspections to review event, and staff time.

## ATTACHMENTS

A. Facility Use Agreement
B. Unsigned Licensing Agreement

Attachment A

# CITY OF CUDAHY CALIFORNIA

*Incorporated November 10, 1960*

## FACILITY USE AGREEMENT

It is the City of Cudahy's desire that all patrons who periodically use a City of Cudahy building, room, land, auditorium, gymnasium, arena, stadium, field, or other City of Cudahy property ("Facility") are able to enjoy the Facility. This agreement has been set in place to achieve this goal.

The Person signing this agreement and the organization on whose behalf the Facility rental is being made (Collectively the "Renter") are responsible for compliance with this agreement. All renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### 1. FACILITY INFORMATION

Name of Facility CLARA PARK.

Address/Area/Location of Facility

### 2. RENTER INFORMATION

Contact Name ALEX CASTANEDA

Organization SPANISH ENTERTAINMENT

Tel.: Home 323-992-5162

Work 424-338-6292

Address, City, State, Zip 7525 ROSECRANS AVE #203 PARAMOUNT CA 90723

### 3. EVENT INFORMATION

Description of Event

MUSICAL FESTIVAL

Date of Event

Estimate Attendance 5K

Time event begins (incl. set up) 11AM

Time event ends (incl. clean up) 7pm

Will minors be present? (Yes) No

Admission fee charged? Yes (No)

Will There be music? (Yes) No

Type of Music LIVE ENTERTAINMENT (REGIONAL MEXICAN

Will food be served? (Yes) No

Will food be sold? (Yes) No

Open to the public? (Yes) No

## 4. CONDITIONS OF USE

### A. RESERVATIONS

1. Renters desirous of a facility should make reservations well in advance of the intended date of use because demand of facilities is high and dates fill quickly.

2. A Facility is not considered rented until (1) renter delivers to the City of Cudahy the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and license, and any other items deemed necessary by the City of Cudahy; and (2) the City of Cudahy, in its sole discretion, approves such rental in writing.

3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign the agreement.

4. Renter shall provide a single contact who is to serve as the representative for Renters activities.

5. Renter shall be responsible for securing all required permits and licenses.

6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.

7. Renter shall not use the City of Cudahy's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Cudahy Manager or his/her designee. Renters publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.

8. Renter shall permit any city of Cudahy offices, employees, or agents to visit the event described in this agreement.

9. Under no circumstances shall renter sublease or allow any other organization or Individual to use the facility for the period for which renter has contracted. Renter is an independent contractor and not the agent or employee of the City of Cudahy.

### B. FEES

1. The City of Cudahy may require a rental fee and/or deposit from the renter.

2. Any person or agency holding a reservation for the use of City of Cudahy facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the facility.

3. The City of Cudahy may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

4. Non-Profits can rent the location free of cost if the group meets certain requirements set forth by the City Council through resolution #14-52.( to request copy of the resolution please contact the City Clerk)

**B. FEES (Continued)**

4. In the event the facility is left damaged, renter shall be charged for any and all janitorial and /or repair fees incurred by the City of Cudahy as a result of same and these fees shall be billed to renter.

**C. INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the City of Cudahy, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and /or arising out of or in any way connected with renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Cudahy, its officers, employees, or agents.

2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with renters use or occupancy of the City of Cudahy facilities and adjoining property in the amount of $1,000,00 (one million dollars) per occurrence. Such insurance shall name the City of Cudahy, its officers, employees, and agents as additional insureds prior to the rental of the facility. Renter shall file certificates of such insurance with the City of Cudahy, which shall be endorsed to provide thirty (30) days notice to the City of Cudahy of cancellation or any change of coverage or limits. If a copy of the insurance certificates is not on file prior to the event, the City of Cudahy may deny access to the facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with renter's use or occupancy of the City of Cudahy facilities and adjoining property to the City of Cudahy manager or his/her designee, in writing and as soon as practicable.

4. Renter waives any right to recovery against the City of Cudahy, its officers, employees and agents for fires, floods, earthquakes, civil disturbance regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of god" to the City of Cudahy, its officers, employees, or agents.

5. Renter waives any right of recovery against the City of Cudahy, its officers, employees and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with renters use or occupancy of the facility and adjoining property, even if the City of Cudahy, its officers, employees, or agents seek recovery against renter.

**E. SET UP / CLEAN UP /DECORATIONS**

1. Renters, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the facility.

**E. SET UP / CLEAN UP /DECORATIONS (Continued)**

2. Renter shall not prepare or decorate the facility prior to the event start time, unless renter provides rental fees, deposits, and insurance for the time of the preparation and /or decorations.

3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein.

4. Renter shall be responsible for all clean up of the facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the facility, leaving the facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any , in good working condition.

5. Renter shall not store any equipment or materials at the facility or adjoining property without the prior written approval of the City of Cudahy Manager or his/her designee.

6. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, renters shall be charged for any and all janitorial and/or repair fees incurred by the City of Cudahy as a result.

**F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take City of Cudahy property outside of the facility for any reason without the prior written approval of the City of Cudahy Manager or his/her designee.

2. Renter shall not use City of Cudahy equipment, tools, or furnishings located in or about the facility without prior written approval of the City of Cudahy manager or his/her designee.

3. Renter shall not drive motorized vehicles on field or green space.

4. The City of Cudahy does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renters, at its own cost, may bring these systems into the facility for their use.

5. Renter shall secure the approval of the City of Cudahy before using audio/visual systems, public address systems, and live or recorded amplified music. Renters shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Cudahy managers or his/her designee.

**G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the facility.

**G. MISCELLANEOUS (Continued)**

2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the facility.

3. Gambling of any kind is not permitted at the facility.

4. Smoking is not permitted at the facility.

5. No animals are permitted at the facility, with the exceptions of guide dogs.

6. If renter violates any part of this agreement or reports false information to the City of Cudahy, the City of Cudahy may refuse renter further use of the facility and renter shall forfeit a portion of or all for the rental fee and/or deposit.

7. The City of Cudahy may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

8. Any person aggrieved by the City of Cudahy's decision with respect to this agreement may appeal to the City of Cudahy manager or his/her designee in writing no later than five (5) days after the City of Cudahy decision has been communicated to the aggrieved party.

9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IMPORTANT**

**I am an authorize agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.**

Signature

Print Name: Alex Castañeda

Organization: Spanish Entertainment

Address: 7525 Rosecrans Ave #203

Telephone: Cell: 323-992-5162

Telephone: Work: 424-338-6292

**[AGENCY] USE ONLY**

Rental fee_____ Total Paid_____

Deposit_____ Deposit returned_____

**Rental Procedure**

Contact the Rental Coordinator at (323) 773-5143 or vsantiago@cityofcudahyca.gov to see if the date you prefer is available. If the date is available please obtain all proper paperwork at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201

- Read the general Rental Information.
- Read the Conditions of Use and Care of the Facility Agreement
- Obtain the Certificate of Insurance
- Pick-Up application forms:
  Rental Application

Application forms have to be filled out in person.

☐ Completed Application

☐ Hold Harmless Agreement

☐ Certificate of Insurance

☐ Deposit check/Money order/Cash

**One Day prior to event:**

- Renter will provided the Facility Coordinator with a set up time. Set up is 2 hours, and will run consecutively, Set up can start as early as 5:00pm to as late as 9:00pm.

**On the day of the event:**

- Staff will be at the facility 15 minutes prior to schedule start of event. Representative who rented the location must be present at the start of event.

**After the event, the renter will**:

- Cleanup and remove all decorations and equipment.
- Remove the trash (please put in dumpster).

**SPECIAL EVENT LICENSE AGREEMENT**
**FOR MUSIC FESTIVAL OPERATIONS**
**BETWEEN THE**
**CITY OF CUDAHY**
**AND**
**BANDACHANNEL.COM**

This License Agreement (AGREEMENT) is effective as of September 28, 2015, and is made and entered into by and between the City of Cudahy, a municipal corporation (hereinafter referred to as the "CITY"), and Banda Channel (hereinafter referred to as the "LICENSEE").

**R E C I T A L S**

A. Whereas, LICENSEE desires to hold and produce a musical entertainment event (FESTIVAL) within the City of Cudahy; and

B. Whereas, CITY desires to enhance the availability of reasonably priced, local entertainment opportunities for adults and families in Cudahy; and

C. Whereas, LICENSEE warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely in producing the FESTIVAL permitted under this Agreement.

D. Whereas, CITY is willing to grant a license to LICENSEE for operation of a FESTIVAL at Clara Park under the terms and conditions herein stated.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1.0 GRANT OF EXCLUSIVE LICENSE**

CITY hereby grants to LICENSEE a temporary, revocable and exclusive license to enter upon those areas of Clara Park specified on the attached diagram Attachment A – (FESTIVAL AREA) and to use said property at the times and dates agreed upon by LICENSEE and CITY and attached hereto, according to the terms and conditions, herein provided.

1.1 Revocability

CITY may in its sole and unfettered discretion, revoke and/or terminate this Agreement without cause upon ten (10) days advance written notice. In the event that any of the terms of this Agreement or city ordinances are violated, or, in the event that, in the CITY's sole discretion and judgment, there is an eminent threat to public health or safety, CITY may revoke this license at any time and require that all activities related to the license be ceased.

Both Attachment A – FESTIVAL AREA and Attachment B – SCHEDULE may be revised by mutual agreement of both parties at any time. Such revisions shall be made in writing and signed by both parties as acknowledgement of their acceptance.

1.2 Exclusive

LICENSEE is granted exclusive use of the designated areas for the days and times specified in this Agreement. CITY may not grant permission to other persons to use the same property, which is the subject matter of this Agreement at the same times as are herein specified without other or

further notice to LICENSEE. CITY reserves the right for its staff and representatives to enter into the FESTIVAL AREA at any time for maintenance, security or monitoring purposes.

The exclusive nature of this Agreement pertains solely to the use of the designated FESTIVAL AREA during the dates and times specified in this Agreement. This exclusivity shall not be construed to prevent the CITY from any operations, licensing or use of the FESTIVAL AREA outside of the designated periods or to limit the ability of the CITY to offer other events or activities of a similar nature. CITY reserves the right to produce other events, whether or not they are similar in nature to LICENSEE's EVENTs or to enter into other license agreements so long as they do not directly conflict with LICENSEE's use of FESTIVAL AREA.

1.3 Temporary

Unless sooner revoked, rescinded, or terminated, this Agreement shall automatically expire as specified under Section 3: TERM OF AGREEMENT.

## 2.0 PERMISSABLE USE

Licensee shall use, under terms and conditions consistent with those set forth in this Agreement, the FESTIVAL AREA for the sole purpose of conducting a Music Festival and other associated activities as specifically approved by CITY, (INCLUDING BEER GARDEN). All activities, vendors, performers, designated spectator areas, signage, preparation areas, support staff, vehicles and equipment shall be located in the FESTIVAL AREA.

All vendors, sales of merchandise and food and alcohol shall comply with all City, County and State laws and regulations including having a current business license and temporary use permit with the CITY and adhering to all health codes. Licensee and sellers shall not interfere with or impede access for emergency vehicles.

## 3.0 TERM OF AGREEMENT

This agreement will become effective on upon execution and will remain in effect until 12:00 p.m. on October 18, 2015 unless otherwise expressly extended or revoked.

## 4.0 HOURS OF OPERATION

The license herein granted shall be valid only during days and hours as agreed to in advance by CITY and documented in Attachment B - Schedule. Normal hours of operation are between the hours of 7:00 a.m. and 10:00 p.m. Specific days and times shall be agreed upon by both parties at least 30 days prior to the event for each of the following activities; setup, performance and cleanup.

a) Setup – Set up may begin one day prior to the first scheduled performance no earlier than 7:00am. Prior to the scheduled start of set up, LICENSEE may have non-exclusive access as needed for measurement, inspection or other evaluation and planning purposes. There can be no deliveries of equipment or arrival of vehicles or staff prior to the setup period. At the beginning of the setup period, LICENSEE shall have exclusive use and full responsibility for the FESTIVAL AREA including all safety and security. CITY will not be responsible for equipment or other materials left in the FESTIVAL AREA. Members of the public may not be allowed within the FESTIVAL AREA during Setup.

b) Performance – Performance periods shall be those periods specified when the FESTIVAL AREA is open to the public. All sales, entertainment, carnival rides, games and associated activities shall be restricted to those hours designated for the Performance period. No vehicles will be allowed in the FESTIVAL AREA while the public is present. Performance periods will end no later than 10:00pm.

c) Clean up – LICENSEE will have one day after the final performance to remove all equipment, materials and supplies from the FESTIVAL AREA and return the FESTIVAL AREA to its original condition. Clean up activities must take place between the hours of 7:00 a.m. and 10:00 p.m. Members of the public may not be allowed within the FESTIVAL AREA during Cleanup.

d) Materials, supplies, equipment and vehicles may not be stored at CITY facilities outside of the FESTIVAL AREA before, during or after LICENSEE's license period without express written consent from the CITY.

Days and times may be modified at any time by mutual written agreement of the parties.

**5.0 LICENSE FEES.** LICENSEE shall pay to the City, at least 30 days prior to the FESTIVAL, a LICENSE FEE in the amount of ONE THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS ($1,595.00) for the use of the Festival Area and associated City expenses. This LICENSE FEE is exclusive of any fees or costs owed by the LICENSEE to any other agency or business, or necessary to obtain proper Building Permits or Business Licenses.

**6.0 COMPENSATION TO LICENSEE.** LICENSEE will receive no compensation from the CITY for operation of the FESTIVAL or other services provided by LICENSEE in association with this Agreement unless agreed to in advance by the DIRECTOR in writing.

a) LICENSEE may not charge parking fees associated with the FESTIVAL.

b) LICENSEE may charge reasonable entry fees for those entering the FESTIVAL AREA.

c) LICENSEE may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the FESTIVAL. LICENSEE is solely responsible for the collection and accounting of any fees it may charge.

d) LICENSEE may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the FESTIVAL. CITY shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond LICENSEE. LICENSEE may not make any commitment or agreement which would exceed their rights as spelled out in this Agreement and may not make any commitment or agreement on behalf of the CITY or in any way act or represent themselves as an agent of the CITY.

**7.0 CITY AGENT.** The Community Development Director, or his/her designee (DIRECTOR), for the purposes of this Agreement, is the agent for the CITY; whenever approval or authorization is required, LICENSEE understands that the Director, or his/her designee, has the authority to provide that approval or authorization.

**8.0 SPECIAL TERMS AND CONDITIONS**

a) Habitation – Vendors, crew, performers and other employees, contractors or agents of LICENSEE shall not be allowed to habitate or otherwise camp or stay in the FESTIVAL AREA or on the park grounds or parking lots after hours of operation other than one designated security personnel who is responsible for monitoring and maintaining security and safety in the FESTIVAL AREA during those hours of non-operation.

b) LICENSEE shall provide CITY with an operational plan for such security for approval by the City of Cudahy. Such operational plan shall include the name and contact information of any security firm that will provide services as well as the names and qualifications of any employees of the LICENSEE that will provide security for the FESTIVAL. The operational plan will provide detailed information regarding scheduling and location of security personnel, communication protocols and emergency response protocols. If a private security firm is used, LICENSEE shall provide CITY with a current and valid certificate of insurance from such security firm to comply with the insurance requirements stated in this Agreement.

c) Talent - LICENSEE has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the FESTIVAL. LICENSEE understands that this event and the facilities remain subject to all Park Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a "Family Event" and that all performances and activities shall comply to a level of decorum and behavior which will create an atmosphere appropriate for all ages.

d) Vendors – LICENSEE shall ensure all vendors obtain proper permits and licenses from the City or any other agency or business necessary to operate at the FESTIVAL.

e) Equipment – LICENSEE is provided with the FESTIVAL AREA in as-is condition. LICENSEE is responsible to provide all equipment, supplies and materials required to operate the FESTIVAL. All equipment and staging as well as booths, rides and other attractions must comply with all local, state and federal regulations as well as all industry standards for safety and proper operation.

f) Modifications – LICENSEE may not make any modifications to existing facilities without express written consent from CITY. Any modifications so approved will be at the sole expense of LICENSEE and LICENSEE shall be responsible for all costs to restore FESTIVAL AREA to its original condition at the conclusion of the FESTIVAL unless this condition is expressly waived by the CITY in writing.

g) Advertising – LICENSEE and CITY shall cooperate in developing a promotional plan for the FESTIVAL. LICENSEE is solely responsible for all advertising costs associated with the FESTIVAL. The CITY may, at its sole discretion, assist in advertising the FESTIVAL through its own means and at its own cost. In doing so, CITY shall comply with all logos, slogans and other advertising standards provided by LICENSEE. LICENSEE must receive express permission to use the City logo or the names City of Cudahy, Parks & Recreation or Clara Park in any of its advertising or promotions.

h) Sanitation - LICENSEE shall provide sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trashcans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trashcans will be picked up and removed by LICENSEE from the FESTIVAL AREA throughout the event

by LICENSEE and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the CITY at the CITY's expense.

i) Food spoils – Vendors who will be preparing food to be sold in the FESTIVAL AREA may not use CITY trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of off site.

j) LICENSEE shall retain the right to revoke admission to the festival grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.

k) Damage - In the event that any property damage is sustained as a result of the FESTIVAL, LICENSEE agrees to repair the damage at LICENSEE's sole expense.

l) Pollution Discharge - LICENSEE shall be responsible for ensuring that FESTIVAL and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).

m) Title to Abandoned Property other than Trash - All property, including personal property, fixtures and utility installations within the FESTIVAL AREA, shall, unless removed by LICENSEE at the conclusion of the FESTIVAL, be deemed to be abandoned, and shall become property of the CITY.

n) Utilities – Unless specifically agreed to in writing, LICENSEE shall be responsible for all water, gas, heat, light, power, telephone, and other utilities and services required for the FESTIVAL. If any such services are provided by the CITY and cannot be separately metered, LICENSEE shall pay a reasonable proportion of all charges jointly metered with other premises, as determined by CITY.

o) Assignments and Subletting - LICENSEE shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise transfer or encumber all or any part of LICENSEE's interest in this Agreement or in the FESTIVAL AREA.

p) LICENSEE shall provide UL fire resistant information on all tents utilized in the FESTIVAL AREA.

q) LICENSEE shall provide either one 10 lbs. ABC or two 5 lbs. ABC fire extinguishers at tent #8 at the East tent location of the FESTIVAL AREA.

r) LICENSEE shall provide one 5 lbs. fire extinguisher at each both/tent that will be using cooking equipment or providing hot food in the FESTIVAL AREA.

s) Additional applicable conditions are set forth in Attachment C, which is attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the body of this Agreement conflict and the provisions of Attachment C, the provisions of the body of this Agreement shall control.

**9.0 INDEMNIFICATION AND INSURANCE**

9.1 Irrespective of any insurance carried by Licensee for the benefit of CITY, and notwithstanding any other provision or statement of precedence of this Agreement to the contrary,

LICENSEE shall indemnify and hold City, its officers, directors, employees, representatives and volunteers (collectively "CITY Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, invitee, agent or contractor of LICENSEE) in any way arising out of or in connection with this Agreement, the operations carried on by LICENSEE in the FESTIVAL AREA or any lands to which Licensee has access hereunder, or the occupation or use of the FESTIVAL AREA by LICENSEE or any person or entity holding under LICENSEE (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of CITY, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence or willful misconduct of CITY. In connection therewith:

i) LICENSEE shall defend and hold CITY and CITY Personnel harmless from any and all Claims, whether caused in whole or in part by CITY's active or passive negligence, and/or acts for which CITY and/or CITY Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of CITY or CITY Personnel; and LICENSEE shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

ii) LICENSEE shall promptly pay any judgment rendered against LICENSEE or CITY covering any Claim, and hold and save CITY and CITY Personnel harmless therefrom, whether such Claim was caused in whole or in part by CITY and/or CITY Personnel's active or passive negligence, and/or acts for which CITY and/or CITY Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of CITY and/or CITY Personnel.

iii) LICENSEE shall promptly pay any judgment rendered against LICENSEE or CITY covering any Claim, and hold and save CITY and CITY Personnel harmless therefrom, whether such Claim was caused in whole or in part by CITY and/or CITY Personnel's active or passive negligence, and/or acts for which CITY and/or CITY Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of CITY and/or CITY Personnel.

iv) In the event CITY is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, LICENSEE shall pay to CITY any and all costs and expenses incurred by CITY in any such action or proceeding, together with reasonable attorneys' fees.

v) All of the indemnity obligations of LICENSEE under this Paragraph 9.1.v, or as otherwise set forth in this Agreement, shall survive the expiration or earlier termination of this Agreement.

vi) Notwithstanding anything in the this Agreement to the contrary, in no event shall LICENSEE be obligated to indemnify CITY for any matters or conditions to the extent arising due to CITY's sole negligence or willful misconduct. In addition, notwithstanding anything in this Agreement to the contrary, in no event shall LICENSEE be deemed to have released City for any claims or causes of action arising due to City's sole negligence or willful misconduct.

9.2 Without limiting LICENSEE's indemnification obligations, LICENSEE shall not enter or occupy the FESTIVAL AREA until LICENSEE has obtained all of the insurance required herein from a company or companies acceptable to CITY, and LICENSEE shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance

shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by CITY.

i) Workers' Compensation and Employer's Liability Insurance: LICENSEE shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the FESTIVAL AREA, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Cudahy, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Cudahy of a written notice of such cancellation, limitation or reduction of coverage."

ii) Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars ($5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

iii) Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars ($1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

iv) Endorsements: The policies of liability insurance provided for in Paragraphs 9.2.ii and 9.2.iii shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from LICENSEE's activities is not excluded, and shall be in a form satisfactory to CITY and contain the following separate endorsements:

(a) Combined single limit of One Million Dollars ($1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) "The City of Cudahy, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Cudahy. The coverage shall contain no special limitations on the scope of protection afforded to the City of Cudahy, its officers, directors, employees, representatives and volunteers."

(c) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Cudahy of a written notice of such cancellation, limitation or reduction of coverage."

(d) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Cudahy shall not be liable for the payment of premiums or assessments on this policy."

(e) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Cudahy, its officers, directors, employees, representatives, or volunteers."

(f) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

v) Evidence of Coverage: As a condition precedent to this Agreement, LICENSEE shall at the time of the execution of this Agreement present to CITY the original policies of insurance required by this Paragraph 9.2 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the LICENSEE's name and location of the FESTIVAL on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with CITY. LICENSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi) Review of Coverage: CITY shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of CITY, the insurance provisions in this Agreement do not provide adequate protection for CITY, CITY shall have the right to require LICENSEE to obtain insurance sufficient in coverage, form and limits to provide adequate protection and LICENSEE shall promptly comply with any such requirement. CITY's requirements shall not be unreasonable, but shall be adequate in the sole opinion of CITY to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

vii) Agreement Contingent Upon Coverage: Notwithstanding any other provision of this agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with CITY.

## 10.0 COMPLIANCE WITH LAWS AND PARK RULES

LICENSEE and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all CITY and Park rules and regulations.

## 11.0 NON-DISCRIMINATION.

The LICENSEE shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and CITY governments.

## 12.0 CITY'S OBLIGATIONS

Except for the obligations of CITY specifically set forth in this Agreement, it is intended by the parties hereto that CITY shall have no obligation, in any manner whatsoever, to repair and maintain the FESTIVAL AREA, nor any structural improvements located thereon, nor any equipment now or hereafter located therein. LICENSEE expressly waives the benefit of any stature now, or hereafter, in effect which would entitle LICENSEE to make repairs at CITY's expense.

12.1 Condition of Premises

LICENSEE shall accept the FESTIVAL AREA in its condition existing as of the date of each FESTIVAL immediately preceding occupancy by LICENSEE or its vendor, customers, employees or agents. LICENSEE acknowledges that neither CITY, nor any representative of the CITY, has made any representation or warranty as to the present of future suitability of the FESTIVAL AREA for the conduct of LICENSEE's business. Furthermore, CITY makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

12.2 Notification of unsafe conditions

In the event that the LICENSEE believes that an unsafe condition exists as a result of their inspection of the FESTIVAL AREA prior to any scheduled FESTIVAL, it is the responsibility of the LICENSEE to notify the DIRECTOR of such conditions immediately and ensure that LICENSEE activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the LICENSEE until such conditions may be appropriately corrected.

12.3 Security Measures

LICENSEE acknowledges that nothing in this Agreement obligates the CITY to provide guard service or other security measures, and that CITY shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of FESTIVAL, its vendors, agents and invitees, from acts of third parties.

## 13. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be constructed as creating a partnership or a joint venture, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The LICENSEE shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over the conduct of the LICENSEE, or any of the LICENSEE's employees, except as herein set forth, and the LICENSEE expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any

manner employees of the CITY, it being distinctly understood that the LICENSEE is and shall at all times remain to the CITY a wholly independent contractor and the LICENSEE obligations to the CITY are solely such as are prescribed by this Agreement.

## 16.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To CITY: CITY of Cudahy
5220 Santa Ana St
Cudahy, CA 90201
Attn: Community Development Director

To LICENSEE: Bandachannel.com

_____

_____

_____

## 17.0 GENERAL PROVISIONS

17.1 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

17.2 Waiver; Remedies Cumulative.

Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing

by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17.3 Mitigation of Damages.

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

17.4 Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17.5 Attorneys' Fees.

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

17.6 Entire Agreement.

This Agreement constitutes the whole agreement between the CITY and the LICENSEE, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the CITY and the LICENSEE.

17.7 Non-Assignability.

The LICENSEE shall not assign or transfer any interest in this Agreement without the express prior written consent of the CITY.

17.8 Severability

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

**CITY OF CUDAHY**

By:_____
Jose E. Pulido, City Manager

**APPROVED AS TO FORM:**

**By:**_____

**BANDA CHANNEL**

By:_____

Name:_____

Title:_____

**ATTACHMENT A – FESTIVAL AREA**

**ATTACHMENT B – SCHEDULE**

**ATTACHMENT C – ADDITIONAL CONDITIONS (PURSUANT TO SECTION 8.0)**

Blank Page

**Item Number**
**11C**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Michael Allen, Acting Community Development Director
By: Didier Murillo, Planning Technician

**Subject:** **Consideration to Adopt Ordinance No. 653 by First Reading, Amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning**

## RECOMMENDATION

The City Council is requested to adopt Ordinance No. 653 by first reading, amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning.

## BACKGROUND

1. In 1979, State Development Agreement Law (California Government Code Section 65864 et seq.) Article 2.5 Development Agreements [65864-68869.5] was added by California Statutes Ch. 934.

2. On March 4, 1991, City Council adopted Ordinance No. 431 amending Chapter 20 of the Cudahy Municipal Code to establish procedures for the approval and adoption of Development Agreements.

3. On October 7, 2003, City Council adopted Ordinance No. 587 adopting and amending a comprehensive city-wide Cudahy Zoning Ordinance.

4. On August 17, 2015, Planning Commission approved Resolution No. PC 15-10 recommending that the City Council adopt Ordinance No. 653 amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning.

**ANALYSIS**

The City has prepared an inventory of underdeveloped land which has been identified with having the potential for future economic development opportunities. There are a total of seven sites identified in the inventory. Strengthening and clarifying the language in the current CMC in regards to development agreements would be mutually beneficial to both developers and the City as a whole. The City is currently in the process of updating the General Plan. The Cudahy General Plan is the umbrella document that allows the City to plan for future development. The General Plan update will attract development into the City with increased density and contemporary concepts such as mixed used development. Therefore, having strong and concise development agreements in place will help facilitate and shape the future of potential projects sites.

A development agreement is a contract between the City and a person who owns or controls property within the jurisdiction (developer). The purpose of the agreement is to specify the standards and conditions that will govern development of the property. The development agreement provides assurances to the developer that the development regulations that apply to the project will not change during the term of the agreement. The City may require that conditions of approval be included in the agreement to mitigate project impacts, including project phasing and timing of public improvements. The agreement can also facilitate enforcement of requirements, since it is a contract that details the obligations of the developer and the City.

To address State Development Agreement Law Government Code Section 65864 et seq (a-c) listed below, the City will amend Chapter 20.28 Development Agreements to strengthen and clarify the language of the current CMC.

***(a)*** *The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.*

***(b)*** *Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.*

***(c)*** *The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.*

In order to strengthen and clarify the language of the current CMC that provides certain assurances to development project applicants that projects may rely on existing policies, rules and regulations, the City desires to propose modifications to include the provisions that development agreements shall be processed concurrently with all other project-related applications and outline the approval process of a development agreement. Provisions include the ability for the Community Development Director to sign off on minor modifications of a project and any other terms that may arise. Lastly, provisions will include conditions and requirements that the City Council deems proper.

The amendments to Chapter 20.28 Development Agreements can be found on pages 1-3 of Attachment B (**strikethrough denotes deletions; underlining denotes additions**).

## CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

CEQA applies to certain activities that affect the environment of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change or a reasonably foreseeable indirect change in the environment.

Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and there can be no meaningful analysis of environmental impacts because it is not reasonably foreseeable what projects might be proposed. (Id. § 15064(d).) Specific development agreements will each be subject to CEQA.

## CONCLUSION

If the City Council adopts Ordinance No. 653, amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning, the City will strengthen and clarify the language found in the current code, which provides certain assurances to development project applicants that projects may rely on existing policies, rules and regulations.

## FINANCIAL IMPACT

There is no fiscal impact associated with adoption of Ordinance No. 653.

## ATTACHMENTS

A. Resolution PC 15-09
B. Amendments of Chapter 20.28 Development Agreements
C. Current CMC Chapter 20.28 Development Agreements
D. Draft CMC Chapter 20.28 Development Agreements
E. Draft Ordinance No. 653

# RESOLUTION NO. PC 15-09

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY RECOMMENDING APPROVAL AND ADOPTION OF ORDINANCE NO 653 BY THE CITY OF CUDAHY CITY COUNCIL AMENDING CUDAHY MUNICIPAL CODE CHAPTER 20.28 (DEVELOPMENT AGREEMENTS) OF TITLE 20 (ZONING) REGARDING DEVELOPMENT AGREEMENTS**

WHEREAS: the State Development Agreement Law (California Government Code section 65864 et seq.) provides that a city may enter into an agreement with any person having a legal or equitable interest in real property for the development of the property; and

WHEREAS: California Government Code section 65867.5 states that a development agreement is a legislative act that shall be approved by ordinance; and

WHEREAS: the State Development Agreement Law authorizes cities to establish procedures and requirements for application, review, and approval of development agreements; and

WHEREAS: the City's Development Agreement Ordinance is set forth in Chapter 20.28 of the Cudahy zoning ordinance; and

WHEREAS: in furtherance of the planning process that provides certain assurances to development project applicants that projects may rely on existing policies, rules and regulations, the City desires to strengthen and clarify its Development Agreement Ordinance; and

WHEREAS: the Cudahy Planning Commission has carefully considered all oral and written testimony offered at the duly noticed public hearing.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CUDAHY, CALIFORNIA DOES RECOMMEND THAT CITY COUNCIL ORDAIN AS FOLLOWS:**

**SECTION 1**: Subpart (2) of Cudahy Municipal Code Section 20.28.030 (Initiation of and requirement of hearing) is amended as follows (underlining denotes additions):

(2) Upon the filing of a completed application, the community development director shall set a date for a noticed public hearing before the planning commission and shall give notice as required by CMC 20.48.020. The application for a development agreement shall be processed and scheduled for public hearing concurrently with all project-related applications.

**SECTION 2**: Subpart (2) of Cudahy Municipal Code Section 20.28.050 (Contents) is amended as follows (underlining denotes additions):

(2) In addition to the required terms, a development agreement may include any of the following provisions:

(a) The specified time for construction to commence.

(b) The specified time for the project, or any phase of the project, to be completed.

(c) Terms and conditions relating to applicant financing of necessary public facilities, and subsequent reimbursement, if any.

(d) Conditions, terms, restrictions, and requirements for subsequent discretionary actions by the city, provided these shall not prevent development of the land for the uses and to the density or intensity set forth in the agreement.

(e) Director sign-off for minor modifications to the development project, with criteria to determine a minor modification.

(g) Any other terms, conditions and requirements the city council deems proper.

**SECTION 3**: Cudahy Municipal Code Section 20.28.060 (Approval of development agreement) is amended as follows (strikethrough denotes deletions; underlining denotes additions):

~~A development agreement shall be approved by resolution. The city council shall not approve a development agreement unless it finds that its provisions are consistent with the general plan and applicable specific plans.~~

(1) Following a public hearing, the city council shall approve, conditionally approve, or deny the development agreement and associated applications. If the city council proposes substantial modification to the development agreement that was not considered by the planning commission, the modification shall be referred back to the planning commission for its recommendation. Failure of the planning commission to report back to the city council within forty days after the referral, or a longer time set by the city council, shall be deemed a recommendation for approval of the proposed modification.

(2) If the city council approves or conditionally approves the application, it shall direct the preparation of a development agreement that reflects the conditions and terms as approved, and an ordinance authorizing execution of the development agreement by the city council. The ordinance shall contain the following findings:

(a) The development agreement is in the best interests of the city and promotes the public interest and welfare.

(b) The development agreement is consistent with the General Plan, any applicable specific plan, and the city zoning code.

**SECTION 4**: In accordance with Municipal Code section 20.16.100, the City Council finds that the amendment is consistent with the objectives of the zoning code and the City of Cudahy General Plan. The amendment implements state law governing development agreements, which allows cities and developers to enter into contracts to lock in regulations and policies governing the property. The amendment requires that the proposed development agreement is consistent with the General Plan and the zoning code. Development agreements benefit the city and its residents by specifying the developer's responsibilities, such as public improvements and payment of fees, while providing assurance to the applicant regarding the applicable rules. The amendment is consistent with the objective of the General Plan to promote opportunities for growth and development, and the policy to "encourage development that complements and enhances the community." (Land Use Element Policy 1.2.)

**SECTION 5**: Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and there can be no meaningful analysis of environmental impacts because it is not reasonably foreseeable what projects might be proposed. (Id. § 15064(d).) Specific development agreements will each be subject to CEQA.

**SECTION 6**: This ordinance shall supersede any inconsistent provision of the Municipal Code to the extent of such inconsistency and no further.

**SECTION 7**: Should any provision of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

**SECTION 8**: Based on the aforementioned, the City of Cudahy Planning Commission hereby recommends approval of Ordinance No. 653 by Resolution PC 15-09.

**SECTION 9**: The Planning Commission Secretary shall certify to the adoption of this Resolution and forward a copy to the City council and City Clerk.

**PASSED AND APPROVED** this 17th day of August, 2015 by the following vote:

AYES: Commissioner Alcantar, Commissioner de Santiago, & Chairman Cuevas
NOES: None
ABSENT: Vice Chairman Fuentes
ABSTAIN: None

APPROVED:

Chairman

ATTEST:

Secretary,

**20.28.030 Initiation of and requirement of hearing.**
(2) Upon the filing of a completed application, the community development director shall set a date for a noticed public hearing before the planning commission and shall give notice as required by CMC 20.48.020. The application for a development agreement shall be processed and scheduled for public hearing concurrently with all project-related applications.

**20.28.050 Contents.**
(e) Director sign-off for minor modifications to the development project, with criteria to determine a minor modification.
(g) Any other terms, conditions and requirements the city council deems proper.

**20.28.060 Approval of development agreement.**
~~A development agreement shall be approved by resolution. The city council shall not approve a development agreement unless it finds that its provisions are consistent with the general plan and applicable specific plans.~~ (Ord. 587 § 20-1.0725).

(1) Following a public hearing, the city council shall approve, conditionally approve, or deny the development agreement and associated applications. If the city council proposes substantial modification to the development agreement that was not considered by the planning commission, the modification shall be referred back to the planning commission for its recommendation. Failure of the planning commission to report back to the city council within forty days after the referral, or a longer time set by the city council, shall be deemed a recommendation for approval of the proposed modification.

(2) If the city council approves or conditionally approves the application, it shall direct the preparation of a development agreement that reflects the conditions and terms as approved, and an ordinance authorizing execution of the development agreement by the city council. The ordinance shall contain the following findings:

> (a) The development agreement is in the best interests of the city and promotes the public interest and welfare.
>
> (b) The development agreement is consistent with the General Plan, any applicable specific plan, and the city zoning code.

To see the full *draft* of Chapter 20.28 Development Agreements please reference Attachment C.

DRAFT

shall be governed by the provisions of this section which control new applications for extensions of time. (Ord. 587 § 20-1.0605).

**20.24.030 Continuation of existing nonconforming uses.**

Any use established or conducted, or any building or improvement existing in violation of Los Angeles County Ordinance No. 1494 (as amended) upon the effective date of the ordinance codified in this zoning code shall not be deemed to have acquired a legal nonconforming status by reason of the adoption of this zoning code. To the extent that such use, building, or improvement was a violation of Los Angeles County Ordinance No. 1494 (as amended) or any other ordinance, statute, or law, or is a violation of this zoning code, it shall be deemed a continuing violation. (Ord. 587 § 20-1.0610).

## Chapter 20.28

## DEVELOPMENT AGREEMENTS

Sections:

20.28.010 Authorization/purpose.
20.28.020 Application.
20.28.030 Initiation of and requirement of hearing.
20.28.040 *Reserved.*
20.28.050 Contents.
20.28.060 Approval of development agreement.
20.28.070 Recording of development agreement.
20.28.080 Periodic review of development agreement.
20.28.090 Amendment or cancellation.
20.28.100 Modification or suspension.
20.28.110 Application of rules, regulations and policies.
20.28.120 Enforcement.

**20.28.010 Authorization/purpose.**

The purpose of this chapter is to establish procedures and requirements for the approval and adoption of development agreements. These procedures and requirements are established pursuant to, and are consistent with, Government Code Sections 65864 through 65869.5. The planning commission may recommend, and the city council may enter into a development agreement with, any person having a legal or equitable interest in real property. (Ord. 587 § 20-1.0700).

**20.28.020 Application.**

Any person desiring a development agreement may file an application with the community development director. An applicant shall be required to pay a fee as provided in CMC 20.12.080. (Ord. 587 § 20-1.0705).

**20.28.030 Initiation of and requirement of hearing.**

(1) A hearing on a development agreement may be initiated in any of the following manners:

(a) Upon the initiative of the city council;

(b) Upon the recommendation of the planning commission and the concurrence of the city council; or

(c) Upon the filing of a completed application and the payment of fees as provided for by CMC 20.12.080.

(2) Upon the filing of a completed application, the community development director shall set a date for a noticed public hearing before the planning commission and shall give notice as required by CMC 20.48.020.

(3) The planning commission and the city council shall hold noticed public hearings on every completed application for a development agreement. (Ord. 587 § 20-1.0710).

**20.28.040 Reserved.**

(Ord. 587 § 20-1.0715).

**20.28.050 Contents.**

(1) This section establishes the scope and content of development agreements. A development agreement shall include the following:

(a) The duration of the agreement;

(b) The permitted uses of the property;

(c) The density or intensity of use;

(d) The maximum height and size of proposed buildings;

(e) Any provisions for the reservation or dedication of land for public purposes; and

(f) Provision for a periodic review of the applicant's compliance with the terms of the agreement under CMC 20.28.080.

(2) In addition to the required terms, a development agreement may include any of the following provisions:

(a) The specified time for construction to commence.

(b) The specified time for the project, or any phase of the project, to be completed.

(c) Terms and conditions relating to applicant financing of necessary public facilities, and subsequent reimbursement, if any.

(d) Conditions, terms, restrictions, and requirements for subsequent discretionary actions by the city, provided these shall not prevent development of the land for the uses and to the density or intensity set forth in the agreement. (Ord. 587 § 20-1.0720).

**20.28.060 Approval of development agreement.**

A development agreement shall be approved by resolution. The city council shall not approve a development agreement unless it finds that its provisions are consistent with the general plan and applicable specific plans. (Ord. 587 § 20-1.0725).

**20.28.070 Recording of development agreement.**

The city clerk shall record a copy of the approved development agreement with the Los Angeles County recorder's office within 10 days after the city council approves the agreement. Amendments to, or modifications of, an approved development agreement shall be recorded with the Los Angeles County recorder's office within 10 days after the city council approves such amendments or modifications. (Ord. 587 § 20-1.0730).

**20.28.080 Periodic review of development agreement.**

The planning commission shall conduct a periodic review of an applicant's compliance with the terms of the development agreement at least every 12 months. During this review the applicant, or the applicant's successor in interest, shall be required to demonstrate good faith compliance with the terms of the development agreement. If the planning commission finds and determines on the basis of substantial evidence that the initial applicant, or the applicant's successor in interest, has not complied in good faith with the terms or conditions of the agreement, the planning commission may recommend and the city council may terminate or modify the agreement. (Ord. 587 § 20-1.0735).

**20.28.090 Amendment or cancellation.**

The applicant and the city council may, by mutual consent, amend a development agreement, in whole or in part. Notice of intention to amend shall be given pursuant to CMC 20.28.040. The city council may in its discretion hold a hearing on the proposed amendment. An amendment to a development agreement shall be approved by ordinance. An amendment shall not be approved unless the city council finds it to be consistent with the general plan and applicable specific plans.

The applicant and the city council may also, by mutual consent, cancel a development agreement,

in whole or part. Notice of intention to cancel shall be given pursuant to Section 20-1.0715. (Ord. 587 § 20-1.0740).

**20.28.100 Modification or suspension.**

Provisions of a development agreement which do not comply with state or federal laws or regulations enacted after the city council's approval of the development agreement shall be modified or suspended as necessary to comply with such laws or regulations. (Ord. 587 § 20-1.0745).

**20.28.110 Application of rules, regulations and policies.**

All rules, regulations, and official policies governing permitted uses of land, density, and design, improvement and construction standards and specifications, in force at the time the development agreement is approved, will continue to be applicable, unless the development agreement provides otherwise. (Ord. 587 § 20-1.0750).

**20.28.120 Enforcement.**

Unless and until amended or canceled as provided in CMC 20.28.090, or modified or suspended as provided in CMC 20.28.100, a development agreement shall be enforceable by any party to the agreement, notwithstanding any change in any applicable general plan, specific plan, zoning, subdivision, or building regulation which alters or amends the rules, regulations, or policies specified in CMC 20.28.110.

The burdens of a development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the development agreement. (Ord. 587 § 20-1.0755).

## Chapter 20.32

## TEMPORARY USE PERMITS

Sections:

20.32.010 Uses and developments permitted upon review and approval by the community development director.
20.32.020 Application.
20.32.030 Action by community development director.
20.32.040 Appeals.

**20.32.010 Uses and developments permitted upon review and approval by the community development director.**

The following temporary uses and developments may be initiated, altered or maintained upon approval pursuant to this section:

(1) Temporary uses of land, including temporary outdoor sales, and the erection of booths, tents, or parking of trailers for temporary activities conducted either outdoors or within temporary structures, when such uses are allowed in the applicable zone with the approval of the community development director. Not more than 26 outdoor sales events shall occur within any 12-month period at any one location. Each sales event shall be limited in duration to not more than two consecutive calendar days. A third day is allowed if the event occurs on a holiday weekend. The location of an outdoor sales event shall not interfere with automobile circulation, and shall be designed in a manner to allow free pedestrian movement within and around the vicinity. For purposes of this subsection, the term "location" shall include a parcel or combination of parcels that are owned or occupied by the same owner or business entity. No outdoor sales activity shall occur on a public sidewalk or on other portions of the public right-of-way along a street. The location of an outdoor sales event shall not interfere with public fire and police protection services. Outdoor sales activities within or beneath a tent are not permitted.

(2) Outdoor sales of flowers and gifts are prohibited, except for a business licensed to sell flowers that has been licensed to sell flowers for more than one year. Flower shops may obtain a temporary use permit provided the applicant submits financial statements showing sales of flowers

The amendments to Chapter 20.28 Development Agreements are found below (**strikethrough denotes deletions; underlining denotes additions**):

**20.28.010 Authorization/purpose.**
The purpose of this chapter is to establish procedures and requirements for the approval and adoption of development agreements. These procedures and requirements are established pursuant to, and are consistent with, Government Code Sections 65864 through 65869.5. The planning commission may recommend, and the city council may enter into a development agreement with, any person having a legal or equitable interest in real property. (Ord. 587 § 20-1.0700).

**20.28.020 Application.**
Any person desiring a development agreement may file an application with the community development director. An applicant shall be required to pay a fee as provided in CMC 20.12.080. (Ord. 587 § 20-1.0705).

**20.28.030 Initiation of and requirement of hearing.**
(1) A hearing on a development agreement may be initiated in any of the following manners:
(a) Upon the initiative of the city council;
(b) Upon the recommendation of the planning commission and the concurrence of the city council; or
(c) Upon the filing of a completed application and the payment of fees as provided for by CMC 20.12.080.
(2) Upon the filing of a completed application, the community development director shall set a date for a noticed public hearing before the planning commission and shall give notice as required by CMC 20.48.020. <u>The application for a development agreement shall be processed and scheduled for public hearing concurrently with all project-related applications.</u>

(3) The planning commission and the city council shall hold noticed public hearings on every completed application for a development agreement. (Ord. 587 § 20-1.0710).

**20.28.040 Reserved.** (Ord. 587 § 20-1.0715).

**20.28.050 Contents.**
(1) This section establishes the scope and content of development agreements. A development agreement shall include the following:
(a) The duration of the agreement;
(b) The permitted uses of the property;
(c) The density or intensity of use;
(d) The maximum height and size of proposed buildings;
(e) Any provisions for the reservation or dedication of land for public purposes; and
(f) Provision for a periodic review of the applicant's compliance with the terms of the agreement under CMC 20.28.080.
(2) In addition to the required terms, a development agreement may include any of the

following provisions:

(a) The specified time for construction to commence.

(b) The specified time for the project, or any phase of the project, to be completed.

(c) Terms and conditions relating to applicant financing of necessary public facilities, and subsequent reimbursement, if any.

(d) Conditions, terms, restrictions, and requirements for subsequent discretionary actions by the city, provided these shall not prevent development of the land for the uses and to the density or intensity set forth in the agreement. (Ord. 587 § 20-1.0720).

(e) Director sign-off for minor modifications to the development project, with criteria to determine a minor modification.

(g) Any other terms, conditions and requirements the city council deems proper.

**20.28.060 Approval of development agreement.**

~~A development agreement shall be approved by resolution. The city council shall not approve a development agreement unless it finds that its provisions are consistent with the general plan and applicable specific plans.~~ (Ord. 587 § 20-1.0725).

(1) Following a public hearing, the city council shall approve, conditionally approve, or deny the development agreement and associated applications. If the city council proposes substantial modification to the development agreement that was not considered by the planning commission, the modification shall be referred back to the planning commission for its recommendation. Failure of the planning commission to report back to the city council within forty days after the referral, or a longer time set by the city council, shall be deemed a recommendation for approval of the proposed modification.

(2) If the city council approves or conditionally approves the application, it shall direct the preparation of a development agreement that reflects the conditions and terms as approved, and an ordinance authorizing execution of the development agreement by the city council. The ordinance shall contain the following findings:

(a) The development agreement is in the best interests of the city and promotes the public interest and welfare.

(b) The development agreement is consistent with the General Plan, any applicable specific plan, and the city zoning code.

**20.28.070 Recording of development agreement.**

The city clerk shall record a copy of the approved development agreement with the Los Angeles County recorder's office within 10 days after the city council approves the agreement. Amendments to, or modifications of, an approved development agreement shall be recorded with the Los Angeles County recorder's office within 10 days after the city council approves such amendments or modifications. (Ord. 587 § 20-1.0730).

**20.28.080 Periodic review of development agreement.**

The planning commission shall conduct a periodic review of an applicant's compliance with the terms of the development agreement at least every 12 months. During this review the

applicant, or the applicant's successor in interest, shall be required to demonstrate good faith compliance with the terms of the development agreement. If the planning commission finds and determines on the basis of substantial evidence that the initial applicant, or the applicant's successor in interest, has not complied in good faith with the terms or conditions of the agreement, the planning commission may recommend and the city council may terminate or modify the agreement. (Ord. 587 § 20-1.0735).

**20.28.090 Amendment or cancellation.**
The applicant and the city council may, by mutual consent, amend a development agreement, in whole or in part. Notice of intention to amend shall be given pursuant to CMC 20.28.040. The city council may in its discretion hold a hearing on the proposed amendment. An amendment to a development agreement shall be approved by ordinance. An amendment shall not be approved unless the city council finds it to be consistent with the general plan and applicable specific plans. The applicant and the city council may also, by mutual consent, cancel a development agreement, in whole or part. Notice of intention to cancel shall be given pursuant to Section 20-1.0715. (Ord. 587 § 20-1.0740).

**20.28.100 Modification or suspension.**
Provisions of a development agreement which do not comply with state or federal laws or regulations enacted after the city council's approval of the development agreement shall be modified or suspended as necessary to comply with such laws or regulations. (Ord. 587 § 20-1.0745).

**20.28.110 Application of rules, regulations and policies.**
All rules, regulations, and official policies governing permitted uses of land, density, and design, improvement and construction standards and specifications, in force at the time the development agreement is approved, will continue to be applicable, unless the development agreement provides otherwise. (Ord. 587 § 20-1.0750).

**20.28.120 Enforcement.**
Unless and until amended or canceled as provided in CMC 20.28.090, or modified or suspended as provided in CMC 20.28.100, a development agreement shall be enforceable by any party to the agreement, notwithstanding any change in any applicable general plan, specific plan, zoning, subdivision, or building regulation which alters or amends the rules, regulations, or policies specified in CMC 20.28.110. The burdens of a development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the development agreement. (Ord. 587 § 20-1.0755).

DRAFT

# ORDINANCE NO. 653

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING CUDAHY MUNICIPAL CODE CHAPTER 20.28 (DEVELOPMENT AGREEMENTS) OF TITLE 20 (ZONING) REGARDING DEVELOPMENT AGREEMENTS**

WHEREAS: the State Development Agreement Law (California Government Code section 65864 et seq.) provides that a city may enter into an agreement with any person having a legal or equitable interest in real property for the development of the property; and

WHEREAS: California Government Code section 65867.5 states that a development agreement is a legislative act that shall be approved by ordinance; and

WHEREAS: the State Development Agreement Law authorizes cities to establish procedures and requirements for application, review, and approval of development agreements; and

WHEREAS: the City's Development Agreement Ordinance is set forth in Chapter 20.28 of the Cudahy zoning ordinance; and

WHEREAS: in furtherance of the planning process that provides certain assurances to development project applicants that projects may rely on existing policies, rules and regulations, the City desires to strengthen and clarify its Development Agreement Ordinance; and

WHEREAS: on August 17, 2015, following proper notice and public hearing, the City Planning Commission adopted Resolution No. 653, recommending that the City Council adopt an ordinance amending Cudahy Municipal Code Chapter 20.28 regarding development agreements; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission, City Staff and the public at a duly noticed public hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

DRAFT

**SECTION 1**: Subpart (2) of Cudahy Municipal Code Section 20.28.030 (Initiation of and requirement of hearing) is amended as follows (underlining denotes additions):

(2) Upon the filing of a completed application, the community development director shall set a date for a noticed public hearing before the planning commission and shall give notice as required by CMC 20.48.020. The application for a development agreement shall be processed and scheduled for public hearing concurrently with all project-related applications.

**SECTION 2**: Subpart (2) of Cudahy Municipal Code Section 20.28.050 (Contents) is amended as follows (underlining denotes additions):

(2) In addition to the required terms, a development agreement may include any of the following provisions:

(a) The specified time for construction to commence.

(b) The specified time for the project, or any phase of the project, to be completed.

(c) Terms and conditions relating to applicant financing of necessary public facilities, and subsequent reimbursement, if any.

(d) Conditions, terms, restrictions, and requirements for subsequent discretionary actions by the city, provided these shall not prevent development of the land for the uses and to the density or intensity set forth in the agreement.

(e) Director sign-off for minor modifications to the development project, with criteria to determine a minor modification.

(g) Any other terms, conditions and requirements the city council deems proper.

**SECTION 3**: Cudahy Municipal Code Section 20.28.060 (Approval of development agreement) is amended as follows (strikethrough denotes deletions; underlining denotes additions):

~~A development agreement shall be approved by resolution. The city council shall not approve a development agreement unless it finds that its provisions are consistent with the general plan and applicable specific plans.~~

(1) Following a public hearing, the city council shall approve, conditionally approve, or deny the development agreement and associated applications. If the city council proposes substantial modification to the development agreement that was not considered by the planning commission, the modification shall be referred back to the planning commission for its recommendation. Failure of the planning commission

to report back to the city council within forty days after the referral, or a longer time set by the city council, shall be deemed a recommendation for approval of the proposed modification.

(2) If the city council approves or conditionally approves the application, it shall direct the preparation of a development agreement that reflects the conditions and terms as approved, and an ordinance authorizing execution of the development agreement by the city council. The ordinance shall contain the following findings:

(a) The development agreement is in the best interests of the city and promotes the public interest and welfare.

(b) The development agreement is consistent with the General Plan, any applicable specific plan, and the city zoning code.

**SECTION 4**: In accordance with Municipal Code section 20.16.100, the City Council finds that the amendment is consistent with the objectives of the zoning code and the City of Cudahy General Plan. The amendment implements state law governing development agreements, which allows cities and developers to enter into contracts to lock in regulations and policies governing the property. The amendment requires that the proposed development agreement is consistent with the General Plan and the zoning code. Development agreements benefit the city and its residents by specifying the developer's responsibilities, such as public improvements and payment of fees, while providing assurance to the applicant regarding the applicable rules. The amendment is consistent with the objective of the General Plan to promote opportunities for growth and development, and the policy to "encourage development that complements and enhances the community." (Land Use Element Policy 1.2.)

**SECTION 5:** Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and there can be no meaningful analysis of environmental impacts because it is not reasonably foreseeable what projects might be proposed. (Id. § 15064(d).) Specific development agreements will each be subject to CEQA.

**SECTION 6**: This ordinance shall supersede any inconsistent provision of the Municipal Code to the extent of such inconsistency and no further.

**SECTION 7:** Should any provision of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

**SECTION 8:** This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

**SECTION 9**: The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

DRAFT

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

_____
Cristian Markovich, Mayor

ATTEST:

_____

Deputy City Clerk

APPROVED AS TO FORM:

_____
Isabel Birrueta
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF CUDAHY )

I, Victor H. Ferrer, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the _____ day of _____, 2015, and that said Ordinance was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Deputy City Clerk

DRAFT

Blank Page

**Item Number**
**11D**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director
Ali Cayir, PE, Consultant CIP Project Manager, Transtech

**Subject:** **Approval of PS&E Bid Package (Plans, Specifications and Estimates) and Authorization of Staff to Issue NIB (Notice Inviting Bids) for the Lugo Park Improvements Project**

## RECOMMENDATION

The City Council is requested to:

1. Approve PS&E Bid Package (Plans, Specifications and Estimates);

2. Authorize staff to issue NIB (Notice Inviting Bids) for the Lugo Park Improvements Project; and

3. Approve Environmental Assessment as follows: the proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

## BACKGROUND

1. On May 6, 2014, City Council approved $362,531 of Community Development Block Grant (CDBG) funds for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

2. On November 17, 2014, the City received clearance from the CDBG Grants Management Unit to commence drawing down funds for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

3. On February 12, 2015, staff submitted a request to Willdan Engineering for cost estimates and a draft concept plan for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects.

4. On March 13, 2015, the City submitted a letter to the Los Angeles Community Development Commission (LACDC) committing the drawdown of excess CDBG funds of $95,000 towards the Lugo Park Improvements Projects in CDBG funds by September 30, 2015.

5. On March 17, 2015, the City Council approved a Professional Services Agreement (PSA) with Transtech for Project Management Services for CDBG and CIP funded projects.

6. On April 15, 2015, Willdan Engineering provided staff with an updated concept plan and cost estimates for the Lugo Park Restroom Rehabilitation and Soccer Field Renovation Projects. This update includes cost estimates and plan modifications to accommodate the current available budgets for these projects.

7. On April 21, 2015, the City Council approved a PSA with Pacifica Services, Inc. for Labor Compliance and Contract Services for the Lugo Park Renovation Projects.

8. On May 5, 2015, an updated Lugo Park soccer field and restroom concept design was presented to City Council by Transtech Engineers.

9. On August 13, 2015, a Draft PS&E Bid Package was submitted to LACDC, which is the agency administering CDBG Funds, for their review and approval. After responding to LACDC's comments, a Draft Final PS&E Bid Package was submitted to LACDC, and is currently under review. The final PS&E Bid Package will be updated as necessary before advertising for bids.

10. As of September 23, 2015, the City has successfully drawn down over $80,000 in CDBG funds, exceeding our drawdown requirement before the September 30, 2015 deadline, preserving the City's ongoing CDBG funding allocation.

**ANALYSIS**

The Lugo Park Improvements Project involves reconstruction of an existing sports field surface with artificial turf and drainage system, restoration of existing turf areas, and modification and upgrade of the existing irrigation system; site amenities, such as spectator bleachers with an overhead shade, chain link fence, sports equipment; ADA compliant

restrooms and concession facilities, and other relevant and incidental improvements, which are listed in detail on the attached PS&E Bid Package.

In response to comments received at the May 5, 2015 City Council meeting, site soils, utility and parking analysis, additional scope items were added to improve the project, including:

1. Additional safety netting;

2. Reconfiguring, widening, and reconstructing the northerly section of the parking lot to create 20 additional parking spaces;

3. Closure of the existing northerly driveway/gate on Otis Avenue and opening a new driveway aligning with the east-west drive isle along the south side of the field. The existing driveway is located at the south-east corner of Otis Avenue and Olive Street, and due to its close proximity to the intersection, ingress/egress at this driveway is operationally difficult, and creates confusion. To improve the operational efficiency and safety, this driveway will be relocated further south;

4. Relocation of existing parking lot lights to allow widening of the parking area;

5. Re-route electrical conduits for the existing sports filed lights. This is necessary because of the infrastructure and drainage system that will be installed under the artificial turf area. The existing electrical conduits were found to be shallow and in conflict with the new infrastructure and drainage system; and

6. Installation of a new sewer line. The existing sewer line was found to be substandard, undersized and had insufficient slope, which will result in back-up and clogging if not replaced.

The above items were not part of the initial project scope and budget, as these items were added to the project as additional improvements. The estimated cost of these additional items are approximately $100,000.

While the total estimated cost, including the additional improvements, is approximately $1.7 million, City staff is in the process of applying for additional outside funds, as well as allocating additional $78,338 unallocated CDBG Funds. City staff is also considering the option of upgrading the existing concession stand/restroom building for ADA compliance, rather than adding a separate pre-fabricated concession stand/restroom facility. This option will leave more open space area, as well as may also reduce the cost.

The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

## CONCLUSION

Subject to City Council's review, input and approval, the PS&E Bid Package will be updated and finalized as necessary. Upon receiving Los Angeles Community Development Commission's approval as required on Community Development Block Grant projects, the project will be advertised for bids. The project is scheduled to begin construction early 2016, and will be complete by May 2016, weather permitting.

## FINANCIAL IMPACT

The current estimated project cost is $1.7 million. The total obligated General Fund funding amount for the project is $1,326,869. Current obligated funding sources include:

| | |
|---|---:|
| CDBG (601694-13) (Restroom) | $ 225,000 |
| CDBG 601694-14 (Soccer Field) | 440,869 |
| Cudahy Youth Foundation | 16,000 |
| Los Angeles County Board of Supervisors | 270,000 |
| City's General Fund | 375,000 |
| **Total Available Funds** | **$ 1,326,869** |

The project bid schedule is prepared in a detailed itemized format, if necessary, certain items can be deleted, such as additional parking, and driveway relocation in order to reduce the overall project cost. Staff is also considering the option of upgrading the existing concession stand/restroom building for ADA compliance, instead of adding a separate pre-fabricated con cession stand/restroom facility in order to achieve a cost savings. Staff is in the process of applying for additional outside funds, as well as allocating additional CDBG Funds if available.

If additional funding sources cannot be secured, City staff will propose a modified project scope or request an additional budget allocation of approximately $375,000 will be requested from the City's General Fund.

**ATTACHMENTS**

A. Site Plan
B. PS&E Bid Package

**ATTACHMENT A**

# CITY OF CUDAHY, CALIFORNIA

# BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
## for
## LUGO PARK IMPROVEMENTS
## CDBG Project No.:
## 601693-14 (Lugo Park Restroom Rehabilitation)
## 601694-14 (Lugo Park Soccer Field Renovation)

**This is a CDBG Federally Funded Project**

**Date Issued: September 16, 2015 (Draft, not authorized for bidding, for review only)**

**Bid Due Date:**
**November 4, 2015, 2:00 PM (preliminary date)**

**Submit bids to:**
**Office of the City Clerk**
**City of CUDAHY**
**5220 Santa Ana Street CUDAHY, CA 90201**

**ATTACHMENT A**

# TABLE OF CONTENTS


| DESCRIPTION | SECTION |
|---|---|
| **NOTICE INVITING BIDS** | **A** |
| **INSTRUCTIONS TO BIDDERS** | **B** |
| **BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid)** | **C** |

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

| | |
|---|---|
| **SPECIFICATIONS** | **D** |

**APPENDICES:**

***APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED***

***APPENDIX B - FEDERAL REQUIREMENTS***

B-1 FEDERAL LABOR STANDARD PROVISIONS

B-2 CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, LABOR SURPLUS AREA FIRMS

B-3 PUBLIC WORKS PAYROLL REPORT FORMAT

B-4 STATEMENT OF COMPLIANCE

B-5 FRINGE BENEFIT STATEMENT FORMAT

B-6 COMPLIANCE WITH CLEAN AIR AND WATER ACTS

B-7 SECTION 3 CLAUSE

B-8 APPLICABLE FEDERAL WAGE DECISION
*Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from http://www.wdol.gov/dba.aspx. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: HIGHWAY.*

***APPENDIX C - SOILS REPORT***

***APPENDIX D - PLANS***

**ATTACHMENT A**

# A. NOTICE INVITING BIDS

**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**

PUBLIC NOTICE IS HEREBY GIVEN that the City of CUDAHY invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, City of Cudahy, 5220 Santa Ana Street Cudahy, CA 90201, up to the hour of November 4, 2015, 2:00 PM (preliminary date). Any bids received late will be returned unopened. The bids received will be publicly opened approximately 15 minutes after the bid submittal deadline in the City Council Chambers.

**Pre-Bid Meeting:**

A non-mandatory pre-bid meeting is scheduled on October 13, 2015, at 1:00 PM (preliminary date) at the Project Site at 7810 Otis Avenue, Cudahy, CA 90201 (north-east corner of Otis Avenue and Elizabeth Street) to answer any questions from prospective bidders and to explain the Federal Labor Standards Provisions, Section 3 Clause, and the prevailing wage requirements of the Davis-Bacon and Related Acts. While this is a non-mandatory pre-bid meeting for the prospective bidders to attend, it is recommended that all prospective bidders attend the meeting to gain a good understanding of project standards, bid preference, Section 3 and Federal Labor compliance requirements. Prospective bidders will be informed of the potential for a bid preference, and the training, contracting and hiring goals that contractors must document in good faith efforts to meet, will be described.

**Bidding and Contract Documents, Plans and Specifications Available:**

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: bidinfo.lugopark@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at a non-refundable cost of $250 from City of Cudahy, 5220 Santa Ana Street, Cudahy, CA 90201. Please first e-mail to bidinfo.lugopark@transtech.org and request a hard copy 2 days in advance. Make check payable to "City of CUDAHY". Place a note on the check as follows: Cost for Bidding and Contract Documents, Plans and Specifications.
3. Hard copies will not be mailed.

**Scope of Work:**

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project. Major work components include Soccer Field, Restroom, Park, Parking Lot and other various improvements.

**Location of Work:**

The project is located at 7810 Otis Avenue, Cudahy, CA 90201 (north-east corner of Otis Avenue and Elizabeth Street).

**Estimated Cost of Work:**

Estimated cost is $950,000.

**Retention:**

The City will deduct a State-mandated 5 percent retention from all progress payments.

**Project Completion:**

The project shall be completed within 70 working days of the effective date of City's Notice to Proceed.

**Bid Bond:**

Bids must be accompanied by a bid bond, made payable to the City of CUDAHY for an amount no less than ten percent (10%) of the bid amount.

**Required License Classification:**

Required License Classification is State of California, A-General Engineering Contractor. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code.

**SB 854 Requirements**

This project is subject to the requirements of SB 854. 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]. The prime contractor will be required to post job site notices regarding Labor Code compliance as described in 8 California Code of Regulation section 16451(d).

**Prevailing Wages Required:**

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of the prevailing wages schedule is on file with the City.

**Federally Funded CDBG Project:**

This is a Federally-assisted construction project. Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a labor dispute, when Federal and State wage rates are in conflict, the higher of the two will prevail.

If the cost of this project is over $200,000, this will be a HUD Section 3 construction contract and all bidders must commit to employ low-income residents from the local community to achieve the Section 3 goals and to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a

written commitment (Economic Opportunity Plan).

**DBE:**

There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

**Bonds Required:**

A labor and materials payment bond is required In accordance with California Civil Code 9550 in a form approved by the City. Also a performance bonds and public improvement warranty are required. See Sample Contract for the required bond forms.

**Substitution of Securities for Retention:**

The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

**Excavation Safety:**

If the work involves an excavation or trench five feet or deeper, the bid must contain a separate bid item for adequate sheeting, shoring, bracing and safety measures approved by the City.

**Environmentally Sensitive Materials**

✓ □ This Invitation for Bids **does not** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.

~~□ This Invitation for Bids **does** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code.~~

**City Business License:**

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body 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 work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**ATTACHMENT A**

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of CUDAHY only when the formal written contract has been duly executed by the appropriate officers of the City.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact via e-mail:
bidinfo.lugopark@transtech.org
All inquiries must be submitted in writing by e-mail.

BY ORDER of the City of CUDAHY, California.

Laura Valdivia
Interim City Clerk
City of Cudahy, California

**ATTACHMENT A**

# B. INSTRUCTIONS TO BIDDERS

**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**

## LOCATION OF WORK

The project is located at 7810 Otis Avenue, Cudahy, CA 90201 (north-east corner of Otis Avenue and Elizabeth Street).

## PROPOSAL FORMS

Bids shall be submitted on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

## PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of CUDAHY in the amount not less than 10 percent of the total amount of bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

## DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

**LUGO PARK IMPROVEMENTS**
**DO NOT OPEN WITH REGULAR MAIL**

It is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered and will be returned unopened.

## CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications. The Contractor agrees that failure to complete work within the time allowed will result

in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of CUDAHY. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that $500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

**WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

**IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

**DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

**DISCREPANCIES AND MISUNDERSTANDINGS**

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing,

concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing via FAX as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided. By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

**PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

**CONTRACTORS LICENSE LAW**

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be dully Registered and Licensed thereunder as required.

**BONDS**

All bonds shall be written and executed by a corporate surety with a Best's rating of A:VII or better. In conformance with the Proposal, Part I, Bidding and Contractual Documents, a bidder to whom the contract is awarded shall, within the time mentioned in said Proposal, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Contract Documents. Said bond, hereinafter referred to as the Performance and Guarantee Bond, shall be on the mandatory form included as a part of these Contract Documents, and shall be in accordance with the following:

(a) Amount of Security. Contractor shall provide as security to the City:
   1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the estimated total cost of the improvements. With this security, the form of which shall be subject to the City's prior approval, the Contractor shall assume faithful performance of the agreement and guarantee the improvements for one (1) year after the completion and acceptance of the last of such improvements against any defective workmanship or materials or

any unsatisfactory performance. The estimated total cost of the improvements shall be subject to prior approval of the City Engineer and shall provide for (a) no less than five (5) percent and no more than ten (10) percent of the estimated total cost for contingencies; and (b) an increase for projected inflation computed to the estimated midpoint of construction.

2. For Payment: Security in an amount equal to 100 percent (100%) of the estimated total cost of the improvements. With this security the form of which shall be subject to the City's prior approval, the Contractor shall guarantee payment to subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Contractor.

(b) Reduction or Release of Security. Upon acceptance of improvements by the City Council, and upon request of the Contractor, the improvement may be reduced as follows:

1. Security for performance and guarantee: Unless Contractor submits new or additional warranty security in an amount equal to ten percent (10 %) of the estimated total cost of the improvements, the security for performance and guarantee shall not be reduced or released in an amount greater than ninety percent (90%) of the aggregate principal amount thereof prior to the expiration of the one-year guarantee and warranty period specified in subsection (a)1 of this section, nor until all claims filed or deficiencies identified during such period have been settled or corrected. New or additional warranty security shall be released upon expiration of the one-year guarantee and warranty period, provided that all claims filed or deficiencies identified during the period have been settled or corrected.
2. Security for payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six months after acceptance of all of the improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon settlement or release of all claims and obligations for which the security was given.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform with state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in state in which construction project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

**LIABILITY INSURANCE**

Before the contract is executed on behalf of the City, a bidder to whom the contract has been awarded shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be named as an additional named insured with the bidder. The policy shall insure the City, its officers, its employees and its agents, including the Design Engineer and Construction Manager as additional named insured; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in

connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. Due to separate Los Angeles County Regional Park and Open Space District fund, it is also required that "Los Angeles County Regional Park and Open Space District" is added as an additional insured on any and all liability insurance policies applicable to the Project.

**INSURANCE POLICIES AND BONDS**

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

**SOCIAL SECURITY ACT**

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of CUDAHY of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

**TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to defend, indemnify and hold harmless the City of CUDAHY of and from any and all claims and demands made against the City or its officers, agents or employees by virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

**WAIVER OF LIENS**

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

**LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

**AWARD OF CONTRACT**

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of CUDAHY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 calendar days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

**EMPLOYMENT OF APPRENTICES**

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticable occupations, regardless of any other contractual or employment relationships alleged to exist.

**CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in 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.

**SUBCONTRACTS**

The Contractor is required to perform, with its own organization, contract work amounting to at least 40% of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement

**PROJECT CLOSE OUT DOCUMENTS**

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

**PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

1. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

2. The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

**CDBG FUNDING**

This PROJECT is funded by Community Development Block Grant (CDBG) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this CONTRACT. The following sections are provided for further clarification and apply to this CDBG funded project:

**RESPONSIVE BID**

The Bid meets the general requirements of the advertised *Notice to Contractors*. Bidding irregularities which result in the submission of a non-responsive bid include, but are not limited to the following:

- Submission of materially unbalanced bid
- Inclusion of conditions or qualifications not required (not provided for within the specifications)
- Bid Schedule does not include:
  - A unit bid price for each item
  - A total amount for the bid
- Failure to:
  - Sign the bid
  - Prepare the bid in ink
  - Furnish the required bid bond
  - Submit a Non-Collusion Declaration

- Submit addenda(s) / Submit signed addenda
- Non-compliance with HUD Section 3 requirements (if the cost of the project is over $200,000)

Please see Appendix B, B-7.2 for Section 3 Responsive Bidder Requirements.

**NON-COLLUSION DECLARATION**

The City reserves the right, before any award of the contract is made, to require any bidder to whom it may make an award of the principal contract, to execute a Non--Collusion Declaration.

**NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY**

1. **Equal Opportunity Clause.** During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the follows: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

   b. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

   f. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraph (1a) through (1g) in every subcontract or purchase order unless excepted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
   a. Including qualified small and minority businesses on solicitation lists.
   b. Assuring that small and minority businesses are solicited whenever they are potential sources.
   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
   d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.
3. Grantees are encouraged to procure goods and services from labor surplus areas.

**CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of Race, color, or national origin be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States on the grounds of race, color, natural origin, or sex be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**THE AGE DISCRIMINATION ACT OF 1975**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**REHABILITATION ACT OF 1973**

No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

**LOBBYIST CERTIFICATION**

Refer to Local Agency's County Lobbyist Certification.

**CONFLICT OF INTEREST**

In the procurement of supplies, equipment, construction, and services by sub- recipients, the conflict of interest provision in 24 CFR 85.36, OMB Circular a-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in 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.

**LABOR COMPLIANCE**

**Federal Davis-Bacon & State Prevailing Wages**
This is a federally-assisted construction project. Specifically, this project is funded in whole or in part with Community Economic Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions (HUD 4010 Form) including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

The Prime Contractor must ensure that each sub-recipient and lower-tier contract receives a copy of the Federal Wage Decision applicable to this project and the Federal Labor Standards Provisions (HUD 4010 Form).

Attention is directed to the Davis-Bacon Wage Determinations (29 CFR 1.5 and 1.6b) issued by the U.S. Department of Labor applicable to Federal-aid projects. These prevailing wage rates are listed by State at http:// www.wdol.gov.dba.aspx. Such prevailing wages are also inserted within the Specifications (Appendix IV) for reference purposes. Modification of Federal Wage Rates posted with ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

Attention is directed to the prevailing wage under Labor Code Section 1770. The Penalties for failure to pay prevailing wages and employ apprentices include forfeitures and debarment under Labor Code Section 1775 and 1777.7. The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776 (g). For State prevailing wage determinations please refer to http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html.

**Apprenticeship Program**
Attention is directed to the provisions in Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman.

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

**Section 3**
The estimated cost of this project is over $200,000, and therefore, this is a HUD Section 3 construction contract and all bidders must commit to employ low-income residents from the local community to achieve the Section 3 goals and to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids.

- First preference will be given to bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides reasonable bid and commits to

achieving the Section 3 employment training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

In order to receive consideration for the Section 3 bid preference, a bidder must submit the following forms with their bid proposal: Completed and signed a) Section 3 Business Certification form, and either b) Section 3 Resident Certification form(s), or c) Section 3 Economic Opportunity Plan in support of their Business Certification. In addition, the bidder must also provide a reasonable proposal that is within the Zone of Consideration.

A bidder who is not responsive to the Section 3 requirements of the Housing Development Act of 1968, will not receive consideration for a bid preference. Bidders wishing to register as Section 3 Business Concern can visit the HUD Section 3 website at https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome.

**OTHER CONTRACT PROVISIONS**

The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

# C. BIDDER'S PROPOSAL

**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**

| **Bidder's Name:** | |
|---|---|

In accordance with the City of CUDAHY's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of CUDAHY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of CUDAHY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of CUDAHY and this bid and the acceptance hereof may, at the City of CUDAHY's option, be considered null and void.

**BID SCHEDULE**

To the CUDAHY's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

**BID SCHEDULE**
**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601694-13 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**CITY OF CUDAHY**

| Item No. | Description | Quantity | Unit | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | CONSTRUCT PORTLAND CEMENT CONCRETE CURB PER SSPWC STD. PLAN 120-2, TYPE A1-6 ON 6" CMB. | 470 | LF | $_____ | $_____ |
| 2 | SAWCUT AND REMOVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (2' WIDE X10" THICK). PAVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (10" MIN.) | 120 | LF | $_____ | $_____ |
| 3 | CONSTRUCT CURB RAMP PER SSPWC STD. PLAN 111-5, CASE D, TYPE 1, ON 6" CMB. | 4 | EA | $_____ | $_____ |
| 4 | CONSTRUCT PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK ON 6" CMB. | 870 | SF | $_____ | $_____ |
| 5 | CONSTRUCT PORTLAND CEMENT CONCRETE CURB AND GUTTER PER SSPWC STD. PLAN 120-2, TYPE A2-8 & VAR. ON 6" CMB. | 40 | LF | $_____ | $_____ |
| 6 | LANDSCAPE AND IRRIGATION (COMPLETE) | 1 | LS | $_____ | $_____ |
| 7 | CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD. PLAN 110-2, W=20', R=5' ON 6" CMB. | 1 | LS | $_____ | $_____ |
| 8 | CONSTRUCT 4" ASPHALT CONCRETE PAVEMENT (2" AC TYPE C2 PG 64-10 OVER 2" AC TYPE B PG 64-10) | 300 | TON | $_____ | $_____ |
| 9 | CONSTRUCT 6" THICK CRUSHED MISCELLANEOUS BASE (CMB). | 400 | CY | $_____ | $_____ |
| 10 | INSTALL 4" THICK, 3/4" CLEAN CRUSHED AGGREGATE. | 1,900 | CY | $_____ | $_____ |
| 11 | RELOCATE EXISTING ELECTRIC SLIDING GATE (COMPLETE) INCLUDING ALL CONDUIT POLES, ELECTRICAL WORK, FENCING CUTTING AND WELDING, ETC. | 1 | LS | $_____ | $_____ |
| 12 | RELOCATE EXISTING 15' HIGH CHAIN LINK FENCE BEHIND NEW SIDEWALK INCLUDING FOUNDATIONS (48" DEEP AND 12" DIA. FOOTINGS). | 1 | LS | $_____ | $_____ |
| 13 | INSTALL 10' HIGH CHAIN LINK FENCE PER TECHNICAL SPECIFICATIONS (42" DEEP BY 12" DIA. FOOTINGS). POLE SPACING IS 10' ON CENTER MAX., 4" DIA. LINE POST. HIGH STRENGTH 83,000 PSI YIELD, SCH. 40 PIPE, ASTM F 1083-06. WIRE FABRIC 12.5 GAUGE. | 500 | LF | $_____ | $_____ |

ATTACHMENT A

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**BID SCHEDULE**
**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601694-13 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**CITY OF CUDAHY**

| Item No. | Description | Quantity | Unit | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 14 | INSTALL 16' HIGH CHAIN LINK FENCE PER TECHNICAL SPECIFICATIONS (48" DEEP BY 12" DIA. FOOTINGS). POLE SPACING IS 15' ON CENTER MAX., 8'-5/8" DIA. LINE POST. INTERMEDIATE GRADE SCH. 40 STEEL PIPE, ASTM F 1083-06, 50,000 PSI YIELD. WIRE FABRIC 12.5 GAUGE. | 330 | LF | $_____ | $_____ |
| 15 | INSTALL 2" THICK ROUND POLE PADS (6' HIGH BY 1' DIA.). | 5 | EA | $_____ | $_____ |
| 16 | INSTALL 2" THICK ROUND POLE PADS (3' HIGH AT BASE 24" THICK AND 1' DIA. 3' HIGH ON POLE). | 2 | EA | $_____ | $_____ |
| 17 | INSTALL WATER FOUNTAIN BY GLOBAL INDUSTRIES ITEM NO. T9FB442691, HALSEY TAYLOR ENDURA STEEL PEDESTAL ADA OUTDOOR DRINKING FOUNTAIN OR APPROVED EQUAL. | 1 | LS | $_____ | $_____ |
| 18 | INSTALL 2" PVC SCHEDULE 80 WATERLINE WITH A 2" SHUT-OFF VALVE 5 FEET FROM WATER FOUNTAIN. LINE TO BE 30" DEEP AND CONNECT TO EXISTING WATERLINE. | 90 | LF | $_____ | $_____ |
| 19 | CONSTRUCT RESTROOM BLDG. PAD PER SOILS REPORT RECOMMENDATIONS. | 60 | CY | $_____ | $_____ |
| 20 | INSTALL BLEACHERS PER PLANS. | 1 | LS | $_____ | $_____ |
| 21 | CONSTRUCT 4" PCC WALKWAYS ON 6" CRUSHED MISCELLANEOUS BASE. | 4,200 | SF | $_____ | $_____ |
| 22 | PARKING LOT LIGHT RELOCATION. COST INCLUDES REMOVAL OF EXISTING FOUNDATION, AND NEW FOUNDATION, PULLBOX, CONDUIT EXTENSIONS, WIRING, ETC. | 2 | EA | $_____ | $_____ |
| 23 | CONSTRUCT 6' WIDE BY 4" THICK DECOMPOSED GRANITE WALKING PATHWAYS WITH STABILIZER BY STABILIZER SOLUTIONS OR APPROVED EQUIVALENT. | 3,200 | SF | $_____ | $_____ |
| 24 | INSTALL NEW PULL BOX (#6) FOR STREET LIGHT | 9 | EA | $_____ | $_____ |
| 25 | INSTALL 2-INCH PVC - SCH 80 PIPE (30" DEEP) AND REPLACE EXISTING ELECTRICAL WIRES | 1,200 | LF | $_____ | $_____ |

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

**BID SCHEDULE**
**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601694-13 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**CITY OF CUDAHY**

| Item No. | Description | Quantity | Unit | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 26 | INSTALL HDPE EDGE FOR DECOMPOSED GRANITE (6" MIN DEPTH). | 1,150 | LF | $_____ | $_____ |
| 27 | ADA STRIPING AND SIGNAGE, AND PARKING LOT STRIPING. | 1 | LS | $_____ | $_____ |
| 28 | WHEEL STOPS. | 18 | EA | $_____ | $_____ |
| 29 | STORM DRAIN SYSTEM (COMPLETE). | 1 | LS | $_____ | $_____ |
| 30 | OFFSET STORM DRAIN SYSTEM. | 1 | LS | $_____ | $_____ |
| 31 | JUNCTION STRUCTURE FOR OFFSET STORM DRAIN CONNECTION. | 1 | EA | $_____ | $_____ |
| 32 | EXCAVATION AND EXPORT. | 4,700 | CY | $_____ | $_____ |
| 33 | DRAINAGE SYSTEM (1"X12") FOR ARTIFICIAL TURF. | 1 | LS | $_____ | $_____ |
| 34 | DEMOLITION AND DISPOSAL FOR ALL ITEMS PER DEMOLITION NOTES 1-18, NOT INCLUDED IN ALL OTHER ITEMS OF BID SCHEDULE. | 1 | LS | $_____ | $_____ |
| **TOTAL BID AMOUNT** | | | | | **$_____** |

**Total Price written in words:**_____

<table>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="4">Full compensation for the items listed to the site are considered as included in each Bid Item listed above as applicable, and no additional and/or separate compensation will be allowed.</td><td>Mobilization / Demobilization</td></tr>
<tr><td>Traffic Control, Public Convenience and Safety</td></tr>
<tr><td>SWPPP Implementation, Erosion Control and BMP'S</td></tr>
<tr><td>Clearing and Grubbing (See Note 1 below)</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
<tr><td colspan="2">Note 1:<br><br>300-1 CLEARING AND GRUBBING<br>The Contractor shall comply with the requirements of Section 300-1 of the Standard Specifications. Clearing and grubbing shall include removal of all existing natural and artificial objectionable materials from the right-of-way in construction areas, road approaches, material sites within the right-of-way, saw cutting and removal of Portland Cement Concrete (PCC). Tree pruning/root trimming shall be performed as necessary for curb, gutter and asphalt construction as well as other related work. This work shall be performed in advance of grading and paving operations and in accordance with section 300-1 of the Standard Specifications.<br><br>Full compensation for conforming to the requirements of this article shall be considered as included in contract bid prices paid for the various items of work and no additional compensation will be allowed therefor.<br><br>Subsection 300-1.4 Payment<br>The lump sum Bid price, or the Contract Unit Price per acre, bid for clearing and grubbing shall include full compensation for removal and disposal of all resulting materials.<br><br>When the Contract does not include a pay item for clearing and grubbing as specified above, and unless otherwise provided in the special provisions, full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be included in the Bid price for other items of work and no compensation will be allowed therefore.<br><br>It will be assumed that all costs for any and all necessary clearing and grubbing and removals required to complete the project per the plans and specifications and all applicable standards and requirements to complete the project are included in the various bid item prices and no additional compensation shall be allowed therefore.</td></tr>
</table>

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

**DESIGNATION OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:
BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from following subcontractors:

| Subcontractor Name | Work to be Performed | Contractor's License # | DIR # | Dollar Amount |
|---|---|---|---|---|
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| | | | | $_____ |
| **TOTALS** | | | | **$_____** |

**REFERENCES**

The City of CUDAHY is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

Bidders shall note that the work in this contract includes Synthetic turf drain bed, perforated pipe sub-drains, and synthetic turf system edge anchorage. The general contractor shall provide the synthetic turf aggregate base system and related appurtenances, including but not limited to sub-drains, concrete headers & edge anchorage details, ready to receive the synthetic turf fabric. It is the intent of this paragraph that all work necessary to provide synthetic sports turf, complete and ready for play, shall be included in the scope of the General Contract. Bidder shall provide relevant references, which shows that the bidder has the following qualifications:

- As installers of the synthetic turf base system:
- Possess a Class A California Engineering Contractor's License.
- Have prior direct experience in preparing a drainage base for synthetic turf sports fields and must have installed a minimum of 3 such base systems in California during the past 3 years, with a minimum size of 75,000 SF per field.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

| Reference Contact Information | Reference Project Name and Work Performed | Contract Value | Date Completed |
|---|---|---|---|
| Agency Name: | | | |
| Contact Name and Title: | | $_____ | |
| Contact Tel No: | | | |
| Agency Name: | | | |
| Contact Name and Title: | | $_____ | |
| Contact Tel No: | | | |
| Agency Name: | | | |
| Contact Name and Title: | | $_____ | |
| Contact Tel No: | | | |

**BONDS**

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

_____

**SITE INSPECTION**

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____
Date of Inspection: _____

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No._____ Dated_____
Addendum No._____ Dated_____
Addendum No._____ Dated_____
Addendum No._____ Dated_____
Addendum No._____ Dated_____

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

**AFFIRMATIVE ACTION CERTIFICATION**

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

**NONCOLLUSION DECLARATION**

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR

_____
(Project Name)

The undersigned declares:
I am the ____ of ____, 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 his or her 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 he or she 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 _____[date], at _____[city], _____[state]."

_____
(Signature)

_____
(Printed name)

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

**BIDDER INFORMATION**

| | | | |
|---|---|---|---|
| Bidder's Name: | | | |
| Address: | | | |
| Form of Legal Entity (i.e., individual, partnership, corporation, etc.) | | | |
| If a Corporation, State of Incorporation (i.e., Calif.) | | | |
| Valid State Contractor's License No. and Class | | | |
| DIR Registration No.: (Also provide DIR No's for subcontractors as separate attachment) | | | |
| *Contact Person Information:* | | | |
| Name | *Title* | *E-mail* | *Tel* |
| | | | |

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

_____

_____

_____

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

_____

_____

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

Previous contract performance history:

1. Was any contract terminated previously:_____
   *If the answer to the above is "yes", provide the following information:*
   Contract/project name and number:_____
   Date of termination:_____
   Reason for termination:_____
   Owner's name:_____
   Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?
   *If the answer to the above is "yes", provide the following information:*

Contract/project name and number:_____
Date of filing claim:_____
Reason for filing claim:_____
Owner's name:_____
Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?
   *If the answer to the above is "yes", provide the following information:*
   Contract/project name and number:_____
   Date of commencement of litigation:_____
   Reason for litigation:_____
   Owner's name:_____
   Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 201_.

BIDDER _____

_____

_____

_____

Subscribed and sworn to this _____ day of _____, 201_.

NOTARY PUBLIC _____

**PROPOSAL GUARANTEE/BID BOND**
**LUGO PARK IMPROVEMENTS**
**This is a CDBG Federally Funded Project**

KNOW ALL MEN BY THESE PRESENTS that _____ _____, as BIDDER, AND _____ _____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____dollars ($ ), which is 10 percent of the total amount bid by BIDDER to the City of CUDAHY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of CUDAHY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of CUDAHY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 201_.

BIDDER* _____

_____

SURETY* _____

_____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 201_.

NOTARY PUBLIC:_____

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

**ATTACHMENT A**

**THE FOLLOWING FORMS ARE REQUIRED TO BE COMPLETED AND SUBMITTED WITH THE BID:**

1. **NON-SEGREGATED FACILITIES CERTIFICATION**
2. **PAST PERFORMANCE CERTIFICATION**
3. **COUNTY LOBBYIST CERTIFICATION**
4. **WORKER'S COMPENSATION CERTIFICATION**
5. **CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**
6. **REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE**
7. **NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT**
8. **NOTICE OF SECTION 3 COMMITMENT**
9. **SECTION 3 ECONOMIC OPPORTUNITY PLAN**
10. **SECTION 3 RESIDENT CERTIFICATION**
11. **SECTION 3 BUSINESS CERTIFICATION**
12. **SECTION 3 SUMMARY REPORT**
13. **FEDERAL LOBBYIST CERTIFICATION**
14. **PROPOSAL/BIDDER STATISTICAL INFORMATION FORM**
    **(Due to separate Los Angeles County Regional Park and Open Space District fund, this for is required by "Los Angeles County Regional Park and Open Space District")**

## 1. NON-SEGREGATED FACILITIES CERTIFICATION

# 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: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

## 2. PAST PERFORMANCE CERTIFICATION

### 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: _____ Project Number: _____ Contract Award: $_____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees_____

Affiliate Company: _____

By: _____

Title: _____

**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.

## 3. COUNTY LOBBYIST CERTIFICATION

### County Lobbyist Certification

Name of Firm: _____ Date: _____

Address: _____

Telephone: (_____) _____ _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles, to the Community Development Commission, County of Los Angeles, and to the City of _____, as the local contracting agency (LCA);

1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

_____ *(Print Name of Contractor's Authorized Representative)*

_____ *(Signature of Contractor's Authorized Representative)*

_____ *(Title)*

_____ *(Date)*

## 4. WORKER'S COMPENSATION CERTIFICATION

# 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: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

**5. CONTRACTOR'S LIST OF PROPOSED SUBCONTRACTORS**

**This form will be submitted by the selected contractor after determination of lowest responsive bidder and when requested by the City.**

**For the bid submittal, bidders shall complete the table on Page C-__ in Section titled "DESIGNATION OF SUBCONTRACTORS"**

## CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

PROJECT NAME _____ AWARDING AGENCY _____

Location: _____ Project Number: _____

| SUBCONTRACTORS: Name, Address, and Telephone Number | Employer Identification Number | Contractor License Number | Contract Amount | Estimated Start Date | Estimated Completion Date | TRADES TO BE USED |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signature _____ Name and Title _____

Date _____ Company Name _____

## 6. REQUEST FOR ADDITIONAL CLASSIFICATION AND RATE

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

**HUD FORM 4230A**
OMB Approval Number 2501-0011
(Exp. 09/30/2006)

| | |
|---|---|
| 1. FROM (*name and address of requesting agency*) | 2. PROJECT NAME AND NUMBER<br><br>3. LOCATION OF PROJECT (City, County and State) |
| 4. BRIEF DESCRIPTION OF PROJECT | 5. CHARACTER OF CONSTRUCTION<br>☐ Building ☐ Residential<br>☐ Heavy ☐ Other (specify)<br>☐ Highway |
| 6. WAGE DECISION NO. (include modification number, if any)<br>☐ COPY ATTACHED | 7. WAGE DECISION EFFECTIVE DATE |

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

| | |
|---|---|
| 9. PRIME CONTRACTOR (name, address) | 10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address) |

**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 as explained in agency referral. DOL decision requested.**

| | | |
|---|---|---|
| Agency Representative<br>*(Typed name and signature)* | *Date*<br><br>*Phone Number* | **FOR HUD USE ONLY**<br>**LR2000:**<br><br>**Log in:**<br><br>**Log out:** |

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

## 7. NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

# EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned 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.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (Title)

## 8. NOTICE OF SECTION 3 COMMITMENT

# NOTICE OF SECTION 3 COMMITMENT

**TO:** _____
(Name of Labor Union, Workers Representative, etc.

_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

| Minimum Number | Job Classification |
|---|---|
| | |
| | |
| | |
| | |

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____ . For additional information, you may contact _____ , _____ at (_____) _____.
Contact Person's Name Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____ By: _____
(Print Name) (Signature)

_____ _____
(Date) (Title)

## 9. SECTION 3 ECONOMIC OPPORTUNITY PLAN

# SECTION 3 ECONOMIC OPPORTUNITY PLAN

| | | |
|---|---|---|
| 1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor) | 2. Federal Identification: (Contract/Award No.) | 3. Dollar Amount of Award: |
| | 4. Contact Person: | 5. Phone: (include Area Code) |
| | 6. Reporting Period: | 7. Date Report Submitted |
| 8. Program Code: | (Use a separate sheet for each Program Code) | |

**Program Codes**
1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation and Modernization 4. Homeless Assistance 5. HOME
6. HOME - State Administered 7. CDBG – Entitlement 8. CDBG - State Administered 9. Other CD Programs 10. Other Housing Programs

### Part I: Employment and Training Commitment

| JOB CLASSIFICATION | TOTAL NEW HIRES | SECTION 3 NEW HIRES | % of Aggregate Hires Who are Section 3 Residents |
|---|---|---|---|
| Professionals | | | % |
| Technicians | | | % |
| Office/Clerical | | | % |
| Trade: | | | % |
| Trade: | | | % |
| Trade: | | | % |
| Trade: | | | % |
| Total: | | | % |

### Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

| NAME OF SECTION 3 BUSINESS CONCERN | SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT | CONTRACT AMOUNT |
|---|---|---|
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| | | $ |
| | TOTAL | $ |
| **Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:** | | % |

## 9. SECTION 3 ECONOMIC OPPORTUNITY PLAN (continues)

*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit http://www.calwia.org/lwia/index.cfm

- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.

- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.

- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.

- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting http://www.dir.ca.gov/databases/das/aigstart.asp

- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.

- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com

## 10. SECTION 3 RESIDENT CERTIFICATION

### SECTION 3 RESIDENT CERTIFICATION
(2015 INCOME GUIDELINES)

Name: _____

Address: _____

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

**1.** ☐ I am a Public Housing Resident (Specify Name of the Public Housing site):

_____

**2.** ☐ I am a low-income resident of the metropolitan area of Los Angeles/Orange County, based on the following:

Select your **Family Size** and gross annual **Income Limits** (from all sources):

| FAMILY SIZE | INCOME LIMITS | | | |
|---|---|---|---|---|
| 1 | ☐ $17,150 or Less | ☐ $17,151 to $29,049 | ☐ $29,050 to $46,499 | ☐ $46,500 or More |
| 2 | ☐ $19,950 or Less | ☐ $19,950 to $32,199 | ☐ $32,200 to $53,149 | ☐ $53,150 or More |
| 3 | ☐ $22,450 or Less | ☐ $22,450 to $37,349 | ☐ $37,350 to $59,799 | ☐ $59,800 or More |
| 4 | ☐ $24,900 or Less | ☐ $24,900 to $40,499 | ☐ $41,500 to $66,399 | ☐ $66,400 or More |
| 5 | ☐ $28,410 or Less | ☐ $28,410 to $44,849 | ☐ $44,850 to $71,749 | ☐ $71,750 or More |
| 6 | ☐ $32,570 or Less | ☐ $32,570 to $48,149 | ☐ $48,150 to $77,049 | ☐ $77,050 or More |
| 7 | ☐ $36,730 or Less | ☐ $36,730 to $50,499 | ☐ $50,500 to $82,349 | ☐ $82,350 or More |
| 8 | ☐ $40,890 or Less | ☐ $40,890 to $54,799 | ☐ $54,800 to $87,649 | ☐ $87,650 or More |

**3.** ☐ I am not a public Housing or low-income resident of the metropolitan area of Los Angeles/Orange County.

Under penalty of perjury; I certify that the above information is true and correct:

_____ _____
Employee Signature Date

To Be Completed by Employer

The above-named person is; ☐ a permanent full-time ☐ new-hire employee, who was hired on: _____

This person's job Classification is: _____

_____ _____ _____ _____
*Business Name* *Print Name of Owner/Agent* *Signature of Owner/Agent* *Date*

**To Be Completed By Local Contracting Agency (LCA)**

**Preference Category:** ☐ Targeted Service Area ☐ Youthbuild ☐ McKinney Homeless ☐ Other Section 3

**Census tract Number**: _____ **Income Level:** ☐ Extremely Low ☐ Very low ☐ Low ☐ Moderate

_____ _____ _____
*Print Name of Section 3 Coordinator* *Signature* *Date*

## 11. SECTION 3 BUSINESS CERTIFICATION

# SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: _____

Business Address: _____

_____

Telephone Number: _____ Contract/Bid Amount: $_____

**1.** The above mentioned business firm is a Section 3 business concern based on the following qualifications:

☐ **51-percent owned by Section 3 Residents**
(Submit Resident Certifications with this business certification form)

☐ **At least 30-percent Permanent, full-time employees are Section 3 Residents**
Total Number of all full-time employees _____ , Number of Section 3 qualified Employees _____
(Submit the Resident Certification form(s) with this Business Certification form)

**2.** The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

☐ **Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to:
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

**THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

_____ _____
**Signature of Owner/Principal** **Date**

_____ _____
**Business Name** **License Number**

To Be Completed by Local Contracting Agency

Preference Category: ☐Targeted Service Area ☐Youthbuild ☐Other - Census Tract Number: _____

## 12. SECTION 3 SUMMARY REPORT

### Contractor's SECTION 3 Economic Opportunity Report

| Name and Address ☐Contractor ☐Subcontractor: | | | Date Report Submitted |
|---|---|---|---|
| | Contact Person: | | Phone: (include Area Code) |
| | Federal EIN: | | Dollar Amount of Contract: |
| | Project Number: | Project Name: | |

**Part I: Employment & Training Opportunities provided to low-income individuals** (Minimum Goal: 30% of New Hires)

| JOB CLASSIFICATION | TOTAL NEW HIRES | LOW-INCOME NEW HIRES | % of Aggregate Hires Who are low-income |
|---|---|---|---|
| Technicians | | | % |
| Office/Clerical | | | % |
| Professionals | | | % |
| Construction Trade: | | | % |
| Construction Trade: | | | % |
| **TOTALS** | | | **%** |

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

| Name of Qualified Business Concern | Construction or Non-construction Contract | Amount |
|---|---|---|
| | | $ |
| | | $ |
| | | $ |
| 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 aggregate new hires. (Attach Resident Certifications)
☐Awarded Subcontracts 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 (Documented by ☐ Memo-to-File, ☐ Photographic, ☐Inspector's Notes, ☐Other - _____)
- ☐Contacts with community organizations
- ☐Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

☐Participated in a program which promotes the training or employment of low-income individuals (Attach supporting documentation)
☐Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses (Attach supporting documentation)
☐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 opportunities.

☐OTHER: _____

_____ (Attach supporting documentation)

## 12. SECTION 3 SUMMARY REPORT (Continued)

**Section 3 Summary Report**
Economic Opportunities for
Low- and Very Low-Income Persons

**U.S. Department of Housing and Urban Development**
Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043
(exp. 6/30/2004)

HUD Field Office:

See back of page for Public Reporting Burden statement

| 1. Recipient Name & Address: (street, city, state, zip) | 2. Federal Identification: (contract/award no.) | 3. Dollar Amount of Award: |
|---|---|---|
| | 4. Contact Person: | 5. Phone: (include area code) |
| | 6. Reporting Period: | 7. Date Report Submitted: |

8. Program Code: * (Use a separate sheet for each program code)

9. Program Name:

**Part I: Employment and Training** (** Include New Hires in columns E & F.)

| A<br>Job Category | B<br>Number of New Hires | C<br>Number of New Hires that are Sec. 3 Residents | D<br>% of Aggregrate Number of Staff Hours of New Hires that are Sec. 3 Residents | E**<br>% of Total Staff Hours for Section 3 Employees and Trainees | F**<br>Number of Section 3 Employees and Trainees |
|---|---|---|---|---|---|
| Professionals | | | | | |
| Technicians | | | | | |
| Office/Clerical | | | | | |
| Construction by Trade (List)<br>Trade | | | | | |
| Trade | | | | | |
| Trade | | | | | |
| Trade | | | | | |
| Trade | | | | | |
| Other (List) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **Total** | | | | | |

***Program Codes**
1 = Flexible Subsidy
2 = Section 202/811
3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization
4 = Homeless Assistance
5 = HOME
6 = HOME-State Administered
7 = CDBG-Entitlement
8 = CDBG-State Administered
9 = Other CD Programs
10 = Other Housing Programs

form **HUD-60002** (6/2001)
ref 24 CFR 135

Page1 of 2

## 12. SECTION 3 SUMMARY REPORT (Continued)

**Part II: Contracts Awarded**

1. Construction Contracts:

| | |
|---|---|
| A. Total dollar amount of all contracts awarded on the project | $ |
| B. Total dollar amount of contracts awarded to Section 3 businesses | $ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | % |
| D. Total number of Section 3 businesses receiving contracts | |

2. Non-Construction Contracts:

| | |
|---|---|
| A. Total dollar amount of all non-construction contracts awarded on the project/activity | $ |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses | $ |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses | % |
| D. Total number of Section 3 businesses receiving non-construction contracts | |

**Part III: Summary**

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

____ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

____ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

## 12. SECTION 3 SUMMARY REPORT (Continued)

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

**Instructions:** This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any ***public and Indian Housing programs*** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to ***recipients of housing and community development assistance in excess of $200,000*** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to ***contracts and subcontracts in excess of $100,000*** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to ***employment and training***, The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to ***contracting***, and Part III summarizes recipients' ***efforts*** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. ***Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.***

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.

4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.

6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.
8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name:Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

**Part I: Employment and Training Opportunities**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

**Column B:** Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column C:** Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

**Column F:** Enter the number of Section 3 residents that were employed and trained in connection with this award.

**Part II: Contract Opportunities**

**Block 1**: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

**Block 2:** Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

**Part III: Summary of Efforts** - Self-explanatory

Submit two (2) copies of this report to the to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. ***Low-income persons*** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. ***Very low-income persons*** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

form **HUD-60002** (6/2001)
ref 24 CFR 135

## 13. FEDERAL LOBBYIST CERTIFICATION

# FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: (  ) _____

---

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

1) No Federal appropriated funds have been paid by or on behalf of the above named firm 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 contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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 or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients 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 the 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.

Authorized Official:

_____ (Contractor/Subcontractor)

By: _____ (Signature)

_____ (Date)

_____ (Title)

## 14. PROPOSAL/BIDDER STATISTICAL INFORMATION FORM
## (Due to separate Los Angeles County Regional Park and Open Space District fund, this for is required by "Los Angeles County Regional Park and Open Space District")

Exhibit D-3

### PROPOSER/BIDDER STATISTICAL INFORMATION FORM

All proposers/bidders responding to the solicitation must complete and submit this form in order for their proposer or bid to be considered. The information requested in the form will be used solely for statistical purposes. The contract(s) and/or subcontract(s) will be awarded without regard to gender, race, color, creed, or national origin.

1. Type of business entity:
   - ☐ Sole partnership
   - ☐ Nonprofit organization
   - ☐ Partnership
   - ☐ Franchise
   - ☐ Corporation
   - ☐ Limited Liability Corporation
   - ☐ Other: _____

2. Total number of employees in firm/organization, including owners: _____

3. Break down the total number of employees in your firm/organization into the following categories:

| Race/Ethnicity | Owners, Partners, and Associate Partners: Male | Owners, Partners, and Associate Partners: Female | Managers | Staff |
|---|---|---|---|---|
| Black / African-American | | | | |
| Hispanic / Latino | | | | |
| Asian-American / Pacific Islander | | | | |
| American Indian / Alaska Native | | | | |
| Filipino American | | | | |
| White | | | | |
| Other | | | | |

4. Indicate, by percentage, how ownership of the firm/organization is distributed:

| | Black / African-American | Hispanic / Latino | Asian-American / Pacific Islander | American Indian / Alaskan Native | Filipino-American | White | Other |
|---|---|---|---|---|---|---|---|
| Men | | | | | | | |
| Women | | | | | | | |

5. If your firm is currently certified as a Minority (MBE), Women (WBE), Disadvantaged (DBE), and/or Disabled Veteran (DVBE) Business Enterprise by a public agency, indicate the Business Enterprise certification of your firm, the certifying agency, and the expiration date of the certification:

| MBE | WBE | DBE | DVBE | Name of Certifying Agency | Expiration Date |
|---|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | | |
| ☐ | ☐ | ☐ | ☐ | | |
| ☐ | ☐ | ☐ | ☐ | | |
| ☐ | ☐ | ☐ | ☐ | | |
| ☐ | ☐ | ☐ | ☐ | | |
| ☐ | ☐ | ☐ | ☐ | | |

**ATTACHMENT A**

# D. SPECIFICATIONS

**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**

## STANDARD SPECIFICATIONS

GENERAL

The Standard Specifications for this project is the Standard Specifications for Public Works Construction (Latest Edition), except as amended by the project plans, specifications and contract documents, supplementary conditions, and/or other applicable contract documents.

In case of conflict the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

NOTIFICATION

The Contractor shall notify the City of CUDAHY and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

CITY HOLIDAYS

City offices are closed on the following days: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

AS- BUILT DRAWINGS

Provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "As Built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the "As Built" prints to the City. Please note, that failure to submit an "As Built" set of drawings as noted above will result in the retention payment being delayed.

**ATTACHMENT A**

## SPECIAL PROVISIONS

DESCRIPTION OF WORK

1. Scope of the Work covered by Contract Documents:

   The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place, of those items as shown on the bid set of drawings (or amended drawings) and as included in these Special Technical Provisions.

2. Contractors Duties:

   Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

3. Contracts:

   Construct entire work under one contract with the City.

4. Allotted Working Space:

   The contractor shall be responsible for storing his materials and equipment and to use a work yard as necessary. The work yard area shall be subject to the approval of the City if it is located within the Allotted Working Area. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within the Allotted Working Space except in the approved work yard area. Storage of items, equipment or materials in the work yard area are at the sole risk of Contractor with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the work yard area and equipment to the contractor's satisfaction, and to restore the assigned area to its original, pre-use condition, or better, to the satisfaction of the City.

5. Acceptance of Site:

   The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

6. Maintenance of Existing Plantings, Improvements and Facilities:

   The Contractor shall protect and maintain all existing trees and shrubs (plantings) to remain from the first day of work under this contract to acceptance. In similar fashion, Contractor shall protect and maintain all improvements and facilities in place to remain from the first day of work under this contract to acceptance. Contractor shall notify City Engineer of any damage to any existing plantings, improvements or facilities as soon as possible. Contractor shall replant or repair any damage to the satisfaction of City Engineer at no cost or extra burden to the City.

7. Survey and Layout:

   Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise

layout work to the satisfaction of the Public Works Director or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

8. Limits of Work:

   Limits of work shall be the legal property boundaries of the site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

GENERAL PROCEDURES

1. Specifications and Drawings Complementary:

   The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.

2. Order of Precedence of Contract Documents:

   In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

   a. Contract
   b. Specifications
   c. Drawings

   Within the Specifications the order of precedence is as follows:

   a. Addenda/Change Orders
   b. Special Specifications
   c. Instructions to Bidders
   d. Notice to Contractors
   e. Standard Drawings
   f. Referenced Standard Specifications

   With reference to the Drawings the order of precedence is as follows:

   a. Figures govern over scaled dimensions
   b. Detail drawings govern over general drawings
   c. Addenda/Change Order drawings govern over Contract Documents
   d. Contract Documents govern over standard drawings
   e. Contract Drawings govern over shop drawings

3. Discrepancies in the Contract Documents:

   Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Public Works Director or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Public Works Director or his/her designee, and no additional payment or time shall be allowed therefor,

except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Public Works Director or his/her designee. The Contractor shall be compelled to act on the Public Works Director or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the Public Works Director or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

4. Errors and Omissions:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Public Works Director or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor in writing accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Public Works Director or his/her designee in writing.

5. Changed Conditions:

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

6. Construction Staking:

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans.

Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

7. Notice to Proceed:

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

8. Contract Time:

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated within the specified construction duration and per the approved construction schedule. The date construction shall begin will be specified in a Notice to Proceed.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a

reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Record Drawings:

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

11. Materials:

Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

Material List:

A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

The material list shall be submitted using the following sample layout (double spaced between each item).

| Item No. | Description | Manufacturer | Model Number |
|---|---|---|---|
| 1. | material | ABC Corp. | XXX |

Approval of Substitutes:

Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or

samples submitted.

Contractor's Responsibility:

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

12. Inspection and Testing:

All materials furnished and all work performed under the Contract shall be subject to review by the Public Works Director or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Public Works Director or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Public Works Director or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Standard progress billing and public works inspections shall be requested by the Contractor at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work

covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

13. Construction Schedule:

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Public Works Director or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

14. Markup:

For extra work and change orders the following percentages shall apply:

A. LABOR COSTS
   1. Labor markup for employer taxes standard federal/state rates, approximately: 10%
   2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%
   3. Labor overhead markup: 10%
   4. Profit markup: 10%

B. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS
   Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

C. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The subcontractor costs shall be established using the same cost accounting principal above.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or vehicles used by foremen unless authorized in

advance by the Engineer.

REMOVALS AND GRADING

1. Removals

1.1 All material removed from the project shall be disposed of by the Contractor in an acceptable manner in an area approved by the City Engineer. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, P.C.C. and asphalt concrete (including base, where applicable), pipes, traffic signals and appurtenances, and miscellaneous items as shown on the Plan.

a. Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.

b. Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

1.2 A.C. and P.C.C. Pavement and P.C.C. Curb and/or Gutter, Walk and Driveways. Unless otherwise specified on Plans, all improvements to be removed must be sawcut. Complete removal of base shall be included as a part of the removal of these items and shall be included in the bid price therefor. Existing base may be reused if it conforms to the requirements of the Standard Specifications.

1.3 Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item.

1.7 Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.

1.8 Existing Pavement Sections. The thicknesses of existing AC and PCC pavement and base sections may vary. Thicknesses, if shown, are intended to indicate the approximate quantities for removals and are in no way guaranteed. No extra payment shall be allowed for variances found in the field.

2. Earthwork

2.1 Excavation. Excavation shall include removing, hauling, disposing and placing in fill embankment

all materials below the existing base to the subgrade elevations indicated on the plan. Earthwork, subgrade preparation and fine grading shall conform to the applicable requirements of Section 300-2 and other pertinent sections of the Standard Specifications. The Contractor shall be responsible to meet grades shown on the plan, including removal of excess excavation, import of top soil and structural backfill, as applicable. The City neither warrants nor implies that there will be an earth balance on this project.

Attention is directed to the Standard Specifications regarding the protection and preservation of existing soil and fences during excavations. The Contractor shall use temporary shoring or other protective methods to support these improvements and insure that no damage will result to them by virtue of the Contractor's work.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in various bid prices, and no additional compensation will be allowed therefor.

2.2 Unsuitable Material. If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made at the unit price bid for Base, except the City shall be entitled to a credit to be negotiated if select fill or a lower classification of base material is used for replacement material.

2.3 Grading. All grading operation shall conform to section 300-4 of SSPWC

3. Subgrade Preparation

3.1 Section 301-1 of the Standard Specifications is hereby supplemented by the following section:

a. Contractor shall immediately review the site to discover all surface improvements, including all utility vaults, manholes, valve covers, pull boxes, and other culture, which may or may not be shown on the plans. Contractor shall be responsible to make minor adjustments to the subgrade as necessary to join.

b. Contractor shall be responsible to report any discrepancies or problems to the Inspector immediately and shall be responsible to plan and schedule its operations in such a manner so as not to create a delay should a review be required by the Engineer.

c. Contractor shall be responsible to adjust pull boxes and valve covers to grade, if required, subject to the approval of the utility company.

d. Adjustment of Valve Covers to Grade. Contractor shall be required either to remove valve covers below the depth to be removed and restore said covers to finish grade upon completion of each day's paving or to conduct its operations in such a manner as to not disturb said items. The Contractor, at its own expense, shall be responsible to repair or replace any valve covers damaged by its operations.

CONCRETE AND ASPHALT CONCRETE

1. P.C.C. CONSTRUCTION

1.1 General

a. Where new construction joins existing construction, the new work shall be made to match the existing concrete in grade, color, finish and scoring as nearly as practicable.

b. Contractor shall construct and install a two-inch (2") wide joint filled with Joint Sealing compound, at all joins between concrete pavement and asphalt concrete pavement in conformance with the manufacturer's instructions for use. The Joint Sealing compound shall conform to Type "C" Sealant per Section 201-3 of the Standard Specifications. The Contractor shall obtain approval for the proposed sealing compound and method of application from the City Engineer prior to use. All excess sealing compound shall be thoroughly cleaned up and removed.

1.2 Sidewalk and Wheelchair Ramps. Shall be constructed in accordance with Section 303-5 of the Standard Specifications.

1.3 Curb, curb and Gutter, Valley Gutter, driveways. Curb and gutter shall be constructed with standard forms or with slip-forms per Section 303-5.2 of the Standard Specifications. Modify height to match existing curb & gutter at the join point and match top of sidewalk where the sidewalk is adjacent to curb.

1.4 Catch basin. Catch basin construction shall be per section 303 of the SSPWC.

1.5 Masonry and brick. Masonry and brick walls and pilasters construction shall conform to section 303-4 of the SSPWC.

1.6 Pipe. Cast iron pipe shall conform to section 207 of the SSPWC.

1.7 Protection. The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following placement thereof. If new concrete work is marked, the Contractor shall replace it at his/her expense in accordance with Section 300-1.3 of the Standard Specifications.

2. ASPHALT CONCRETE

2.1 Permanent Pavement. Asphalt Concrete (AC) shall conform to the provisions of Subsections 203-6 and 302-5 of the Standard Specifications. The surface course shall be Class C2-PG 64-10. AC not otherwise specified shall be Class B-PG 64-10. AC used for leveling course shall be Class D2-PG 64-10.

2.2 Temporary Pavement. Temporary AC Pavement shall conform to the above requirements, except temporary AC will be Class D2-PG 64-10. All trenches and travel lanes must be paved with temporary AC until permanent pavement has been constructed.

2.3 Tack Coat. A tack coat shall be applied between base and finish courses when the finish course is not placed immediately after the base course, and the existing paved surfaces where new asphalt

concrete overlaps existing pavement or abuts existing pavement along cut trench edges or curbs. Tack coat shall be as specified in section 302-5.3 of the Standard Specifications.

2.4 Leveling Course. Leveling course shall be Type III-D-PG 64-10 and shall conform to the provisions of Section 400-4 of the Standard Specifications.

2.5 Payment. There shall be no payment for furnishing installation, maintenance, removal or disposal of temporary AC pavement, and all costs thereof shall be absorbed in bid prices for work to which the temporary pavement is necessary.

3. BASE

3.1 Sections. Where known to be required, base is shown on the Plan and included in the Bidders Proposal.

3.2 Material Specification. Aggregate base for pavement, curb, gutter and other improvements shall be Crushed Aggregate Base and shall conform to Section 200-2 of the Standard Specifications. Construction shall conform to Section 301-2 of the Standard Specifications.

CONSTRUCTION COORDINATION, PHASING, & RECYCLING

1. Utility Companies Coordination

1.1 The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

1.2 The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.

1.3 The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

1.4 It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

1.5 The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-422-4133 at least 48 hours prior to any excavation.

1.6 If in the course of construction the Contractor damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

1.7 All sewer, including lateral repairs, shall be constructed of vitrified clay pipe only, unless otherwise approved in writing by the engineer. Plastic pipe shall not be used.

2. City of CUDAHY License and Permit. The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.

3. Excavation - Changed Conditions. Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:

3.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:

a. Material that the 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.

b. Subsurface or latent physical conditions at the site differing from those indicated.

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 the character provided for in the contract.

3.2 The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.

3.3 In the event that a dispute arises between the City and the Contractor 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, the 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. The 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.

4. Public Convenience and Safety

4.1 The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard

Specifications, shall be applicable to this project.

4.2 At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.

4.3 During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.

4.4 Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

5. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.

6. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

7. Water Pollution Control. The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

   All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

   The following are the areas to be addressed:
   1. Handle, store and dispose of materials properly.
   2. Avoiding excavation and grading activities during wet weather.
   3. Construct diversion dikes and drainage swales around working sites.
   4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
   5. Develop and implement erosion control plans.
   6. Check and repair leaking equipment away from construction site.
   7. Designate a location away from storm drains for refueling.
   8. Cover and seal catch basins whenever working in their vicinity.
   9. Use vacuum with all concrete sawing operations.
   10. Never wash excess material from aggregate, concrete or equipment onto a street
   11. Catch drips from paver with drip pans or absorbent material.

12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

8. Solid Waste Management and Recycling Plan.

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

A. Types of materials for recycling, reuse or sorting
B. Estimated quantities
C. Separation requirements
D. On site storage
E. Transportation methods
F. Destinations
G. Plan manager (contractor's representative)

Prior to issuance of a demolition and/or grading permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

9. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the

place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

TRAFFIC REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

One lane of travel for thru traffic in each direction shall be maintained at all times during construction.

Work shall be done on work days, Monday through Friday, excluding legal holidays and weekends.

All work and materials to implement construction staging and traffic control shall comply with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

1. Street Closures, Detours and Barricades.

1.1 All costs involving street closures, detours, delineators and barricades shall be paid by the Contract.

1.2 The Contractor shall notify:

The City Engineer at least ten (10) working days before closing or partially closing any street or alley.

1.3 The Contractor shall notify the following agencies at least two (2) working days before closing or partially closing any street or alley:
CUDAHY Police Department
CUDAHY Fire Department

1.4 Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

1.5 The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer. The Contractor will be allowed no more than one (1) work day to remove graffiti.

1.6 All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

1.7 All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS.

STREET EXCAVATIONS

a) Every person making an excavation, cut or fill in or under a street shall restore the surface thereof in accordance with the provisions of this section.

b) Every person making an excavation, cut or fill in or under a street shall, until the permanent pavement is replaced:

1) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.

2) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.

3) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars ($10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.

4) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Public Works Director or his/her designee. A fee of Ten Dollars ($10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.

5) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars ($10.00) per square foot of paint and Five Dollars ($5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.

6) Maintain a telephone or telephones where he can be reached twenty-four (24) hours a

day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the CUDAHY Police Department.

7) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.

8) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.

9) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.

10) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.

11) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.

c) Every person making an excavation, cut or fill in a paved City street shall maintain the surface thereof in good condition for a period of two (2) years following the date of issuance of the permit therefor.

2. Minimum Requirements for Maintaining Traffic Flow.

2.1 Work shall be permitted only under the following conditions:

a. The Contractor shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.

b. Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.

c. Also, see subsection 3 hereinafter.

2.2 Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.

2.3 Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devises must comply with the City of CUDAHY requirements for nighttime noise standards at adjacent private property lines.

2.4 If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City of CUDAHY, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

3. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during the holiday period which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day.

4. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

2. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

3. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Public Works Director or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

4. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Public Works Director or his/her designee may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay attributable to the Contractor but may be allowed on extension of time if the Public Works Director or his/her designee agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Public Works Director or his/her designee and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Section 6-6.4 of the Standard Specifications.

   The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

   The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

   It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor

hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

All claims which do not exceed the sum of three hundred seventy-five thousand dollars ($375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims" as follows:

(1) Informal negotiation between the City and general contractor.
(2) Mediation with the general contractor.
(3) Arbitration.
(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

6. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

   Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

   Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

   There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

   The payment of amounts due to the Contractor shall be contingent upon the Contractor and

subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

## ADDITIONAL TECHNICAL SPECIFICATIONS

REFER TO STANDARD SPECIFICATIONS FORT PUBLIC WORKS CONSTRUCTION FOR SECTIONS INDICATED BELOW CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.2.1 General. [Add the following prior to the first paragraph]:
Portland cement concrete shall be 560-C-3250, Type V, high early strength.

SECTION 300- EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. The following paragraphs shall be added to this Subsection:

CONTRACTOR shall prevent dust or other materials from becoming a nuisance or annoyance. Clean up of dust and other materials shall be provided at the request of the Engineer, and shall be at the CONTRACTOR'S expense. CONTRACTOR shall maintain dust control at all times by using a vacuum/broom type sweeper by sweeping daily in all areas where work is occurring.

300-1.2 Preservation of Property [Add the following]:

The CONTRACTOR shall consult the records and drawings of adjacent work and of existing services and utilities, which may affect site work operations.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General. The text of Subsection 300-1.3.1 is hereby deleted and replaced with the following paragraphs:

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense.

All materials indicated to be removed shall be recycled immediately at the CONTRACTOR's expense at a site approved by the Engineer, per the requirements highlighted in Section 7-15 of these Contract Documents. No demolished materials shall be stored in the Work Area or Staging Area at any time, but instead shall be removed and recycled immediately.

In addition to the work outlined in Subsection 300-1 of the SSPWC, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Maintain dust control at all times by using a vacuum/broom type sweeper by sweeping daily in all areas where work is occurring.

2. Removal and disposal of unsuitable materials. Sawcut and removal of existing AC pavement and pavement base as shown on the Contract Plans and vacuuming of all materials.

3. Protection of existing and relocating utility structures prior to and during construction of proposed improvements.

4. Maintenance of project appearance and street sweeping.

5. Control of water and dewatering of construction

6. Cleanup of project area upon completion of work.

7. Potholing of Existing Utilities.

8. Other removals, demolition, and/or abandonment items as required to construct the required improvements and as shown on the Contract Plans and as determined by the Engineer.

9. Other items of work as directed in these Special Provisions.

If existing infrastructure items such as, but not limited to, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, existing landscaping, and traffic control loop detectors are damaged due to or associated with the construction of the proposed improvements, then the CONTRACTOR shall replace, repair or restore the damaged work to the satisfaction of the Engineer at the CONTRACTOR's expense.

SECTION 301 - TREATED SOILS, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction

The first sentence of subsection 301-1.3 of the SSPWC is hereby deleted and replaced with the following:

The subgrade material shall be compacted to a relative compaction of 90 percent.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements

303-5.1.1 General. This section is hereby deleted and replaced with the following:

Portland Concrete Cement (PCC) items shall be constructed in accordance with Section 303-5 of the SSPWC, referenced Standard Drawings, and as listed herein. Slab thickness and curb heights shall be as shown on the Construction Plans and applicable Standard Drawings.

Portland cement concrete (PCC) mix shall be 560-C-3250 Type V high early cement, for curb and gutter,

driveway, local depression, and sidewalks. Concrete shall meet the requirements of Sections 201-1, 303-5 and 400-3 of the SSPWC, and as amended in these Contract Documents.

If existing infrastructure items such as, but not limited to, curb, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, and existing landscaping are damaged due to or associated with the construction of the proposed improvements, then the Contractor shall replace, repair or restore the damaged work to the satisfaction of the Resident Engineer at the Contractor's expense.

The Contractor shall install yellow colored truncated domes at all curb ramps as part of the ramp cost.

**ATTACHMENT A**

# TECHNICAL SPECIFICATIONS FOR SYNTHETIC SPORTS TURF BASE PREPARATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Work Included: Synthetic turf drain bed, perforated pipe sub-drains, and synthetic turf system edge anchorage.

B. Related work specified elsewhere:
   1. Excavation
   2. Irrigation
   3. Synthetic Grass System

### 1.2 DESCRIPTION OF WORK:

A. The general contractor shall provide the synthetic turf aggregate base system and related appurtenances, including but not limited to sub-drains, concrete headers & edge anchorage details, ready to receive the synthetic turf fabric.
   1. It is the intent of this paragraph that all work necessary to provide synthetic sports turf, complete and ready for play, shall be included in the scope of the General Contract.

### 1.3 QUALITY ASSURANCE

A. Contractor qualifications:
   1. Installers of the synthetic turf base system shall:
      a. Possess a Class A California Engineering Contractor's License.
      b. Have prior direct experience in preparing a drainage base for synthetic turf sports fields and must have installed a minimum of 3 such base systems in California during the past 3 years, with a minimum size of 75,000 SF per field.

B. Changes & Substitutions:
   1. The contractor shall strictly adhere to the procedures outlined under this Section. Any variance from these requirements will only be accepted by the Owner upon acceptance in writing by the synthetic turf contractor onsite representative, verifying that the changes do not in any way affect the synthetic turf warranty.

C. Synthetic Turf Warranty Requirements:
   1. Completed Work of this section shall comply with the following:
      a. Compaction of sub-grade: minimum 95% Standard Proctor density.
      b. Planarity of sub-grade: tolerance of one quarter inch (1/4") in ten feet (10').
      c. Compaction of aggregate base: Shall be compacted to a minimum of 95%, and no more than 97%, Standard Proctor density.
      d. Surface tolerance of aggregate base: not to exceed 1/4 inch over 10 feet and ½" from design grade.

D. Coordination:
   1. Coordinate locations of connections to storm drainage system.

2. Coordinate work with installation of underground piping beneath synthetic turf and with installation of field appurtenances such as cool-down heads, electrical outlets in synthetic turf and other items required by Contract Documents.

### 1.4 FIELD QUALITY CONTROL & ACCEPTANCE OF WORK

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
   1. Tests shall include compaction and Proof Roll testing of sub-grade, finish grade and each lift of synthetic turf base, measured at a minimum of 12 locations randomly spaced across the surface of each field.
   2. The Independent Testing Agency shall also test aggregate base material upon delivery to the job site to verify that material meets the specified gradation & permeability requirements. Testing shall be provided for every 10,000 SF of Synthetic Turf surface.
   3. Testing agency will test compaction of soils & base materials in place according to ASTM D1557, as required per the soils report.
   4. Contractor's surveyor will verify proper elevation of header board around entire perimeter of field, and submit to the Engineer for approval.

B. Independent testing agency results verifying compliance with compaction & permeability requirements shall be supplied to the synthetic turf contractor prior to the commencement of synthetic turf installation.
   1. The synthetic turf contractor will not proceed with the installation of the synthetic turf surfacing system until acceptable compaction and permeability results have been achieved.

C. Synthetic turf contractor will provide acceptance of the surface planarity synthetic turf base to Owner prior to start of their work.
   1. General Contractor's responsibility shall include correction of any defects in synthetic turf base and edge anchorage details identified by the Owner's synthetic turf contractor.

D. Materials and Work not conforming to specified requirements shall be promptly removed, replaced and reinstalled as part of the work of this section at no cost to the Owner.

### 1.5 SUBMITTALS

A. General: Submit in accordance with General Provisions.

B. Contractor Qualifications.

C. Product Data: Submittals required:
   1. Aggregate base material including sieve size analysis & source
   2. Woven Geotextile
   3. Perforated Pipe Sub-drainage pipe & fittings
   4. 1" x 12" Panel Drains
   5. Certification that the submitted products are in compliance with the specifications

D. Samples: Submittals required:
   1. Subgrade/Trench Separation Barrier

## PART 2 - PRODUCTS

### 2.1 SUBGRADE/TRENCH SEPARATION BARRIER

A. The prepared soil subsurface is to be isolated from the installed field and drainage system above it with a geotextile/geomembrane placed across the entire surface of the field. This insures no mixing of the soil sub surface with the aggregate drainage system.

B. Subgrade/Trench Separation Barrier:
   1. Woven Geotextile – Mirafi 500X or approved equal
   2. Hercuscrim 20 mil medium scrim reinforced LLPDE fabric or similar shall be used as the separation filter fabric. Geotechnical Engineer of Record shall review and approve separation barrier selection based on actual site conditions.

## 2.2 PERFORATED PIPE SUBDRAINS

A. All specific pipes are noted on the Contract Drawings
B. 4" through 10" solid wall and perforated drainpipe shall be smooth interior wall conforming to AASHTO M252.
C. 12" through 36" solid wall and perforated drainpipe shall be smooth interior wall conforming to AASHTO M294 Type S.
D. Fittings and couplers shall be split couplings or snap couplings manufactured by the same manufacturer as the corrugated polyethylene pipe.
E. Panel Drains shall be a 3-dimensional rigid HDPE (1" x 12" flat panel pipe), AdvanEdge, MultiFlow, or approved equal.

## 2.3 CRUSHED AGGREGATE STRUCTURAL BASE

A. Material to be open graded, fractured friction course that provides adequate mechanical stability and compaction for athletic field applications.
B. Installed drainage properties to exceed 28 inches per hour.

Testing Methods

For lab samples, ASTM D2434-68 (2006) “Standard Test Method for Permeability of Granular Soils (Constant Head).

For field tests, ASTM D3385-09 “Standard Test Method for Infiltration Rate of Soils Using Double Ring Infiltrometer or BSI 7044 “Artificial Sports Surfaces – Test Method 4”.

C. Material to be clean with minimal fines as described in gradation table below.
D. Material to be minimum 100% fractured with at least one mechanical fracture per particle greater than ¼” sieve size.
E. Comply with the gradation criteria for the California Department of Transportation 3/4" Permeable Class II (Section 68):

| Mesh Size | % Passing |
|---|---|
| 1” | 100 |

| | |
|---|---|
| 3/4" | 80-100 |
| 3/8" | 30-50 |
| #4 | 25-40 |
| #8 | 10-30 |
| #30 | 7-25 |
| #40 | 5-17 |
| #50 | 0-7 |
| #200 | 0-3 |

1. Acceptable local sources:
   a. Vulcan Materials Company, Western Division, Carroll Canyon: "Turf Perm 40% 3/4"CR, 20% 1/2"CR, 20% 3/8"CR, 20% FS-30"
   b. FST Sand & Gravel, Corona, California tel.(951) 277-8440 "Class II Permeable Base"
   c. Other sources complying with specified requirements.
2. Soft lime stones and shale materials are not acceptable.
3. Questionable materials shall be tested at the Contractor's expense using a sulfate soundness test (ASTM C-88) and LA Abrasion Test (ASTM C-131).

| Test Method | Criteria |
|---|---|
| Sulfate Soundness (ASTM C-88) | Not to exceed 12% Loss |
| LA Abrasion (ASTM C-131) | Not to exceed 40 |

F. Aggregate material for backfill around the Perforated Collector pipe system shall be ASTM #57 Crushed Stone.

### 2.4 PERIMETER CURBING AND TURF FABRIC ATTACHMENT

A. Freeform trench-dug concrete curb wall.
   1. Concrete curb shall be, trowel finished where exposed.
   2. Concrete as specified in Division 3, requirements for footings.

B. Synthetic Turf nailer board.
   1. TREX polymer landscape board, 2 x 4 nominal, or equal.

C. Fence footings where required.

## PART 3 - EXECUTION

### 3.1 PREPARATORY WORK

A. Examination of Site:
   1. Examine site for conditions that will adversely affect execution, permanence, and quality of work.
   2. Verify that underground utility & irrigation piping below sub-grade of synthetic turf base has been completed and the work of this section can properly proceed.
   3. The Contractor shall be responsible to close and cover, in a manner acceptable to the Owner, any existing basins, which the Owner determines to be detrimental to the function of the new artificial turf field.

### 3.2 EXCAVATION & SUB-GRADE PREPARATION

A. Methods as specified in Section "Excavation".

B. Sub-grade of base material shall be sloped as shown on the drawings.

C. Trench sub-grade locally as required to achieve design slopes on sub-drain collector pipes.

D. Compaction:

1. After sub-grade has been properly graded, contoured and sloped as required, compact soil materials to not less than the following percentages of maximum dry unit weight according to Standard Proctor procedure, ASTM D1557.
   a. Under synthetic turf, scarify, moisture condition, and re-compact top 8 inches of existing subgrade to a 92 percent of maximum, in accordance with ASTM D 698.

E. Tolerances:

1. Compacted sub-grade shall conform to required elevations within a tolerance of one quarter inch (1/4") in ten feet (10').

### 3.3 SUBGRADE/TRENCH SEPARATION BARRIER

A. The prepared soil subsurface is to be isolated from the installed field and drainage system above it with the specified separation barrier placed across the entire surface of the field.

B. The subgrade surface shall be free from large stones and sharp objects that may puncture or tear the separation barrier.

C. The liner shall be placed and overlapped in accordance with the Manufacturer's written recommendations.

D. The Subgrade/Trench separation barrier shall be continuous through the drainage trenches to insure separation of surrounding soil and drainage stone.

### 3.4 PERFORATED PIPE SUBDRAINS

A. Examine the areas and conditions under which the subsurface drainage system work is to be installed. Correct any and all conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until satisfactory conditions have been corrected.

B. EXCAVATION FOR PIPE

1. Excavation shall consist of the removal of all material of every description to the depths and grades designated on the plans and specified herein.
2. If the material at or below the designated grade for which the pipe is to be laid is unsuitable for pipe foundation, then the material shall be removed to such depths and widths as required and replaced with approved foundation material.
3. Excavation for installation of pipes shall be in trenches to the lines, grades and widths as per the Contract Drawings and in accordance with Safety and Health Regulations (OSHA). In all cases trenches shall be excavated in a manner to ensure the proper and timely completion of the work.

C. INSTALLATION

1. Once said trench has been excavated to the proper lines, grades and widths, the geotextile fabric shall be installed as per Manufacturer's Specification.

2. Underdrain pipe shall be installed according to ASTM F-499, recommended installation practices and as recommended by the pipe manufacturer.
3. Pipe laying work shall commence at the main collector line and shall proceed upgrade. Pipe shall be laid true to line and grade in such a manner as to assure a close concentric joint with the adjoining pipe.
4. Trenches shall be kept free of water and debris. Pipe shall not be laid when the condition of the trench or weather is unsuitable for such work.
5. Install Panel Drains as shown on Drawings.
6. At the completion of each underdrain line installation, place a cap or plug in the up-stream end as to prevent unwanted material and debris from entering the pipe.

D. INSPECTION

1. After installation of pipe, inspect to determine whether line displacement or other damage has occurred.
2. Make inspections after lines have been installed prior to backfilling, during the backfilling process, and again at the completion of backfilling. Backfill material shall conform to the material as specified in this section, "Synthetic Sports Turf Base Preparation."
3. If inspection indicated poor alignment, debris, displaced pipe, infiltration or other defects, take whatever steps are necessary to correct such defects at no additional cost the Owner.

**3.5 PERIMETER CURBING AND TURF FABRIC ANCHORAGE**

A. A continuous perimeter concrete header, either exposed or concealed as shown on plans, is required around the entire perimeter of all synthetic turf areas with #4 rebar.

B. Install free form concrete headers in accordance with the requirements of Division 3 and as detailed.

C. Attach 2 x 4 TREX composite nailer boards to concrete with Spike MH fasteners size to be 3.5" long by ¼" manufactured by Powers Fasteners or equal every 2 feet on center per manufactures instructions.
   1. TREX composite 2x4 nailer boards will serve as the attachment surface for the synthetic turf fabric.
   2. Nailer boards shall be continuous around entire perimeter of all synthetic turf areas.
   3. Top of 2x4 nailer boards shall be set to the dimension shown on the Drawings.

**3.6 INSTALLATION OF BASE**

A. Place structural base materials in layers not more than 4 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
   1. Minimum nominal compacted thickness of base layer: 4 inches.

B. Place materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact structural base materials to the following percentages of maximum dry unit weight according to ASTM D 1557:

1. Shall be compacted to a minimum of 90%, and shall not exceed 95% Standard Proctor Density (ASTM D 1557).
2. Stone base material shall be placed with adequate moisture content to prevent segregation of the particles during grading.
3. Care shall be taken during placement and compaction of the stone base in order to insure that the separation barrier is not torn punctured.

D. The finished grade of the aggregate base shall not vary more than a quarter of an inch (¼”) in ten feet (10’) and ½" from design grade. **Laser grading equipment, with fully functioning machine control systems shall be used throughout the placement of the base.**

### 3.7 FIELD BOXES

A. Install field boxes as required for all field appurtenances such as irrigation cool-down heads, quick coupler valves, electric outlets, etc. as specified elsewhere and as detailed.

B. Backfill around field boxes with structural base material and compact backfill using methods approved by the Geotechnical Engineer.
   1. Required compaction percentages around field boxes shall match requirements for structural base.

### 3.8 FIELD QUALITY CONTROL

A. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent work only after test results for previously completed work comply with requirements.

B. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace materials to depth required; re-compact and retest until specified compaction is obtained.

C. Areas that exhibit segregation of the base material shall be removed and replaced with properly moisture conditioned base material, compacted, and graded to the tolerances noted in this specification.

### 3.9 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep area free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, contaminated, or where they lose compaction due to subsequent construction operations or weather conditions.

### 3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**ATTACHMENT A**

# APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

**ATTACHMENT A**

**CITY OF CUDAHY**

**PUBLIC WORKS CONTRACT**

**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**
**City Contract No.:_____**

**THIS AGREEMENT "Agreement"** is made and entered into this____ day of _____, by and between the CITY OF CUDAHY, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

**RECITALS**

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

**LUGO PARK IMPROVEMENTS**
**This is a CDBG Federally Funded Project**

in the City of CUDAHY, California, hereinafter called PROJECT.

At _____ on said date, in the CUDAHY Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

**ARTICLE I – CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS for the PROJECT shall consist of:

- document titled:
  **CONTRACT DOCUMENTS PLANS AND SPECIFICATIONS**

**for**
**LUGO PARK IMPROVEMENTS**
**CDBG Project No.:**
**601693-14 (Lugo Park Restroom Rehabilitation)**
**601694-14 (Lugo Park Soccer Field Renovation)**
**This is a CDBG Federally Funded Project**

- CONTRACTOR's Proposal
- Section 3 Clause & Requirements
- Federal Labor Standard Provisions
- Current Federal DOL Wage Decision
- Federal EEO and Affirmative Action Requirements
- and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and declarations, affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

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.

## ARTICLE II - AGREEMENT

For and in consideration of the payments and agreements be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

## ARTICLE III - COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount _____ Dollars ($_____), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

The sum identified in Article III is not subject to escalation, the CONTRACTOR having satisfied himself with said CONTRACT price, which includes all labor and material increases anticipated throughout the duration of this CONSTRUCTION CONTRACT.

CITY shall retain five percent (5%) of said CONTRACT price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

CITY's obligation is payable only and solely from Community Development Block Grant (CDBG) funds appropriated from the United States Department of Housing and Urban Development (HUD) and for the purpose of this CONTRACT. All funds are appropriated every fiscal year beginning July 1. In the event this CONTRACT extends into the succeeding fiscal year and funds have not been appropriated, this CONTRACT will automatically terminate as of June 30 of the current fiscal year. The CITY will notify the CONTRACTOR in writing in ten (10) days of receipt of the non-appropriation notice.

## ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State

and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this PROJECT.

## ARTICLE V – COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to said CONTRACTOR by the Director of Public Works of CITY and shall complete work on the PROJECT within _____ working days after commencement.

## ARTICLE VI – NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

## ARTICLE VII – LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work 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).

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 Agreement 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).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to $50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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.

**ATTACHMENT A**

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its

Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work 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. Such plan shall be approved by a qualified representative of the City. (LC 6705).

## ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type _____ California Contractor's license at the time of award of the Contract.

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.

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.).

Hazardous Materials and Unknown Conditions.

A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

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.

B. 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.

C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of 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.

D. 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.

## ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, and Design Engineer and Construction Manager from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided

(a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

(b) That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## ARTICLE X - BONDS

**Warranty & Guarantee**

New Materials. Contractor guarantees that all materials and equipment furnished will be new unless otherwise specified in the Contract Documents.

One Year Guarantee. Contractor guarantees all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion is free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damage to other property, whether real or personal. The City will give notice of observed defects with reasonable promptness. If Contractor fails to make such repairs, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred, plus 10% for administrative expenses. The Performance Bond shall remain in full force and effect through the guarantee period. Contractor shall execute the Public Improvement Warranty.

**Bonds**.

Contractor shall provide a payment bond consistent with the terms of this section and City may not waive this requirement. Contractor shall also provide a performance bond consistent with the terms of this section, unless City waives such requirement in writing. Each bond shall (1) be in writing; (2) signed by at least one admitted surety insurer under oath; (3) if a bond is signed by more than one surety insurer, include a statement that the sureties are jointly and severally liable on the obligations required hereunder; (4) list the address at which the principal and surety/sureties may be served with notices, papers, and other documents under this chapter; (5) be in the form of a bond and not in a deposit in lieu of a bond; (6) be consistent with any other requirements of the City that reasonably relate to a guarantee that the project will be completed at no cost to the City.

Payment Bond. Contractor shall furnish and file with City a bond in the sum of one hundred percent (100%) of the Compensation. Consistent with Civil Code § 3248, the bond shall provide that if the Contractor or any subcontractors hired by Contractor fails to pay (1) any of the persons named in Civil Code § 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Agreement; or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Unemployment Insurance Code §13020 with respect to the work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court. The bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code § 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond. The bond provided under this section shall be released by written authorization of the City Engineer at the completion of the one year warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

Performance Bond. Contractor shall provide City with a bond in the sum of one hundred percent (100%) of the Compensation to guarantee the completion of the Work, to protect City if Developer is in default of this Agreement, and to secure Contractor's one-year guarantee and warranty. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted

by City, provided that Contractor is not in default on any provision of this Agreement. All security provided under this section shall be released at the end of the warranty period described in section 0, above, provided that Contractor is not in default on any provision of this Agreement.

## ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this contract until CONTRACTOR shall have obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

(b) COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, Design Engineer and Construction Manager, CONTRACTOR, and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

(2) Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

(3) Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

(4) Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

(c) PROOF OF INSURANCE - The insurance required by this AGREEMENT shall be with insurers which are Best A rated, and California Admitted or better. The CITY and Design Engineer and Construction Manager shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.

(d) NOTICE TO COMMENCE WORK - The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this contact until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (c) of this article.

## ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

## ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ Dollars ($_____) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of _____ Dollars ($_____) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of

said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this CONTRACT. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

| | |
|---|---|
| CONTRACTOR: _____ | CITY OF CUDAHY |
| a California Corporation | a Municipal Corporation |
| by:_____ | by:_____ |
| President | Mayor |

**ARTICLE XIV - NOTICE OF COMPLETION**

Upon completion of PROJECT and acceptance of same by the CITY Council, the CITY Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**ARTICLE XV - NO - ASSIGNMENT**

This contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto.

**ARTICLE XVI - CUMULATIVE RIGHTS**

The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

**ARTICLE XVII - TERMINATION**

A. 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.

B. 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.

C. 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.

## ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis.
By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. *See* 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds $100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (*See e.g.* 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds $100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

**--------SIGNATURES ON FOLLOWING PAGE--------**

**ATTACHMENT A**

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed on the _____ day of _____, 20__, by their respective officers duly authorized in that behalf.

**CITY OF CUDAHY**
a Municipal Corporation

by:_____
_____, Mayor

ATTEST:

by:_____
_____, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

**CONTRACTOR**_____
a California Corporation

by:_____
President

by:_____
Secretary

**ATTACHMENT A**

**PUBLIC IMPROVEMENTS WARRANTY**
**LUGO PARK IMPROVEMENTS**

On _____, 200__, the City of CUDAHY accepted as complete and meeting the standards of City, the following public improvement(s):

_____

_____

_____, built and constructed by or for _____, ("Contractor")

Contractor hereby warrants and guarantees the aforementioned public improvements as to the material used and workmanship performed for a period of one (1) year following the date set forth above.

In the event of a defect, malfunction, or failure to conform t the improvement specifications and all applicable local standards, the Contractor shall repair or replace said improvements at Contractor's own and sole expense within a reasonable time from notice of the defect from City. Should Contractor fail to cure any defect within a reasonable period of time, Contractor agrees to reimburse City for any and all costs of City's efforts to cure any defect once City has provided notice to the Contractor of the defect and the City's intent to cure such defect.

Should litigation be necessary to enforce the provisions of this warranty, the prevailing party shall be entitled to reimbursement for attorneys fees and court and related costs.

Executed at _____, California, on the day and year first written above.

CONTRACTOR

By:_____
Signature

By:_____
(Typed Name)

Its:_____
Title

By:_____
Signature

By:_____
(Typed Name)

Its:_____
Title

[NOTARY REQUIRED]

**ATTACHMENT A**

**FAITHFUL PERFORMANCE BOND**
**LUGO PARK IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and_____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____dollars ($ ), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____day of _____, 20___.

CONTRACTOR* _____

_____

SURETY*
_____

_____
* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC:_____

**ATTACHMENT A**

**MATERIAL AND LABOR BOND**
**LUGO PARK IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and_____, as SURETY, are held and firmly bound unto the City of CUDAHY, in the penal sum of _____dollars ($ ), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____day of _____, 20___.

CONTRACTOR* _____

_____

SURETY*

_____

_____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC:_____

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-1 FEDERAL LABOR STANDARD PROVISIONS

**ATTACHMENT A**

## Federal Labor Standards Provisions

**U.S. Department of Housing and Urban Development**
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

**ATTACHMENT A**

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

**ATTACHMENT A**

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

**ATTACHMENT A**

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**ATTACHMENT A**

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**ATTACHMENT A**

# FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the

**ATTACHMENT A**

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for Minority Participation in Each Trade | Goals for Female Participation in Each Trade |
|---|---|---|
| | 28.3% | 6.9% |

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

**ATTACHMENT A**

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any

covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

**ATTACHMENT A**

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.

(6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the

contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

**ATTACHMENT A**

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).

j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (*e.g.*, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (*e.g.*, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or

other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

   a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

   b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

   c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

   d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

   e. For contracts in excess of $10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

**ATTACHMENT A**

8. REHABILITATION ACT OF 1973. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**ATTACHMENT A**

# AGENCY REPORT OF CONTRACT AWARD

**TO:** Reporting Unit Supervisor, CDBG Division
Community Development Commission, County of Los Angeles

Date: _____
FAX to (323) 890-8595

_____ *Project Name*

_____ *CDBG Project Number*

_____ *CDBG Program Manager*

_____ *Name of Local Contracting Agency (LCA)*

_____ *Labor Standards Officer's Name (LSO)*

_____ *LSO Initials*

1. This Agency reports the date for ☐formal bid opening, or ☐informal solicitation for this construction contract was: _____
2. This ☐Contract ☐Sub-contract was awarded on _____, to the contractor identified below.
   The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: $ _____

## IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR

*Estimated Start Date:* _____ *Estimated Completion Date:* _____

## IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCITON SITE

*Estimated Workforce:* _____

| | | | |
|---|---|---|---|
| ☐ Asbestos Worker | ☐ Equipment Operator Group _____ | ☐ Lather | ☐ Roofer |
| ☐ Bricklayer | ☐ Glazier | ☐ Marble setter | ☐ Sheet metal worker |
| ☐ Carpenter | ☐ Ironworker | ☐ Painter | ☐ Terrazzo Worker |
| ☐ Cement Mason | ☐ Laborer Group _____ | ☐ Plasterer | ☐ Tile layer |
| ☐ Electrician | ☐ Labor/Striper Group _____ | ☐ Plumber | ☐ _____ |

3. This is a *Section 3 qualified contract* and a *Section 3* Pre-Bid Meeting was held on _____ (Date) ☐N/A
   A copy of the completed *Section 3 Bid Evaluation* form was provided to the CDC on _____ (Date) ☐N/A
4. The LCA verified this *Contractor's Eligibility* prior to contract award and documented the project file with search results from:
   The California *Contractors State Licensing Board* (CSLB) Internet website (http://www.cslb.ca.gov) on _____ (Date)
   The *List of Parties Excluded* from federal contract award Internet website (https://www.epls.gov/) on _____ (Date)
5. The Contractor(s) acknowledge, by signature below, that: "*This construction project is funded in whole or in part with Federal funds*."
6. *Federal Labor Standards Provisions* (HUD-4010 form), was provided to this contractor by attaching a copy to his/her agreement.
7. The applicable *Federal Wage Decision* (identified below) was also provided to this contractor by attaching a copy to his/her agreement.
   *Federal Wage Decision* Number: CA _____ Mod. ____, DATED _____ (http://www.wdol.gov/).
8. The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
9. The LCA sent a *Notice of Contract Award* letter to the U.S. Dept. of Labor, OFCCP (contracts $10,000 or more) on _____ (Date) ☐N/A

_____
☐*PRINT – Prime Contractor Company Name*

Signature: _____
Print Name: _____
Title: _____
Address: _____
_____
Employer Identification Number: _____
Contractor License Number: _____

☐*Black American* ☐*White American* ☐*Hispanic American* ☐*Women Owned Business* ☐*Minority Owned Business* ☐*Native American* ☐*Hasidic Jews* ☐*Asian/Pacific American*

_____
☐*PRINT – Subcontractor Company Name*

Signature: _____
Print Name: _____
Title: _____
Address: _____
_____
Employer Identification Number: _____
Contractor License Number: _____

☐*Black American* ☐*White American* ☐*Hispanic American* ☐*Women Owned Business* ☐*Minority Owned Business* ☐*Native American* ☐*Hasidic Jews* ☐*Asian/Pacific American*

**ATTACHMENT A**

## Guidelines for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form is designed to protect the interest of all parties concerned. The *LSO* will process the form as follows:

- **LCA**
  - Enter the basic project information on the form,
  - Enter the dollar amount of the Prime Contract
  - Explain the prevailing wage requirements as outlined in the specifications,
  - Do not sign the form until it is returned, completed by the prime and/or sub,
  - Collect form from the contractor and review for accuracy,
  - Sign and fax or email completed forms to the CDBG Reporting Unit.
- **Prime Contractor**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower left section – business address and EEO portion, and
  - Sign and return the form to the LCA.
  - For Subcontractor forms, provide the dollar amount of the subcontract
  - Ensure subcontractor has a copy of the *HUD-4010* form & *Wage Decision*
  - Collect form from the contractor, review it for accuracy, and forward to LCA.
- **Subcontractor**
  - Provide an estimated start and end date, and a summary the Scope of Work,
  - Identify the basic trades and number of workers to be used on site,
  - Complete lower right section – business address and EEO portion, and
  - Sign and return the form to the Prime Contractor.

1. **Date of formal Bid Opening or Informal Solicitation Date**: LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.

2. **Contract Award Date**: **Prime Contracts**, the date an agreement was signed with the LCA.
   **Subcontracts**, the date an agreement was signed with the prime contractor.

3. **Section 3 Qualified Contracts**: The agency's LSO or *Section 3 Coordinator* will conduct a presentation at the *Section 3 Pre-Bid Meeting*. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide CDC with a copy of their evaluation.

4. **Contractor Eligibility**: Prior to any contract or subcontract award, the LCA will ensure that each contractor is eligible to receive a federally funded construction contract. Ensuring that the license of each contractor is current and active is part of the LCA bid evaluation process, and includes:

   1. Obtaining the state license number of each bidder and proposed sub-contractor
   2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at http://www.cslb.ca.gov
   3. Enter the contractor's license number and click on "Check License"
   4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
   5. Print a copy of this page to assist in completing the contractor's eligibility verification.
   6. Access the Federal List of Excluded Parties on-line at https://www.epls.gov/
   7. From the EPLS Search Menu, select "Multiple Names"
   8. Enter the business name and all personnel as they appear on the license search
   9. The results of your search will be displayed, print a copy and place it in your Labor Standards Enforcement file

5. **Contractor Acknowledgement**: acknowledges that the project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the *Federal Labor Standards Provisions*.

6. **Federal Labor Standards Provisions**: A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.

7. **Federal Wage Decision**: A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under $2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each subcontractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.

8. **Contractor's Acknowledgement**: Federal prevailing wage and fringe benefits rates must be paid to workers each week.

9. **Notice of Contract Award**: For all contracts awarded in the amount of $10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (*OFCCP*) at the address below and a copy of the signed letter must be placed in the project file.

   U.S. Department of Labor, Office of Federal Contract Compliance Programs
   11000 Wilshire Boulevard, Suite 8103
   Los Angeles, CA 90024

**ATTACHMENT A**

## CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard 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 project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

| | |
|---|---|
| Contactor Business Name | License Number |
| Payroll Officer Name (print) | Payroll Officer (signature) |
| Name of Person Authorized to Sign (print) | (Authorized Signature) |
| Title | Date |

**ATTACHMENT A**

| **Report of Additional Classification and Wage Rate** | **U.S. Department of Housing and Urban Development Office of Labor Relations** | OMB Approval No. 2501-0011 (Exp. 01/31/2010) |
|---|---|---|

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request form the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example: New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 20 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3014, Washington, DC 20210.

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-2 CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, LABOR SURPLUS AREA FIRMS

**ATTACHMENT A**

# CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

   a. Including qualified small and minority businesses on solicitation lists.

   b. Assuring that small and minority businesses are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.

3. Grantees are encouraged to procure goods and services from labor surplus areas.

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-3 PUBLIC WORKS PAYROLL REPORT FORMAT

# ATTACHMENT A

## PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALTY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF W/H EXEM | (3) WORK CLASSIFICATION | ST or OT | (4) DAY / DATE / HOURS WORKED EACH DAY: S | M | T | W | TH | F | S | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED: THIS PROJECT | ALL PROJECTS | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED. TAX | FICA (SOC. SEC.) | STATE TAX | SDI | VAC./ HOLIDAY | HEALTH & WELF. | PENSION | (9) NET WAGES PAID FOR WEEK | CHECK NO. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | S | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | TRAIN-ING | FUND ADMIN. | DUES | TRAV./ SUBS. | SAVINGS | OTHER* | TOTAL DEDUC-TIONS | | |
| | | | O | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED. TAX | FICA (SOC. SEC.) | STATE TAX | SDI | VAC./ HOLIDAY | HEALTH & WELF. | PENSION | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | TRAIN-ING | FUND ADMIN. | DUES | TRAV./ SUBS. | SAVINGS | OTHER* | TOTAL DEDUC-TIONS | | |
| | | | O | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED. TAX | FICA (SOC. SEC.) | STATE TAX | SDI | VAC./ HOLIDAY | HEALTH & WELF. | PENSION | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | TRAIN-ING | FUND ADMIN. | DUES | TRAV./ SUBS. | SAVINGS | OTHER* | TOTAL DEDUC-TIONS | | |
| | | | O | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED. TAX | FICA (SOC. SEC.) | STATE TAX | SDI | VAC./ HOLIDAY | HEALTH & WELF. | PENSION | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | TRAIN-ING | FUND ADMIN. | DUES | TRAV./ SUBS. | SAVINGS | OTHER* | TOTAL DEDUC-TIONS | | |
| | | | O | | | | | | | | | | | | | | | | | | | | |

S = STRAIGHT TIME
O = OVERTIME

*OTHER Any other deductions, contributions, and/or payments, whether or not included or required by prevailing wage determinations, must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION **MUST** BE COMPLETED.

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-4 STATEMENT OF COMPLIANCE

**ATTACHMENT A**

# STATEMENT OF COMPLIANCE

| CONTRACTOR/SUBCONTRACTOR | CONTRACT NUMBER |
|---|---|
| FIRST DAY AND DATE OF PAY PERIOD | LAST DAY AND DATE OF PAY PERIOD |

I do hereby certify under penalty of perjury:

(1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract; that all persons employed on said project for the above-referenced time period have been paid their full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person; and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person other than permissible deductions.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; and that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
- (a) ☐ Specified in the applicable wage determination incorporated into the contract.
- (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That fringe benefits as listed in the contract:
- (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
- (b) ☐ Have been paid directly to the listed employee(s), except as noted below.
- (c) ☐ See exceptions noted below.

| EXCEPTION CRAFT | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME (PLEASE PRINT) | TITLE |
|---|---|
| SIGNATURE | DATE |

On federally funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

**ATTACHMENT A**

# INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets the needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or as total hourly wage amounts in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

Detailed instructions follow:

**Contractors required to pay Federal Wage Rates:**

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

**Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:**

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

**Contractors who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the time required fro the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

**Contractors who pay no fringe benefits:**

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and one-half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight-time rate. To simplify computation of overtime, it is suggested that the straight-time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus $14.56/5.11. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

**Use of Section 4(c) Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-5 FRINGE BENEFIT STATEMENT FORMAT

**ATTACHMENT A**

# CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

| Classification / Fringe Benefits Provided | | | Name, Address, and Telephone Number of Plan/Fund Program |
|---|---|---|---|
| 1) | | | |
| | Health and Welfare | $ | |
| | Pension | $ | |
| | Vacation | $ | |
| | Apprenticeship/Training | $ | |
| 2) | | | |
| | Health and Welfare | $ | |
| | Pension | $ | |
| | Vacation | $ | |
| | Apprenticeship/Training | $ | |
| 3) | | | |
| | Health and Welfare | $ | |
| | Pension | $ | |
| | Vacation | $ | |
| | Apprenticeship/Training | $ | |

OR: (Check if applicable)

☐ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

_____ (Contractor/Subcontractor)

by _____ (Signature)

_____ (Date)

_____ (Title)

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-6 COMPLIANCE WITH CLEAN AIR AND WATER ACTS

**ATTACHMENT A**

# COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

**ATTACHMENT A**

# APPENDIX B - FEDERAL REQUIREMENTS

## B-7 SECTION 3 CLAUSE

**ATTACHMENT A**

# SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause.)

Section 3 Clause

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications foe each of the positions, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

# ATTACHMENT A

**A Section 3 Responsive bidder** is a bidder that submits a Section 3 Business Certification form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
   •Is 51% owned by low-income residents, or
   •30% or more of its permanent full-time employees are low-income residents, and
   •Provides the Section 3 Resident Certification form(s) for each qualified employee.

   - OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
   •Hire at least 30% aggregate new-hires that are qualified low-income residents, and
   •Provide the Section 3 Resident Certification form(s) for each Section 3 new-hire, or
   •Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
   •Ensure that the Business Concern(s) provide Section 3 Resident Certification form(s) for each qualified employee.

   NOTE: If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a Section 3 Summary Report by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

A **Section 3 Non-responsive bidder** is a bidder that:
► Fails to provide a Section 3 Business Certification form documenting Section 3 qualifications with a bid response, or
► Fails to provide a Section 3 Business Certification form and an Economic Opportunity Plan with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the Zone of Consideration), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more then the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of;
   a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
   b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

## ZONE OF CONSIDERATION

| If the Lowest Bid is | | The "X" FACTOR is the Lesser of | |
|---|---|---|---|
| At Least | But Less Than | | |
| $100,000 | N/A | 10% | $9,000 |
| $100,000 | $200,000 | 9% | $16,000 |
| $200,000 | $300,000 | 8% | $21,000 |
| $300,000 | $400,000 | 7% | $24,000 |
| $400,000 | $500,000 | 6% | $25,000 |
| $500,000 | $1,000,000 | 5% | $40,000 |
| $1,000,000 | $2,000,000 | 4% | $60,000 |
| $2,000,000 | $4,000,000 | 3% | $80,000 |
| $4,000,000 | $7,000,000 | 2% | $105,000 |
| $7,000,000 | | 1.5% | |

**ATTACHMENT A**

## APPENDIX B - FEDERAL REQUIREMENTS

### B-8 APPLICABLE FEDERAL WAGE DECISION

***Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from http://www.wdol.gov. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY.***

**ATTACHMENT A**

General Decision Number: CA150033 09/04/2015 CA33

Superseded General Decision Number: CA20140033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/02/2015 |
| 1 | 01/16/2015 |
| 2 | 01/23/2015 |
| 3 | 02/13/2015 |
| 4 | 02/20/2015 |
| 5 | 03/27/2015 |
| 6 | 05/08/2015 |
| 7 | 06/19/2015 |
| 8 | 07/10/2015 |
| 9 | 07/17/2015 |
| 10 | 07/24/2015 |
| 11 | 07/31/2015 |
| 12 | 08/07/2015 |
| 13 | 08/14/2015 |
| 14 | 09/04/2015 |

ASBE0005-002 06/30/2014

| | Rates | Fringes |
|---|---|---|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) | $ 35.44 | 19.36 |
| Fire Stop Technician | | |

**ATTACHMENT A**

(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....$ 24.34 16.09

---

ASBE0005-004 06/24/2013

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).... | $ 16.95 | 10.23 |

---

BOIL0092-003 10/01/2012

| | Rates | Fringes |
|---|---|---|
| BOILERMAKER..... | $ 41.17 | 28.27 |

---

* BRCA0004-007 05/01/2015

| | Rates | Fringes |
|---|---|---|
| BRICKLAYER; MARBLE SETTER..... | $ 37.93 | 14.50 |

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

---

BRCA0018-004 06/01/2014

| | Rates | Fringes |
|---|---|---|
| MARBLE FINISHER..... | $ 28.45 | 11.38 |
| TILE FINISHER..... | $ 23.78 | 9.84 |
| TILE LAYER..... | $ 35.14 | 14.33 |

---

BRCA0018-010 09/01/2013

| | Rates | Fringes |
|---|---|---|
| TERRAZZO FINISHER..... | $ 26.59 | 10.34 |
| TERRAZZO WORKER/SETTER..... | $ 33.63 | 11.13 |

---

CARP0409-001 07/01/2010

**ATTACHMENT A**

| | Rates | Fringes |
|---|---|---|
| CARPENTER | | |
| (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer | $ 37.35 | 11.08 |
| (2) Millwright | $ 37.85 | 11.08 |
| (3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial) | $ 37.48 | 11.08 |
| (4) Pneumatic Nailer, Power Stapler | $ 37.60 | 11.08 |
| (5) Sawfiler | $ 37.44 | 11.08 |
| (6) Scaffold Builder | $ 28.55 | 11.08 |
| (7) Table Power Saw Operator | $ 37.45 | 11.08 |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

---

CARP0409-002 07/01/2008

| | Rates | Fringes |
|---|---|---|
| Diver | | |
| (1) Wet | $ 663.68 | 9.82 |
| (2) Standby | $ 331.84 | 9.82 |
| (3) Tender | $ 323.84 | 9.82 |
| (4) Assistant Tender | $ 299.84 | 9.82 |

Amounts in "Rates' column are per day

---

CARP0409-005 07/01/2010

| | Rates | Fringes |
|---|---|---|
| Drywall | | |
| DRYWALL INSTALLER/LATHER | $ 37.35 | 11.08 |
| STOCKER/SCRAPPER | $ 10.00 | 6.67 |

---

CARP0409-008 08/01/2010

| | Rates | Fringes |
|---|---|---|
| Modular Furniture Installer | $ 17.00 | 7.41 |

---

**ATTACHMENT A**

ELEC0011-004 07/27/2015

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN (INSIDE ELECTRICAL WORK) | | |
| Journeyman Electrician..... | $ 40.80 | 26.59 |
| ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems) | | |
| Journeyman Transportation Electrician..... | $ 40.80 | 26.59 |
| Technician..... | $ 30.00 | 26.07 |

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

---

* ELEC0011-005 05/26/2014

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

| | Rates | Fringes |
|---|---|---|
| Communications System | | |

**ATTACHMENT A**

```
   Installer...................$ 28.30            12.43
   Technician..................$ 30.10            12.48
```

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

---

ELEC1245-001 06/01/2015

| | Rates | Fringes |
|---|---|---|

**ATTACHMENT A**

```
LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 52.85            15.53
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 42.21            14.32
     (3) Groundman...............$ 32.28            14.03
     (4) Powderman...............$ 47.19            14.60

  HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
  Independence Day, Labor Day, Veterans Day, Thanksgiving Day
  and day after Thanksgiving, Christmas Day

-----------------------------------------------------------------
 ELEV0018-001 01/01/2015

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 49.90            28.38

FOOTNOTE:
  PAID VACATION:  Employer contributes 8% of regular hourly
  rate as vacation pay credit for employees with more than 5
  years of service, and 6% for 6 months to 5 years of service.
  PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
  Labor Day, Veterans Day, Thanksgiving Day, Friday after
  Thanksgiving, and Christmas Day.

-----------------------------------------------------------------
 ENGI0012-003 07/06/2015

                                  Rates          Fringes

OPERATOR:  Power Equipment
(All Other Work)
     GROUP  1...................$ 39.95            23.35
     GROUP  2...................$ 40.73            23.35
     GROUP  3...................$ 41.02            23.35
     GROUP  4...................$ 42.51            23.35
     GROUP  5...................$ 41.86            23.35
     GROUP  6...................$ 41.83            23.35
     GROUP  8...................$ 42.84            23.35
     GROUP  9...................$ 42.19            23.35
     GROUP 10...................$ 42.96            23.35
     GROUP 11...................$ 42.31            23.35
     GROUP 12...................$ 43.13            23.35
     GROUP 13...................$ 43.23            23.35
     GROUP 14...................$ 43.26            23.35
     GROUP 15...................$ 43.34            23.35
     GROUP 16...................$ 43.46            23.35
     GROUP 17...................$ 43.63            23.35
     GROUP 18...................$ 43.73            23.35
     GROUP 19...................$ 43.84            23.35
```

**ATTACHMENT A**

```
     GROUP 20....................$ 43.96            23.35
     GROUP 21....................$ 44.13            23.35
     GROUP 22....................$ 44.23            23.35
     GROUP 23....................$ 44.34            23.35
     GROUP 24....................$ 44.46            23.35
     GROUP 25....................$ 44.63            23.35
OPERATOR:  Power Equipment
(Cranes, Piledriving &
Hoisting)
     GROUP  1....................$ 41.30            23.35
     GROUP  2....................$ 42.08            23.35
     GROUP  3....................$ 42.37            23.35
     GROUP  4....................$ 42.51            23.35
     GROUP  5....................$ 42.73            23.35
     GROUP  6....................$ 42.84            23.35
     GROUP  7....................$ 42.96            23.35
     GROUP  8....................$ 43.13            23.35
     GROUP  9....................$ 43.30            23.35
     GROUP 10....................$ 44.30            23.35
     GROUP 11....................$ 45.30            23.35
     GROUP 12....................$ 46.30            23.35
     GROUP 13....................$ 47.30            23.35
OPERATOR:  Power Equipment
(Tunnel Work)
     GROUP  1....................$ 41.80            23.35
     GROUP  2....................$ 42.58            23.35
     GROUP  3....................$ 42.87            23.35
     GROUP  4....................$ 43.01            23.35
     GROUP  5....................$ 43.23            23.35
     GROUP  6....................$ 43.34            23.35
     GROUP  7....................$ 43.46            23.35

PREMIUM PAY:
  $3.75 per hour shall be paid on all Power Equipment Operator
  work on the followng Military Bases: China Lake Naval
  Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base,
  Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics
  Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp
  Pendleton

  Workers required to suit up and work in a hazardous material
  environment: $2.00 per hour additional.  Combination mixer
  and compressor operator on gunite work shall be classified
  as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

  GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch
  Witch, with seat or similar type equipment; Elevator
  operator-inside; Engineer Oiler; Forklift operator
  (includes loed, lull or similar types under 5 tons;
  Generator operator; Generator, pump or compressor plant
  operator; Pump operator; Signalman; Switchman

  GROUP 2: Asphalt-rubber plant operator (nurse tank operator);
```

Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor

patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100

tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is

**ATTACHMENT A**

the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W.

**ATTACHMENT A**

Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

---

ENGI0012-004 08/01/2015

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment (DREDGING) | | |
| (1) Leverman | $ 49.50 | 23.60 |
| (2) Dredge dozer | $ 43.53 | 23.60 |
| (3) Deckmate | $ 43.42 | 23.60 |
| (4) Winch operator (stern winch on dredge) | $ 42.87 | 23.60 |

**ATTACHMENT A**

```
     (5) Fireman-Oiler,
     Deckhand, Bargeman,
     Leveehand...................$ 42.33            23.60
     (6) Barge Mate..............$ 42.94            23.60
-----------------------------------------------------------------
 IRON0377-002 07/01/2015

                                  Rates          Fringes

Ironworkers:
     Fence Erector...............$ 27.08            20.21
     Ornamental, Reinforcing
     and Structural..............$ 33.50            28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock


-----------------------------------------------------------------
 LABO0300-001 07/01/2014

                                  Rates          Fringes

Brick Tender................$ 29.12            15.78
-----------------------------------------------------------------
 LABO0300-003 07/01/2014

                                  Rates          Fringes

LABORER (TUNNEL)
     GROUP 1.....................$ 35.74            16.48
     GROUP 2.....................$ 36.06            16.48
     GROUP 3.....................$ 36.52            16.48
     GROUP 4.....................$ 37.21            16.48
LABORER
     GROUP 1.....................$ 30.19            16.48
     GROUP 2.....................$ 30.74            16.48
     GROUP 3.....................$ 31.29            16.48
     GROUP 4.....................$ 32.84            16.48
```

**ATTACHMENT A**

GROUP 5.....$ 33.19 16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

**ATTACHMENT A**

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

---

LABO0300-005 01/01/2014

| | Rates | Fringes |
|---|---|---|
| Asbestos Removal Laborer | $ 28.00 | 15.25 |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

---

LABO0345-001 07/01/2014

| | Rates | Fringes |
|---|---|---|
| LABORER (GUNITE) | | |
| GROUP 1 | $ 34.79 | 17.92 |
| GROUP 2 | $ 33.84 | 17.92 |
| GROUP 3 | $ 30.30 | 17.92 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

---

* LABO1184-001 08/01/2015

| | Rates | Fringes |
|---|---|---|
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING) | | |

**ATTACHMENT A**

```
     (1) Drilling Crew Laborer...$ 32.60            12.16
     (2) Vehicle Operator/Hauler.$ 32.77            12.16
     (3) Horizontal Directional
     Drill Operator..............$ 34.62            12.16
     (4) Electronic Tracking
     Locator.....................$ 36.62            12.16
Laborers: (STRIPING/SLURRY
SEAL)
     GROUP 1.....................$ 33.76            15.04
     GROUP 2.....................$ 35.06            15.04
     GROUP 3.....................$ 37.07            15.04
     GROUP 4.....................$ 38.81            15.04

LABORERS - STRIPING CLASSIFICATIONS

  GROUP 1: Protective coating, pavement sealing, including
  repair and filling of cracks by any method on any surface
  in parking lots, game courts and playgrounds; carstops;
  operation of all related machinery and equipment; equipment
  repair technician

  GROUP 2: Traffic surface abrasive blaster; pot tender -
  removal of all traffic lines and markings by any method
  (sandblasting, waterblasting, grinding, etc.) and
  preparation of surface for coatings.  Traffic control
  person: controlling and directing traffic through both
  conventional and moving lane closures; operation of all
  related machinery and equipment

  GROUP 3: Traffic delineating device applicator: Layout and
  application of pavement markers, delineating signs, rumble
  and traffic bars, adhesives, guide markers, other traffic
  delineating devices including traffic control. This
  category includes all traffic related surface preparation
  (sandblasting, waterblasting, grinding) as part of the
  application process. Traffic protective delineating system
  installer: removes, relocates, installs, permanently
  affixed roadside and parking delineation barricades,
  fencing, cable anchor, guard rail, reference signs,
  monument markers; operation of all related machinery and
  equipment; power broom sweeper

  GROUP 4: Striper: layout and application of traffic stripes
  and markings; hot thermo plastic; tape traffic stripes and
  markings, including traffic control; operation of all
  related machinery and equipment

-------------------------------------------------------------------
 LABO1414-001 08/05/2015

                                  Rates          Fringes

LABORER
     PLASTER CLEAN-UP LABORER....$ 30.16            17.11
     PLASTER TENDER..............$ 32.71            17.11

Work on a swing stage scaffold: $1.00 per hour additional.
```

**ATTACHMENT A**

---

PAIN0036-001 07/01/2015

| | Rates | Fringes |
|---|---|---|
| Painters: (Including Lead Abatement) | | |
| (1) Repaint (excludes San Diego County) | $ 27.29 | 12.83 |
| (2) All Other Work | $ 30.72 | 12.83 |

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

---

PAIN0036-006 10/01/2014

| | Rates | Fringes |
|---|---|---|
| DRYWALL FINISHER/TAPER | | |
| Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395 | $ 32.11 | 15.91 |
| Remainder of Los Angeles County | $ 35.18 | 15.91 |

---

PAIN0036-015 06/01/2015

| | Rates | Fringes |
|---|---|---|
| GLAZIER | $ 40.70 | 20.92 |

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

---

PAIN1247-002 01/01/2015

| | Rates | Fringes |
|---|---|---|
| SOFT FLOOR LAYER | $ 29.85 | 13.56 |

---

PLAS0200-009 08/05/2015

| | Rates | Fringes |
|---|---|---|
| PLASTERER | $ 38.44 | 13.77 |

**ATTACHMENT A**

---

PLAS0500-002 07/01/2015

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 32.30 | 20.65 |

---

PLUM0016-001 07/01/2015

| | Rates | Fringes |
|---|---|---|
| PLUMBER/PIPEFITTER | | |
| Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work | $ 45.96 | 20.71 |
| Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space | $ 44.54 | 19.73 |
| Work ONLY on strip malls, light commercial, tenant improvement and remodel work | $ 35.16 | 18.06 |

---

PLUM0345-001 07/01/2014

| | Rates | Fringes |
|---|---|---|
| PLUMBER | | |
| Landscape/Irrigation Fitter | $ 29.27 | 19.75 |
| Sewer & Storm Drain Work | $ 33.24 | 17.13 |

---

ROOF0036-002 08/01/2014

| | Rates | Fringes |
|---|---|---|
| ROOFER | $ 35.02 | 13.57 |

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

---

SFCA0669-013 07/01/2013

**ATTACHMENT A**

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER..... | $ 34.19 | 19.37 |

---

SFCA0709-005 01/01/2015

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

| | Rates | Fringes |
|---|---|---|
| SPRINKLER FITTER (Fire)..... | $ 40.46 | 24.17 |

---

SHEE0105-002 06/01/2015

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft..... | $ 24.76 | 9.51 |
| (2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment..... | $ 41.26 | 25.38 |

---

SHEE0105-003 07/01/2015

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

| | Rates | Fringes |
|---|---|---|
| SHEET METAL WORKER | | |
| (1) Commercial - New Construction and Remodel work..... | $ 41.26 | 25.38 |

**ATTACHMENT A**

```
     (2) Industrial work
     including air pollution
     control systems, noise
     abatement, hand rails,
     guard rails, excluding
     aritechtural sheet metal
     work, excluding A-C,
     heating, ventilating
     systems for human comfort...$ 41.26            25.38
-----------------------------------------------------------------
 SHEE0105-004 01/01/2015

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
of a straight line drawn between Gorman and Big Pines including
Cities of Lancaster and Palmdale) COUNTIES


                                  Rates          Fringes

SHEET METAL WORKER...............$ 30.91            23.71
-----------------------------------------------------------------
 TEAM0011-002 07/01/2014

                                  Rates          Fringes

TRUCK DRIVER
     GROUP  1....................$ 27.99            24.14
     GROUP  2....................$ 28.14            24.14
     GROUP  3....................$ 28.27            24.14
     GROUP  4....................$ 28.46            24.14
     GROUP  5....................$ 28.49            24.14
     GROUP  6....................$ 28.52            24.14
     GROUP  7....................$ 28.77            24.14
     GROUP  8....................$ 29.02            24.14
     GROUP  9....................$ 29.22            24.14
     GROUP 10....................$ 29.52            24.14
     GROUP 11....................$ 30.02            24.14
     GROUP 12....................$ 30.45            24.14

WORK ON ALL MILITARY BASES:
PREMIUM PAY:  $3.00 per hour additional.
  [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
  El Centro Naval Facility, Fort Irwin, Marine Corps
  Logistics Base at Nebo & Yermo, Mountain Warfare Training
  Center, Bridgeport,   Point Arguello, Point Conception,
  Vandenberg AFB]


TRUCK DRIVERS CLASSIFICATIONS


GROUP 1: Truck driver

  GROUP 2: Driver of vehicle or combination of vehicles - 2
  axles; Traffic control pilot car excluding moving heavy
  equipment permit load; Truck mounted broom
```

**ATTACHMENT A**

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

**ATTACHMENT A**

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**ATTACHMENT A**

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

**ATTACHMENT A**

# APPENDIX C – SOILS REPORT

**ATTACHMENT A**

**Geo-Advantec Inc.**

G *Geotechnical Engineering*
A *Earthquake Engineering*
*Inspection and Testing*
I *Engineering Geology*

# GEOTECHNICAL ENGINEERING REPORT

**PROJECT:**
**PROPOSED IMPROVEMENTS AT**
**LUGO PARK**
**7810 OTIS AVENUE**
**CUDAHY, CA 90201**

**FOR**

TRANSTECH
**13367 BENSON AVENUE**
**CHINO, CALIFORNIA 91710**

**PREPARED BY:**
**GEO-ADVANTEC INC.**
**457 W. ALLEN AVENUE, SUITE 113**
**SAN DIMAS, CALIFORNIA 91773**
**PROJECT NO. 15-1096**
**JULY 27, 2015**

**ATTACHMENT A**

# Table of Contents

***Subject*** ***Page***

1. INTRODUCTION ..... 1
2. SITE CONDITIONS ..... 2
3. PROPOSED DEVELOPMENT ..... 2
4. SCOPE OF SERVICES ..... 2
5. FIELD EXPLORATORY WORKS AND SUBSURFACE CONDITION ..... 3
6. LABORATORY TESTING ..... 4
7. GROUNDWATER ..... 4
8. SITE GEOLOGY ..... 5
9. LANDSLIDING & LIQUEFACTION ..... 5
10. EARTHQUAKE-INDUCED GROUND SETTLEMENT ..... 5
11. CONCLUSIONS AND RECOMMENDATIONS ..... 6
11.1. GENERAL ..... 6
11.2. GRADING ..... 6
11.3. DRAINAGE ..... 7
11.4. GENERAL GRADING REQUIREMENTS ..... 7
11.5. FILL MATERIALS ..... 8
11.6. SEISMIC COEFFICIENTS ..... 8
11.7. FOUNDATION ..... 9
11.7.1. General ..... 9
11.7.2. Bearing Capacity ..... 9
11.7.3. Lateral Resistance ..... 10
11.7.4. Settlement ..... 10
11.8. FLOOR SLABS ..... 11
11.8.1. General ..... 11
11.8.2. Moisture Sensitive Floor Covering ..... 11
11.9. PAVEMENT DESIGN AND CONSTRUCTION ..... 12
11.9.1. General ..... 12
11.9.2. New Pavement Section Recommendations ..... 12
11.10. CONCRETE FLATWORK ..... 13
11.11. CEMENT TYPE ..... 14

**ATTACHMENT A**

11.12. UTILITY TRENCH BACKFILLING ..... 14
11.13. TEMPORARY EXCAVATIONS ..... 15
12. SOIL EXPANSIVITY ..... 16
13. SOIL CORROSIVITY ..... 16
14. OBSERVATION AND FIELD TESTING ..... 16
15. CLOSURE ..... 17

**ATTACHMENT A**

**Geo-Advantec Inc.**

Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Project No: 15-1096
July 27, 2015

Mr. Okan Demirci
Transtech
13367 Benson Ave.
Chino, CA 91710

SUBJECT: Limited Geotechnical Engineering Services for
Lugo Park Improvements
Lugo Park
7810 Otis Avenue
Cudahy, CA 90201

## 1. INTRODUCTION

This report presents the results of a Limited Geotechnical Investigation performed by Geo-Advantec, Inc. (GAI), at Lugo Park, located within City of Cudahy, California. This Geotechnical evaluation was performed to provide some general geotechnical information which may assist design and construction of the proposed developments, as described in the forthcoming sections of this report. This report includes our findings from the exploratory work performed and provides recommendations for the design and construction of the proposed developments from a geotechnical standpoint.

The recommendations provided within this submittal are based on the results of our field exploration, laboratory testing, and engineering analyses. Our services were performed in general accordance with our Proposal No. 15-1096, dated July 3, 2015.

A vicinity map is presented as Figure A-1, Appendix A. An aerial photo for the site has been used as a base map to show the location of the proposed development in the campus and the locations of the borings performed for this investigation, and are presented as Figure A-2 and A-3 within Appendix A.

Our professional services have been performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No other warranty, expressed or implied, is made as to the professional advice included in this report. This report has been prepared for the City of Cudahy and their design consultant, Transtech Inc., for the subject project. The report has not been prepared for use by other parties, and may not contain sufficient information for the purposes of other parties or other uses. The Geotechnical Engineer of Record should be allowed to review the plans for

the proposed developments and perform such additional geotechnical analyses as may be required to confirm the applicability of the recommendations contained in this report to the final design.

## 2. SITE CONDITIONS

The Lugo Park is located adjacent to the Community Center within the City of Cudahy, California. The park is bounded by Otis Avenue and Elizabeth Street on the West and South side, respectively. The North side is bounded by residential homes and Teresa Hughes Elementary School. The East side is also bounded by Teresa Hughes Elementary School. The currently existing sport field, i.e. the project site, is currently covered with grass and dirt patches, as well as a baseball/softball backstop on the north-east corner of the field. The field appears to be overwatered or have poor drainage as many areas have localized ponding water in the grass. More detailed information about the location of the subject proposed developments is presented in Figure A-3, Appendix A.

## 3. PROPOSED DEVELOPMENT

Based on the information provided by the client, it is our understanding that the proposed development is comprised of the following:

- Parking lot removal and replacement, along with new driveway and closing out one existing driveway
- New artificial turf play field in the footprint of the existing field
- New prefabricated restroom installation southeast of the new play field; also within the footprint of the existing field
- New decomposed granite and hydroseed installation east of the new play field; also within the footprint of the existing field

The above given description of the project and our understanding of the proposed development are the basis for the geotechnical recommendations provided in this submittal.

## 4. SCOPE OF SERVICES

Our scope of services for this project included the followings:

- Performing a site reconnaissance, evaluating the general site condition and mark the proposed boring locations for the purpose of underground utilities clearance and drilling;

- Conducting a total of six borings using hand-auger and a truck-mounted hollow stem drill rig as described below:
    - Four shallow borings within footprint of existing field
    - One boring to a minimum of 50 feet within the footprint of the proposed prefabricated restroom
    - One shallow boring within the existing driveway
- Collecting disturbed/bulk and relatively undisturbed samples of the encountered materials;
- Performing laboratory testing on the selected soils samples obtained from the borings, and;
- Reviewing the field data and the laboratory test results, and preparing a final geotechnical report for the site which includes our findings and recommendation for the design and construction of the proposed development from the geotechnical point of view.

## 5. FIELD EXPLORATORY WORKS AND SUBSURFACE CONDITION

The field exploration program consisted of performing six borings using hand augers and truck-mounted hollow stem drill rig, and was performed on July 15, 2015. As mentioned, the footprint area of the proposed new artificial turf play field and decomposed granite hydroseed installation is currently occupied by the existing grass covered field. Therefore, locations of the borings were chosen with a reasonable scatter over the area of the play field. One boring was chosen to be within the existing driveway for the new proposed driveway/parking lot. And one boring was chosen to be within the footprint of new prefabricated restroom building. Approximate locations of the borings are depicted on Figure A-2 and A-3 within Appendix A.

Boring B-1 was extended to 6.5 feet below ground surface (bgs) in the asphalt pavement area. The asphalt concrete layer and base layer was approximately 4 and 6 inch thick, respectively. The subgrade below the base consists of a 1.5 – 2 feet layer of clayey sand underlain by 2.5 feet of clay. The clay layer is followed by silty material until the maximum depth explored.

Boring B-2 was extended to 51.5 feet bgs in the existing play field and within the footprint of the proposed prefabricated restroom building. The soil underlying approximately 2" of grass and top soil consists of a layer of slightly clayey silty sand to a depth of 1.5 feet bgs. Layers of clayey and silty material is present to a depth of 11 feet bgs. This is followed by medium dense silty sand and poorly graded sand to about 50 feet bgs with an 8 feet sandy silt layer at 36.5 feet bgs.

Boring B-3 to B-6 generally consisted of silty sand and sandy silty clay in the upper 2" to 2.5 feet with occasional large gravels encountered. This layer seems to be placed fill material which has been placed under the existing grass play field. Softer silty material is generally presents from 2 feet to 5 feet bgs and is underlain by more clayey material at about 4.5 to 5 feet bgs.

Bulk and relatively undisturbed samples were obtained from the borings for laboratory examination. Variations in the layers conditions, as well as more detailed information are indicated on the attached Log of Borings in Appendix B. The soil conditions described in this report are based on the soils observed in the test borings drilled for this investigation and the laboratory test results. It is possible that soil conditions could vary in areas other than the boring locations.

## 6. LABORATORY TESTING

Laboratory testing, including moisture & density determination, gradation, consolidation, expansion index, and R-value test were performed on selected samples obtained from the borings to aid in the classification of the encountered layers and to evaluate their general properties. The results of performed laboratory tests as well as the results of corrosion series (sulfates, chlorides, resistivity, and pH) tests are provided in Appendix C.

## 7. GROUNDWATER

The subject site is relatively flat, having an average elevation of about 132 feet Above Mean Sea Level (AMSL). Groundwater was not encountered in our exploratory borings conducted at the site. The map shown in "Seismic Hazard Zone Report 034, for Southgate 7.5-Minute Quadrangle", published by Department of Conservation, The California Division of Mine and Geology (1998), indicate roughly the historical depth to groundwater in the vicinity of the site at 8 to 10 feet. Recent measurements from two nearest observation wells shows that the depth to groundwater is ~164 feet at 3 miles northwest of the project site and is ~71 feet at 4.3 miles southeast of the project site. Based on the site topography, data obtained from the exploratory borings conducted at the site, as well as published & recorded data within the area, the groundwater depth at the site is lower than 10 feet from the existing grade and it is unlikely that groundwater would be encountered during the course of construction for the proposed synthetic field.

## 8. SITE GEOLOGY

Dibblee (2007) showed most of the site to be underlain by the recent Pleistocene member of the Quaternary age consisting of young alluvial deposits predominantly by the San Gabriel River and Rio Hondo deposition. Geologic map of the area surrounding the site is shown as Figure G-1 within Appendix G. Borings placed on the site during our investigation on July 15, 2015 encountered between about 10 feet layer consisting of silty clay and clayey silt, underlain by 40 feet of medium dense sands.

## 9. LANDSLIDING & LIQUEFACTION

The site is relatively flat. Based on our review, the site is not located in a Landslide Hazard zone on the State of California Seismic Hazards Zones Map (Figure D-1 within Appendix D). No evidence for landsliding was observed on or in the immediate vicinity of the site. Therefore, it is our opinion that landsliding is not a potential hazard on the site.

Liquefaction may occur when saturated, loose to medium dense, cohesionless soils are densified by ground vibrations. The densification results in increased pore water pressures if the soils are not sufficiently permeable to dissipate these pressures during and immediately following an earthquake. When the pore water pressure is equal to or exceeds the overburden pressure, liquefaction of the affected soil layers occurs. For liquefaction to occur, three conditions are required:

- Ground shaking of sufficient magnitude and duration;
- A ground water level at or above the level of the susceptible soils during the ground shaking; and
- Soils that are susceptible to liquefaction.

The subject site lies within a Liquefaction Hazard Zone on the State of California Seismic Hazards Zones Map (Figure D-1, Appendix D). Therefore, a liquefaction evaluation is performed for the site and the results are provided in Appendix E. The resulted ground settlement due to liquefaction is somewhere around 6 inches.

## 10. EARTHQUAKE-INDUCED GROUND SETTLEMENT

Strong ground motion during earthquake will reduce the pore space between soils particles and it is well known that loose sands tend to compress during dynamic shaking. Soils underlying the site and to the depth explored consist of large layers of poorly graded sand with silt intrusions.

For this site, and due to the proximity of the site to a few active faults and the expected motion at the site, a settlement analyses is performed. The analysis performed to determine the probable settlement to occur due to considerable ground shaking and ground water level being deeper than 50 feet bgs. The resulting analyses show a maximum dry settlement of about 0.67 inches at the site.

## 11. CONCLUSIONS AND RECOMMENDATIONS

### 11.1. GENERAL

We have reviewed the provided layout of the proposed developments and based on the provided information, as well as our understanding of the project, have determined that the planned development is feasible from a geotechnical engineering point of view, provided the geotechnical recommendations presented in this report are followed.

The following sections of this report contain geotechnical information and recommendations for the design and construction of the proposed synthetic turf field, restroom building, and driveway. It is recommended that a formal review of civil plans be performed by GAI when plans become available, to verify the applicability of the recommendations contained herein.

### 11.2. GRADING

**Synthetic Field:** As a common detail for synthetic fields, the manufacturer/civil design engineer's recommended detail requires a layer of base materials to underlay the surface blanket of the synthetic mat. A minimum 4 inches thick layer of base materials should be placed, and compacted to 90% to 92% of the maximum dry density obtained per ASTM D1557. The subgrade soils to receive the base materials shall be scarified to a minimum depth of 8 inches, moisture conditioned to a moisture content between 3% and 6% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

After scarification and prior to placement of base material, the subgrade shall be observed and confirmed to be competent by the Geotechnical Engineer of Record.

**Decomposed Granite Hydroseed Installation:** The area where the DG paving will be laid should be excavated. Then, a weed barrier, such as landscaping fabric, should be laid down and landscape edging should be installed around the perimeter. Next, the DG will be placed and compacted. Before placing the fabric, the exposed subgrade soils to receive the DG shall be scarified to a minimum depth of 6 inches, moisture conditioned to a moisture content between 3% and 6% above

the optimum moisture content, and compacted to at least 92% of the maximum dry density obtained per ASTM D1557.

**Prefabricated Restroom Building:** The shallower soils underlying the proposed area for the structure consist of silty sand and silt-clay mixtures. In order to minimize the potential for excessive total or differential settlement due to the existence of shallow loose/soft soils underlying the proposed building's footprint area, as well as to ensure a uniform bearing pad for the new structure, improvement of the on-site soils are recommended. It is our recommendation that the on-site soils below the entire footprint of the subject buildings be over-excavated, reworked and backfilled, so that the footings for the buildings will be supported entirely on 18 inches of compacted fill/engineered fill. Fill material shall comply with the specifications provided in Section 11.5 of this report. The over-excavation shall extend at least 2 feet from outer face of the perimeter footings, all around the structures perimeter.

The backfilled materials shall be moisture-conditioned to a moisture content between the optimum moisture content and 2% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557. Following the over-excavation, we recommend that the areas to receive engineered fill be scarified to a minimum depth of 8 inches, moisture conditioned to a moisture content between the 3% and 6% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

After scarification and prior to placement of base material, the subgrade shall be observed and confirmed to be competent by the Geotechnical Engineer of Record.

### 11.3. DRAINAGE

Employment of a system of collecting pipes and basins, so the wash water for the synthetic field and any other infiltrated water from the surface be collected and drained away without being permitted to encroach onto the native subgrade contact is recommended.

### 11.4. GENERAL GRADING REQUIREMENTS

All fills, unless otherwise specifically stated in the report, shall be compacted to at least 90% of the maximum dry density as determined by ASTM D 1557 Method of Soil Compaction. The moisture content during compaction shall be as stated below, unless otherwise specifically stated in the report.

1. No fill shall be placed until the area to receive the fill has been adequately prepared and approved by the Geotechnical Consultant or his representative.
2. Fill soils should be kept free of debris and organic material.
3. Rocks or hard fragments larger than 3 inches may not be placed in the fill without approval of the Geotechnical Consultant or his representative, and in a manner specified for each occurrence.
4. The fill material shall be placed in layers which, when loose, shall not exceed 8 inches per layer. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to insure uniformity of material and moisture.
5. When the moisture content of the fill material is too low to obtain adequate compaction, water shall be added and thoroughly dispersed until the soil has a moisture between the optimum and 2% over optimum moisture content.
6. When the moisture content of the fill material is too high to obtain adequate compaction, the fill material shall be aerated by blading or other satisfactory methods until the soil has moisture content between the optimum moisture content and 2% over optimum moisture content.
7. Fill and cut slopes should not be constructed at gradients steeper than 2:1 (H:V).

### 11.5. FILL MATERIALS

The on-site sandy silt and silt-clay mixture layers has been determined to have low expansion potential. The on-site soils or import materials may be used for backfilling purpose. Import materials should contain sufficient fines (binder material) so as to be relatively impermeable and result in a stable subgrade when compacted. The imported materials being used for backfilling purpose should be low-expansive, with an expansion index (EI) less than 30 and free of organic materials, debris, and cobbles larger than 3 inches, with no more than 25 percent of the materials being larger than 2 inches in size and no more than 25% passing #200 sieve. A bulk sample of potential import material, weighing at least 30 pounds, should be submitted to the Geotechnical Consultant at least 72 hours before fill operations. All backfill materials, as well as proposed import materials should be approved by the Geotechnical Consultant prior to being placed at the site.

### 11.6. SEISMIC COEFFICIENTS

Under the Earthquake Design Regulations of Chapter 16A, Section 1613 of the CBC 2013, and using the mapped acceleration parameters obtainable from the program available in the USGS

website, the following coefficients and factors, presented in the following table, apply to lateral-force design for structures at the site. Also the USGS Design Maps Summary Report is presented as Figure G-5 within Appendix G.

| | |
|---|---|
| Site Class (CBC 2013 – 1613A.5.2) | D |
| Seismic Design Category based on Risk Category II (CBC 2013-Table 1604.5 &1613A.3.5) | D |
| Mapped Acceleration Parameter for Short Period (0.2 Second), $S_S$ | 1.961 |
| Mapped Acceleration Parameter for 1.0 Second, $S_1$ | 0.692 |
| Adjusted Maximum Spectral Response Parameter for Short Period (0.2 Second), $S_{MS}$ | 1.961 |
| Adjusted Maximum Spectral Response Parameter for 1.0 Second Period , $S_{M1}$ | 1.038 |
| Design Spectral Response Acceleration Parameter, $S_{DS}$ | 1.307 |
| Design Spectral Response Acceleration Parameter, $S_{D1}$ | 0.692 |

Project Site Coordinates: Longitude: W118.19329° Latitude: N33.96488°
Project Site Soil Classification: Stiff Soil

## 11.7. FOUNDATION

### 11.7.1. General

At the time of preparation of this report, we have not been provided with the order of the anticipated structural loads applicable on the footings and foundation of the proposed restroom building. As mentioned before, the proposed new building is a one-story prefabricated restroom building which is generally considered light weight structures. For the purpose of preparing this report we assumed that the structure will impose column loads of less than 25 kips and continuous footing loads of less than 2 kips per foot (kpf), and may be supported on individual spread or continuous footings. We recommend that the new footings be found entirely within the recommended engineered fill placed as per the "Grading" section of this report, so that the footings are supported on at least 3 feet of compacted fill, as recommended. The compacted fill shall laterally extend at least 5 feet beyond the exterior face of the perimeter footings.

### 11.7.2. Bearing Capacity

The proposed structures may be supported on spread and/or strip footings designed using a bearing value of 2,000 pounds per square foot (psf), provided that the recommendations addressed in this report is followed. The recommended bearing value is a net value and the weight of concrete in the

footings may be taken as 50 pounds per cubic foot (pcf). The weight of soil backfill may be neglected when determining the downward loads from the footings. A one-third increase in the bearing value may be used when considering wind or seismic loads. The footings for the proposed developments should extend a minimum of 18 inches below the lowest adjacent finished grade. Individual column pads/spread footings and continuous strip/wall footings should have minimum widths of 24 and 12 inches, respectively.

### 11.7.3. Lateral Resistance

Lateral loads may be resisted by soil friction and by the passive resistance utilized by the compacted granular engineered fill. A coefficient of friction of 0.35 may be used between the footings, floor slabs, and the supporting soils. The passive resistance of level properly compacted fill soils may be assumed to be equal to the pressure developed by a fluid with a density of 250 pcf, to a maximum pressure of 3,000 psf. A one-third increase in the passive value may be used for wind or seismic loads. The frictional resistance and the passive resistance of the soils may be combined provided that the passive resistance is reduced by one-third.

### 11.7.4. Settlement

Based on the results of our analyses and provided that our recommendations in preceding sections of this report are followed, we estimate that the maximum total static settlement under sustained loads will be less than 1/2 inches for the introduced maximum structural loads. It is anticipated that the most of the settlement will occur after completion of the construction. Therefore, a differential settlement of 1/4 inch for the sustained load would be anticipated. Additionally, the effect of excess settlement due to earthquake motions should be considered. The results of seismic-induced dry settlement analysis provided in the Appendix E of this report indicate a maximum total settlement of about 3/4 inches. Therefore it is our recommendation that the foundations should be evaluated and designed for a static differential settlement of 1/4 inch and a combined differential settlement of 2/3 inch within a horizontal distance of 30 feet. The recommended settlement values are based on the consideration of seismic-induced dry settlement, not liquefaction. It is our opinion that due to excessive amount of liquefaction settlement at the site and low importance of the restroom building, any kind of mitigation to reduce liquefaction settlement would be economically unrealizable. However, mitigation measures for the said restroom building against liquefaction settlement will be provided upon request.

## 11.8. FLOOR SLABS

### 11.8.1. General

As we understand, the proposed building will not have a subterranean floor. The interior slab-on-grades, will be supported on compacted granular fill, constructed per the preceding recommendations within "Grading" section of this report. For the areas outside the building pad, the slabs-on-grade bearing light weight and conventional loads shall be underlain by a minimum of 12 inches of compacted imported granular soils, which shall be compacted to a minimum of 90% relative compaction per ASTM D1557. Prior to placement of the above recommended granular fill layer, the upper layer of exposed subgrade shall be scarified to a minimum depth of 8 inches, moisture-conditioned to a moisture content between 3% and 6% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

The building floor slabs, as a minimum, should have a nominal thickness of 4 inches and contain No. 4 bars spaced a maximum of 18 inches on center, in both directions. It is recommended that the compacted subgrade be moistened prior to casting floor slabs. Thicker slabs and additional reinforcement may be required depending on the floor loads and the structural requirements. These conditions are referred to the Project Structural Engineer.

Perimeter grades around the building should be sloped in a manner allowing water to drain away from the structure and not to pond next to the foundations. Roof down drains should be connected to underground pipes carrying water away from the building area or have extenders so water does not drain and pond next to the building.

### 11.8.2. Moisture Sensitive Floor Covering

Water vapor transmitted through floor slabs is a common cause of floor covering problems. In areas where moisture-sensitive floor coverings (such as tile, hardwood floors, linoleum or carpeting) are planned, a vapor barrier should be installed below the concrete slab to reduce excess vapor drive through the slab.

The function of the recommended impermeable membrane (vapor barrier) is to reduce the amount of soil moisture or water vapor that is transmitted through the floor slab. The membrane should be at least 15-mil thick and care should be taken to preserve the continuity and integrity of the membrane beneath the floor slab. At least 4 inches of free drainage gravel, with no more than 2 percent passing ASTM No. 200 sieve, should be placed below the vapor barrier to serve as a capillary break. The gravel layer shall be compacted to a minimum of 92% relative compaction per

ASTM D1557. The gradation for the free drainage material used shall conform to the requirements for No. 3 Concrete Aggregates as specified in section 200-1.4 of the Greenbook 2012.

Another factor affecting vapor transmission through floor slabs is the water to cement ratio in the concrete used for the floor slab. A high water to cement ratio increases the porosity of the concrete, thereby facilitating the transmission of water vapor through the slab. The Project Structural Engineer should provide recommendations for design of concrete for footings and floor slabs in accordance with the latest version of the applicable codes.

## 11.9. PAVEMENT DESIGN AND CONSTRUCTION

### 11.9.1. General

As we understand, the City intends to extend the existing driveway/parking lot into the western edge of the existing play field and its adjacent walkway. It is proposed to remove the existing asphalt pavement within a portion of the existing driveway/parking lot at project site and place a new layer of asphalt atop the removed area as well as the intended extension into the existing walkway and play field. The existing driveway will be closed out and a new one is proposed to be placed at the south side of new pavement section. The following sections provide our recommendation for reconstruct of the entire pavement.

### 11.9.2. New Pavement Section Recommendations

It is our recommendation that a minimum thickness of 12 inches of the on-site soils underlying the pavement sections, i.e. Base layer, should be over-excavated, re-worked, and compacted for the entire area receiving asphalt pavements. The backfilled materials shall be moisture-conditioned to a moisture content between 2% and 5% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

Following the over-excavation, we recommend that the areas to receive engineered fill be scarified to a minimum depth of 8 inches, moisture conditioned to a moisture content between 3% and 6% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

One sample of the subgrade soil were obtained from subgrade soils within the project limits. The following pavement section recommendations are based on the tests performed indicating that on-site subgrade soils have a minimum R-value of 24.

| Traffic Index | Asphalt Thickness (Inches) | Base Course (CAB) Thickness (Inches) |
|---|---|---|
| 4 | 3 | 6 |
| 5 | 4 | 6 |
| 6 | 4 | 8 |

Base course material should consist of crushed aggregate base (CAB) as defined by Section 200-2.2 of the Standard Specifications for Public Works Construction ("Greenbook"). In lieu of CAB materials, Crushed Miscellaneous Base (CMB) materials as defined by Section 200-2.4 of the Standard Specifications for Public Works Construction ("Greenbook") may be used. Base course should be compacted to at least 95 percent of the maximum dry density of that material. The assumed R-value in design of the above provided preliminary sections for CAB material is 78.

Base course material should be purchased from a supplier who will certify the base course will meet or exceed the specifications in the Greenbook as indicated. We could, at your request, perform sieve analysis and sand equivalency tests on material delivered to the site which appears suspect. Additional tests could be performed, upon request, to determine if the material is in compliance with the specifications. The pavement section recommendations presented above are based upon assumed Traffic Index values. GAI does not take responsibility for the numerical determination of the Traffic Index values or the areas where they apply within the site. We would be pleased to provide pavement section recommendations for alternative Traffic Index values upon request.

In order to increase pavement performance and extend the pavement life, concrete curbs should be deepened to extend at least 6 inches into the base course material. The intent of deepening the curbs and gutters is to form a "cut-off" wall to reduce the amount of water flow through the Base from adjacent landscaped areas. Subgrade soils which become saturated as a result of water flowing through Base material can reduce the life of the pavement. The curbs should be deepened to an elevation of at least 4 inches below the bottom level of the proposed base course section.

Any on-site surficial organic soils within landscaped/turf areas cannot be used as subgrade material under the roadways and parking areas. The over-excavation shall be laterally extended a minimum of 2 feet beyond the perimeters and edges of parking areas, roadways and curbs. Any abandoned footing and / or underground concrete structure within the work limit shall be removed entirely and backfilled to the grade.

## 11.10. CONCRETE FLATWORK

It is recommended that a layer of Crushed Miscellaneous Base (CMB), minimum 6 inches thick, be placed under the flatwork. Prior to placement of the base layer, the exposed subgrade shall be

scarified to a minimum depth of 8 inches, moisture-conditioned to between 3% and 6% above the optimum moisture content, and compacted to at least 90% of the maximum dry density obtained per ASTM D1557.

After the subgrade is compacted, an about 6 inch thick layer of CMB complying with the requirements of Section 200.2.4 of the Greenbook, shall be placed. The CMB layer should be compacted to at least 92 percent of the maximum dry density of that material. The minimum recommended thickness for concrete flatwork is 4 inches.

### 11.11. CEMENT TYPE

The recommended cement type to be used in construction of any concrete in contact with the on-site soil is Cement Type V. The maximum allowable water to cement ratio for the reinforced concrete footings shall be limited to 0.45. The final determination of concrete class and specifications is referred to the project structural engineer.

### 11.12. UTILITY TRENCH BACKFILLING

A minimum of 4 inches of bedding material shall be first placed below the bottom of the utility line, on a firm and unyielding subgrade. Bedding material shall also be placed immediately around a utility line extending to a point 12 inches above the top of the line. The bedding material should consist of sand, fine-grained gravel, or cement slurry to support the line and protect it. The bedding material should meet the specification given in the latest edition of the "Standard Specification for Public Works Construction" (Greenbook). Sand or gravel should be compacted in accordance with Greenbook specifications.

Above the bedding material and up to the finished ground surface, utility trench backfills may consist of low-expansive material (EI less than 30) or on-site native material, if suitable, and should be mechanically compacted to at least 90 percent of the maximum dry density of the soils, except below pavements or within the areas with a higher relative compaction such as building pads. A minimum relative compaction of 95 percent will be required in the upper 12 inches of the backfill underneath the pavement areas and the minimum required relative compaction for the upper 24 inches within the building pads shall be as set forth for the building pads. Prior to backfilling, the gradation and expansivity of the backfill material shall be tested, reviewed, and approved by the soils engineer. The bedding materials and backfilling should be placed in accordance with Sections 306-1.2.1 and 306-1.3 of the "Standard Specification for Public Works Construction" (Greenbook).

When adjacent to any footings, utility trenches and pipes should be located above an imaginary line measured at a gradient of 1:1 (H:V) projected down from the bottom edges of any footings. Otherwise the pipe should be designed to accept the lateral effect from the footing load, or the footing bottom should be deepened as needed to comply with this requirement, into competent materials.

For bedding and backfilling of trenches and upon approval of the soils engineer, slurry mix (CLSM) may be used. The slurry mix shall comply with the requirements of Section 201-6 of the "Standard Specification for Public Works Construction" (Greenbook). The backfill material shall be observed, tested and approved by the Geotechnical Engineer.

### 11.13. TEMPORARY EXCAVATIONS

The proposed structure will include shallow conventional footings. Based on the grading recommendations provided, it is expected that the excavation for grading and construction of the shallow conventional strip/spread footings be as deep as about 3 feet bgs. The shallow soils at the site are expected to be temporarily stable when excavated at a gradient of 1:1 (H:V) for excavations that are less than 5 feet in height. The top of slopes should be barricaded to prevent vehicles and storage loads within 5 feet of the tops of the slopes. A greater setback may be necessary when considering heavy vehicles, such as concrete trucks and cranes; we should be advised of such heavy vehicle loadings so that specific setback requirements can be established. When excavating adjacent to footings of existing buildings, proper means should be employed to prevent any possible damage to the existing structures. Adjacent to existing buildings, un-shored excavations should not extend below a 1:1 (H:V) plane extending downward from the lower edge of adjacent footings. Where there is insufficient space to slope back an excavation, shoring or sequential excavation may be required. All regulations of State or Federal OSHA should be followed.

Temporary excavations are assumed to be those that will remain un-shored for a period of time not exceeding 10 days. In dry weather, the excavation slopes should be kept slightly moist, but not saturated. If excavations are made during the rainy season (normally from November through April), particular care should be taken to protect slopes against erosion. Mitigative measures, such as installation of berms, plastic sheeting, or other devices, may be warranted to prevent surface water from flowing over or ponding at the top of excavations.

## 12. SOIL EXPANSIVITY

We have performed expansion index test on a selected soil sample, obtained from boring B-5, to determine the expansion characteristics of the on-site shallow soils. The sample was obtained from on-site soils at about 2 inches to 1.5 feet deep below the existing grade, which is susceptible to expansion when facing seasonal cycles of saturation/desiccation. The test result is presented in the following table:

| Sample Location | Sample Depth bgs | Expansion Index (EI) | Potential Expansion (ASTM D4829 – 08) |
|---|---|---|---|
| Boring B-5 | 0.2' – 1.5' | 21 | Low |

Based on the test result, the on-site sandy silty clay soils within the footprint of the proposed developments determined to have a low expansion potential, (based on ASTM D4829-08), and as such, the recommendations provided in this report should be incorporated into the design and construction.

## 13. SOIL CORROSIVITY

AP Engineering & Testing, Inc. performed corrosivity tests on a sample of the on-site soils at boring B-2 and the results of the tests are presented in Appendix C of this report. It is concluded that the amount of sulfate in tested shallow soils is about 0.3 percent by weight (water soluble sulfate), which indicates severe sulfate exposure. The resistivity test result indicates existence of a severely corrosive condition. Further interpretation of the corrosivity test results, including the resistivity value, and providing corrosion design and construction recommendations are referred to corrosion specialists/consultants.

## 14. OBSERVATION AND FIELD TESTING

This report has been prepared assuming that Geo-Advantec, Inc. will perform all geotechnical-related field observations and testing. If the recommendations presented in this report are utilized, and observation of the geotechnical work is performed by others, the party performing the observations must review this report and assume responsibility for recommendations contained herein. That party would then assume the title "Geotechnical Consultant of Record".

A representative of the Geotechnical Consultant should be present to observe all grading operations as well as all footing excavations. A report presenting the results of these observations and related testing should be issued upon completion of these operations.

## 15. CLOSURE

The findings and recommendations presented in this report were based on the results of our field and laboratory investigations, combined with professional engineering experience and judgment. The report was prepared in accordance with generally accepted engineering principles and practice. We make no other warranty, either expressed or implied.

The soils encountered in the boreholes are believed to be representative of the total under consideration area for the subject proposed developments; however soil characteristics can vary throughout the site. GAI should be notified if subsurface conditions are encountered which differ from those described in this report.

Samples secured for this investigation will be retained in our laboratory for a period of 45 days from the date of this report and will be disposed after this period unless other arrangements are made.

**ATTACHMENT A**

Should you have any questions concerning this submittal, or the recommendations contained herewith, please do not hesitate to call our office.

Respectfully submitted,
Geo-Advantec, Inc.

| | |
|---|---|
| Jack Lee | Shawn Ariannia, P.E., G.E. |
| Project Engineer | Principal Geotechnical Engineer |

**Appendices:**

Appendix A: Maps and Plans and Figures
- Figure A-1: Vicinity Map
- Figure A-2: Boring Locations Plan-Existing Layout
- Figure A-3: Boring Locations with Proposed Plan-Proposed Developments Layout

Appendix B: Field Exploratory Boring Logs
- Key to Logs
- Boring B-1 through B-6

Appendix C: Laboratory Test Results
- Sieve Analysis Result
- Consolidation Test Result
- R-Value Test Result
- Corrosivity Test Result

Appendix D: Quadrangle Map
- Figure D-1: Seismic Hazard Zones Map

Appendix E: Engineering Analyses Results
- Seismic-Induced Ground Settlement

Appendix G:
- Figure G-1: Geologic Map
- Figure G-2: Fault Activity Map
- Figure G-3: Historical Earthquakes
- Figure G-4: PSH Deaggregation
- Figure G-5: Seismic Design Map

Distribution:
1. Addressee (2 wet stamped sets + a pdf copy via e-mail)
2. File

**ATTACHMENT A**

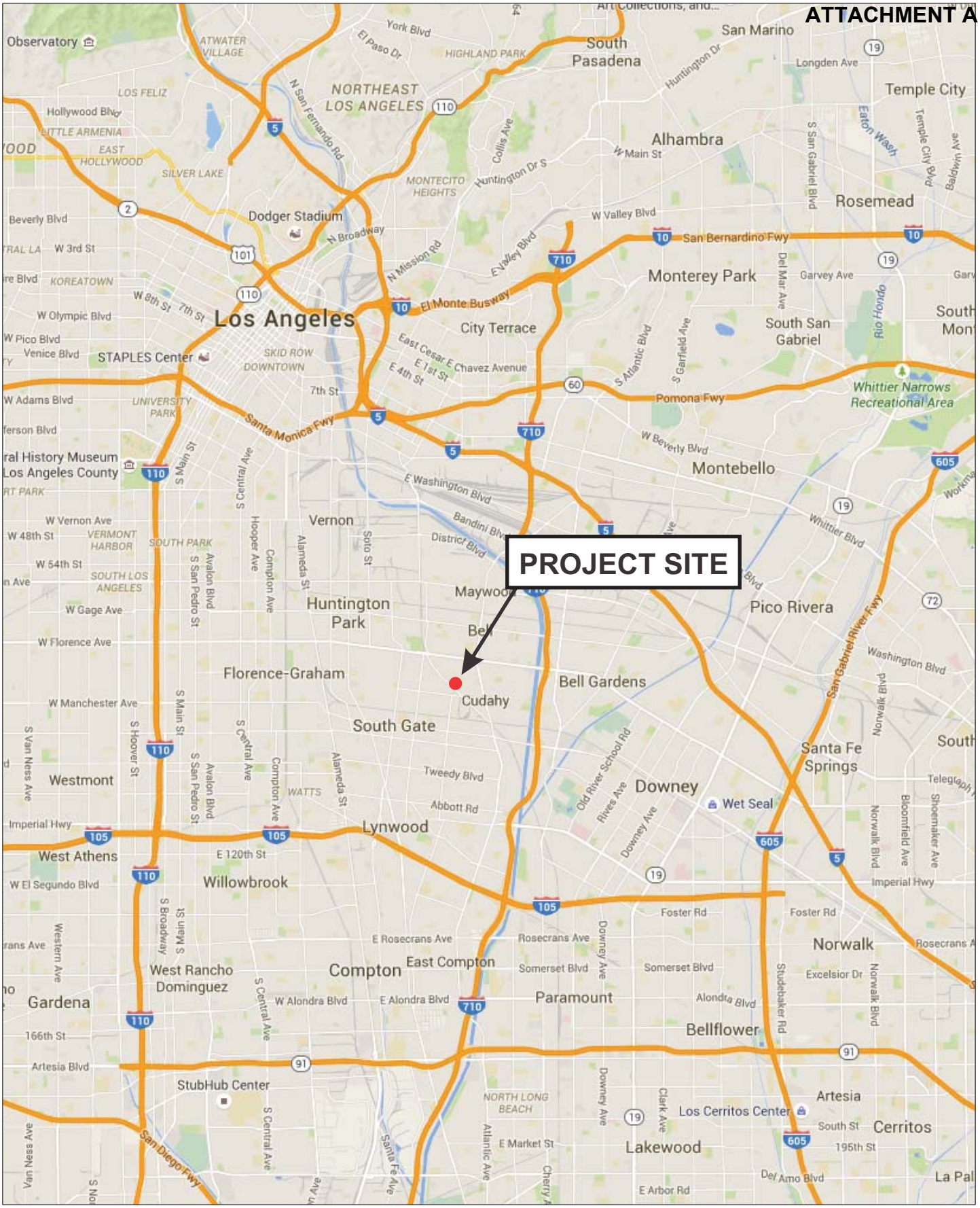
# APPENDICES

**ATTACHMENT A**

# APPENDIX A

## MAPS, PLANS AND FIGURES

ATTACHMENT A




| Geo-Advantec Inc. | | VICINITY MAP | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | A-1 |
| DATE | 07-27-2015 | | |

# ATTACHMENT A

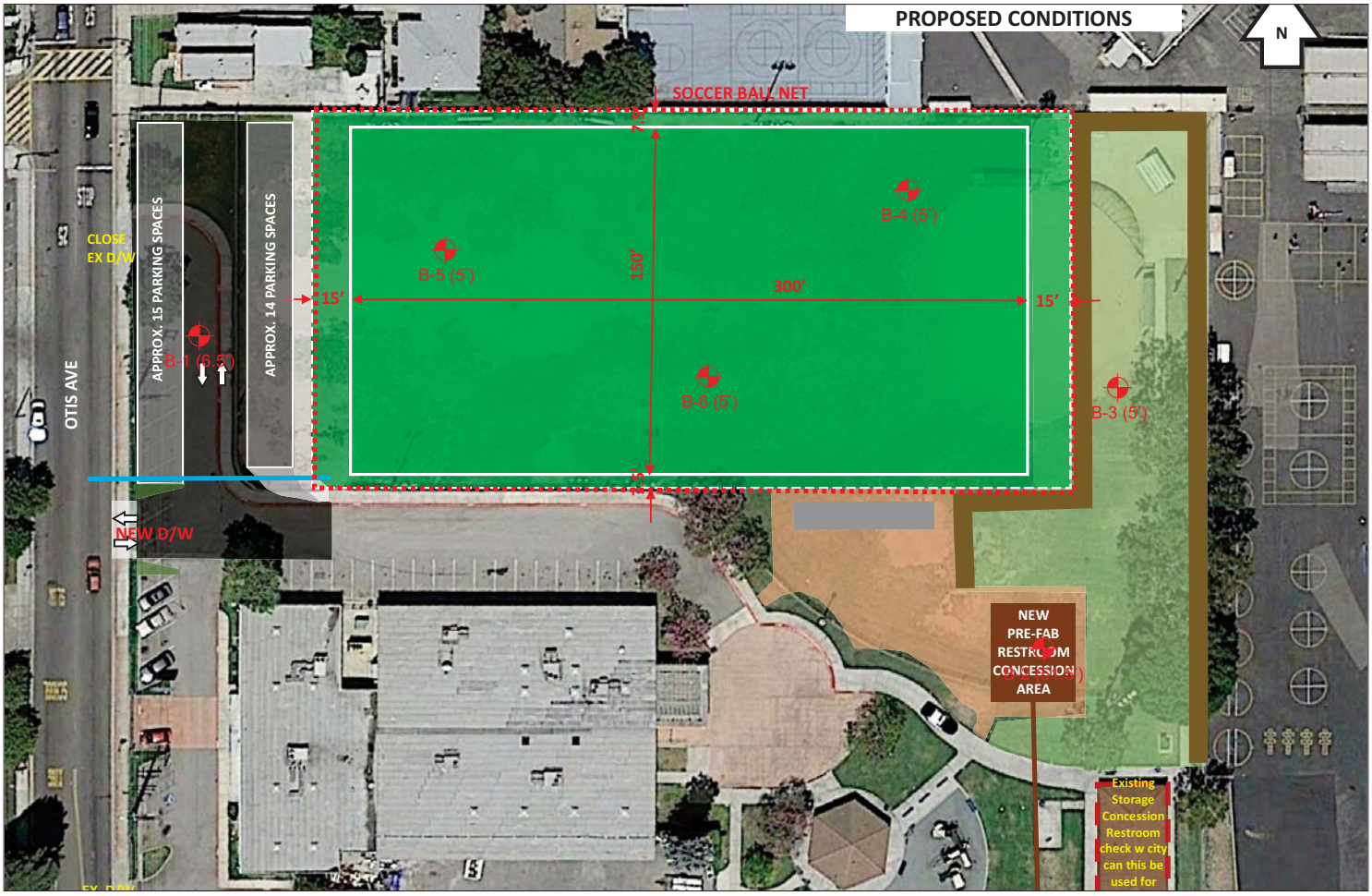
SCALE: 1" = 60'
0 15 30 60

N

LEGEND
Boring Location
Name & Depth B-6 (5')

| Geo-Advantec Inc. | | BORING LOCATIONS PLAN ON EXISTING LAYOUT | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | A-2 |
| DATE | 07-27-2015 | | |

# ATTACHMENT A




SCALE: 1" = 60'
0 15 30 60

| Geo-Advantec Inc. | | BORING LOCATIONS PLAN ON PROPOSED DEVELOPMENT LAYOUT | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | A-3 |
| DATE | 07-27-2015 | | |

LEGEND
Boring Location
Name & Depth B-6 (5')

# APPENDIX B

## FIELD EXPLORATORY BORING LOGS

# KEY TO LOGS

**ATTACHMENT A**

## SOILS CLASSIFICATION

| MAJOR DIVISIONS | | | GRAPHIC LOG | USCS SYMBOL | TYPICAL NAMES |
|---|---|---|---|---|---|
| COARSE GRAINED SOILS<br>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE | GRAVELS<br>MORE THAN 50% OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE | CLEAN GRAVELS<br>LESS THAN 5% FINES | | GW | WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES |
| | | | | GP | POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES |
| | | GRAVELS WITH FINES<br>MORE THAN 12% FINES | | GM | SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES |
| | | | | GC | CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES |
| | SANDS<br>50% OR MORE OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE | CLEAN SANDS<br>LESS THAN 5% FINES | | SW | WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES |
| | | | | SP | POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES |
| | | SANDS WITH FINES<br>MORE THAN 12% FINES | | SM | SILTY SANDS, SAND-SILT MIXTURES |
| | | | | SC | CLAYEY SANDS, SAND-CLAY MIXTURES |
| FINE GRAINED SOILS<br>50% OR MORE OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE | SILTS AND CLAYS<br>LIQUID LIMIT IS LESS THAN 50 | | | ML | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY |
| | | | | CL | INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS |
| | | | | OL | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY |
| | SILTS AND CLAYS<br>LIQUID LIMIT IS 50 OR MORE | | | MH | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR GRAVELLY ELASTIC SILTS |
| | | | | CH | INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS |
| | | | | OH | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS |
| HIGHLY ORGANIC SOILS | | | | PT | PEAT AND OTHER HIGHLY ORGANIC SOILS |

## GRAIN SIZES

| SILT AND CLAY | SAND | | | GRAVEL | | COBBLES | BOULDERS |
|---|---|---|---|---|---|---|---|
| | FINE | MEDIUM | COARSE | FINE | COARSE | | |
| | #200 | #40 | #10 | #4 | 3/4" | 3" | 12" |

SIEVE SIZES

**Bulk Sample**

**Standard Penetration Test (SPT) Sampler**

**Modified California Drive Sampler**

**ATTACHMENT A**

# KEY TO LOGS

| SPT/CD BLOW COUNTS VS. CONSISTENCY/DENSITY | | | | | |
|---|---|---|---|---|---|
| FINE-GRAINED SOILS (SILTS, CLAYS, etc.) | | | GRANULAR SOILS (SANDS, GRAVELS, etc.) | | |
| CONSISTENCY | *BLOWS/FOOT | | RELATIVE DENSITY | *BLOWS/FOOT | |
| | SPT | CD | | SPT | CD |
| SOFT | 0-4 | 0-4 | VERY LOOSE | 0-4 | 0-8 |
| FIRM | 5-8 | 5-9 | LOOSE | 5-10 | 9-18 |
| STIFF | 9-15 | 10-18 | MEDIUM DENSE | 11-30 | 19-54 |
| VERY STIFF | 16-30 | 19-39 | DENSE | 31-50 | 55-90 |
| HARD | over 30 | over 39 | VERY DENSE | over 50 | over 90 |

* CONVERSION BETWEEN CALIFORNIA DRIVE SAMPLERS (CD) AND STANDARD PENETRATION TEST (SPT) BLOW COUNT HAS BEEN CALCULATED USING "FOUNDATION ENGINEERING HAND BOOK" BY H.Y. FANG. (**VALUES ARE FOR 140 Lbs HAMMER WEIGHT ONLY**)

| DESCRIPTIVE ADJECTIVE VS. PERCENTAGE | |
|---|---|
| DESCRIPTIVE ADJECTIVE | PERCENTAGE REQUIREMENT |
| TRACE | 1 - 10% |
| LITTLE | 10 - 20% |
| SOME | 20 - 35% |
| AND | 35 - 50% |

*THE FOLLOWING "DESCRIPTIVE TERMINOLOGY/ RANGES OF MOISTURE CONTENTS" HAVE BEEN USED FOR MOISTURE CLASSIFICATION IN THE LOGS.

| APPROXIMATE MOISTURE CONTENT DEFINITION | | | |
|---|---|---|---|
| DEFINITION | MOISTURE CONTENT (%) | | DESCRIPTION |
| | FINE-GRAINED SOILS (SILTS, CLAYS, etc.) | GRANULAR SOILS (SANDS, GRAVELS, etc.) | |
| DRY | <10 | 2 - 4 | Dry to the touch; no observable moisture |
| SLIGHTLY MOIST | 15-24 | 6-8 | Some moisture but still a dry appearance |
| MOIST | 24-28 | 10-13 | Damp, but no visible water |
| VERY MOIST | 30-38 | 15-20 | Enough moisture to wet the hands |
| WET | >40 | 20-25 | Almost saturated; visible free water |

ATTACHMENT A

# Boring No. : B-1

Sheet: 1 of 1

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** 8" Hollow Stem Auger
**Sampling Method:** Bulk - SPT
**Hammer Weight:** 140 lbs
**Drop Height:** 30"
**Location :** See Figure A-2
**Date Drilled:** 07-15-2015
**Ground Elevation:**
**Lat:**
**Lon:**

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | | ~4" Asphalt Concrete, 6" Base |
| | | | | 1 | | | SC | **Clayey SAND:** medium grained, slightly moist, brown |
| | | | | 2 | | | | |
| | | | | 3 | | | CL | **Slightly Sandy CLAY:** little medium grained sands, slightly moist, dark brown |
| | | | | 4 | | | | |
| | | 2 | | 5 | | | ML | **Sandy SILT:** little medium grained sands, soft, slightly moist, olive brown |
| | | 2 | | | | | | |
| | | 2 | | 6 | | | | |
| | | | | 7 | | | | End of boring @ 6.5'<br>No groundwater encountered |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | | 10 | | | | |

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

ATTACHMENT A

# Boring No. : B-2

Sheet: 1 of 2

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** 8" Hollow Stem Auger
**Sampling Method:** Bulk - CD - SPT
**Hammer Weight:** 140 lbs
**Drop Height:** 30"
**Location :** See Figure A-2
**Date Drilled:** 07-15-2015
**Ground Elevation:**
**Lat:**
**Lon:**

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | SM | ~2" grass + top soil |
| | | | | 1 | | | | **Slightly Clayey Silty SAND:** some gravel, fine, dry to slightly moist, brown |
| | | | | 2 | | | CL | **CLAY with Sands:** some gravel, fine sands, dark gray |
| | | | | 3 | | | | |
| | | | | 4 | | | ML | **Slightly Clayey Sandy SILT:** firm, fine sands, slightly moist, dark brown |
| | 16.9 | 89.7 | 4 3 5 | 5 | | | | |
| | | | | 6 | | | | |
| | | | | 7 | | | | |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | 2 4 6 | 10 | | | | |
| | | | | 11 | | | SP | **Poorly Graded SAND:** fine to medium, loose, slightly moist, orange brown |
| | | | | 12 | | | | |
| | | | | 13 | | | | |
| | | | | 14 | | | | |
| | | | 2 2 4 | 15 | | | ML | **SILT with Sand:** fine to medium sands, soft, olive brown |
| | | | | 16 | | | SM | **Silty SAND:** fine to medium, loose, brown |
| | | | | 17 | | | | |
| | | | | 18 | | | | |
| | | | | 19 | | | | |
| | | | 6 7 8 | 20 | | | SP | **Poorly Graded SAND:** medium grained, medium dense, slightly moist, grayish brown |
| | | | | 21 | | | | |
| | | | | 22 | | | | |
| | | | | 23 | | | | |
| | | | | 24 | | | | |
| | | | 6 6 8 | 25 | | | | |
| | | | | 26 | | | | |
| | | | | 27 | | | | |
| | | | | 28 | | | | |
| | | | | 29 | | | | |
| | | | 6 7 10 | 30 | | | | grades to slightly coarser |
| | | | | 31 | | | | |
| | | | | 32 | | | | |
| | | | | 33 | | | | |
| | | | | 34 | | | | |
| | | | 8 8 9 | 35 | | | | dry to slightly moist |
| | | | | 36 | | | | |
| | | | | 37 | | | ML | **Sandy SILT:** medium grained sands, slightly moist, gray |
| | | | | 38 | | | | |
| | | | | 39 | | | | |
| | | | | 40 | | | | |

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

# Boring No. : B-2

Sheet: 2 of 2

**ATTACHMENT A**

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** Hand Auger
**Sampling Method:** Bulk - CD - SPT
**Hammer Weight:** 140 lbs
**Drop Height:** 30"
**Location :** See Figure A-2
**Date Drilled:** 07-15-2015
**Ground Elevation:**
**Lat:**
**Lon:**

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | 3 4 5 | 40 41 | | | | stiff, moist, dark gray |
| | | | 10 12 14 | 45 46 | | | SM<br>SP | **Silty SAND:** slightly moist, brown<br>**Poorly graded SAND:** medium grained, medium dense, moist, dark gray |
| | | | 2 3 5 | 50 51 | | | CL-ML | **Slightly Silty CLAY:** firm, slightly moist to moist, dark gray |
| | | | | 52 | | | | End of boring @ 51.5'<br>No groundwater encountered |

Depth (ft): 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

ATTACHMENT A

# Boring No. : B-3

Sheet: 1 of 1

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** Hand Auger
**Sampling Method:** Bulk
**Hammer Weight:**
**Location :** See Figure A-2

**Ground Elevation:**
**Lat:**
**Lon:**
**Drop Height:**
**Date Drilled:** 07-15-2015

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | SM | **Silty SAND:** slightly moist, reddish brown |
| | | | | | | | ML | **Slightly Clayey Sandy SILT:** some gravels, tan |
| | | | | 1 | | | | **Sandy SILT:** medium grained sands, slightly moist, olive brown |
| | | | | 2 | | | | grades to less sandy |
| | | | | 3 | | | | |
| | | | | 4 | | | | |
| | | | | 5 | | | | |
| | | | | | | | | End of boring @ 5.5'<br>No groundwater encountered |
| | | | | 6 | | | | |
| | | | | 7 | | | | |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | | 10 | | | | |

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

ATTACHMENT A

# Boring No. : B-4

Sheet: 1 of 1

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** Hand Auger
**Sampling Method:** Bulk
**Hammer Weight:**
**Location :** See Figure A-2

**Ground Elevation:**
**Lat:**
**Lon:**
**Drop Height:**
**Date Drilled:** 07-15-2015

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | | ~2" grass + top soil |
| | | | | | | | SM | **Silty SAND**: medium to coarse, dry, tan |
| | | | | 1 | | | | grades to slightly clayey |
| | | | | 2 | | | | |
| | | | | | | | ML | **SILT**: little fine to medium sands, slightly moist, olive brown |
| | | | | 3 | | | | |
| | | | | 4 | | | | grades to clayey, dark brown |
| | | | | 5 | | | | End of boring @ 5'<br>No groundwater encountered |
| | | | | 6 | | | | |
| | | | | 7 | | | | |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | | 10 | | | | |

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

ATTACHMENT A

# Boring No. : B-5

Sheet: 1 of 1

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** Hand Auger
**Sampling Method:** Bulk
**Hammer Weight:**
**Location :** See Figure A-2

**Ground Elevation:**
**Lat:**
**Lon:**
**Drop Height:**
**Date Drilled:** 07-15-2015

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | CL-ML | ~2" grass + top soil<br>**Sandy Silty CLAY:** slightly moist, olive brown |
| | | | | 1 | | | | |
| | | | | 2 | | | CL | **CLAY:** little fine sands, brown<br>1"-2" size gravels encountered |
| | | | | 3 | | | ML | **SILT**: slightly moist, brown |
| | | | | 4 | | | CL | **CLAY:** little fine to medium sands, dark brown |
| | | | | 5 | | | | End of boring @ 5'<br>No groundwater encountered |
| | | | | 6 | | | | |
| | | | | 7 | | | | |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | | 10 | | | | |

**Geo-Advantec Inc.**

| | |
|---|---|
| PROJECT NO. | 15-1096 |
| DATE | 07-24-2015 |

**BORING LOG**

Lugo Park Community Center - Cudahy, CA

FIGURE

ATTACHMENT A

# Boring No. : B-6

Sheet: 1 of 1

**Drilling Co. :** Geoboden, Inc.
**Drilling Method:** Hand Auger
**Sampling Method:** Bulk
**Hammer Weight:**
**Location :** See Figure A-2

**Ground Elevation:**
**Lat:**
**Lon:**
**Drop Height:**
**Date Drilled:** 07-15-2015

| Sample No. | Moisture Content (%) | Dry Unit Weight (pcf) | Blows | Depth (ft) | Sample Location | Graphic Log | Soil Type (USCS) | Description / Interpretation |
|---|---|---|---|---|---|---|---|---|
| | | | | 0 | | | | ~2" grass + top soil |
| | | | | | | | SM | **Silty SAND with Gravel**: medium to coarse, large gravel, olive brown |
| | | | | 1 | | | | |
| | | | | | | | CL | **CLAY:** little fine sands, olive brown |
| | | | | 2 | | | | |
| | | | | | | | | silty, brown |
| | | | | 3 | | | | |
| | | | | | | | ML | **Slightly Clayey SILT:** brown |
| | | | | 4 | | | | |
| | | | | | | | | grades to more clayey |
| | | | | 5 | | | | End of boring @ 5'<br>No groundwater encountered |
| | | | | 6 | | | | |
| | | | | 7 | | | | |
| | | | | 8 | | | | |
| | | | | 9 | | | | |
| | | | | 10 | | | | |

| Geo-Advantec Inc. | | BORING LOG | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-24-2015 | | |

**ATTACHMENT A**

# APPENDIX C

## LABORATORY TEST RESULTS

# PARTICLE SIZE DISTRIBUTION REPORT

**ATTACHMENT A**

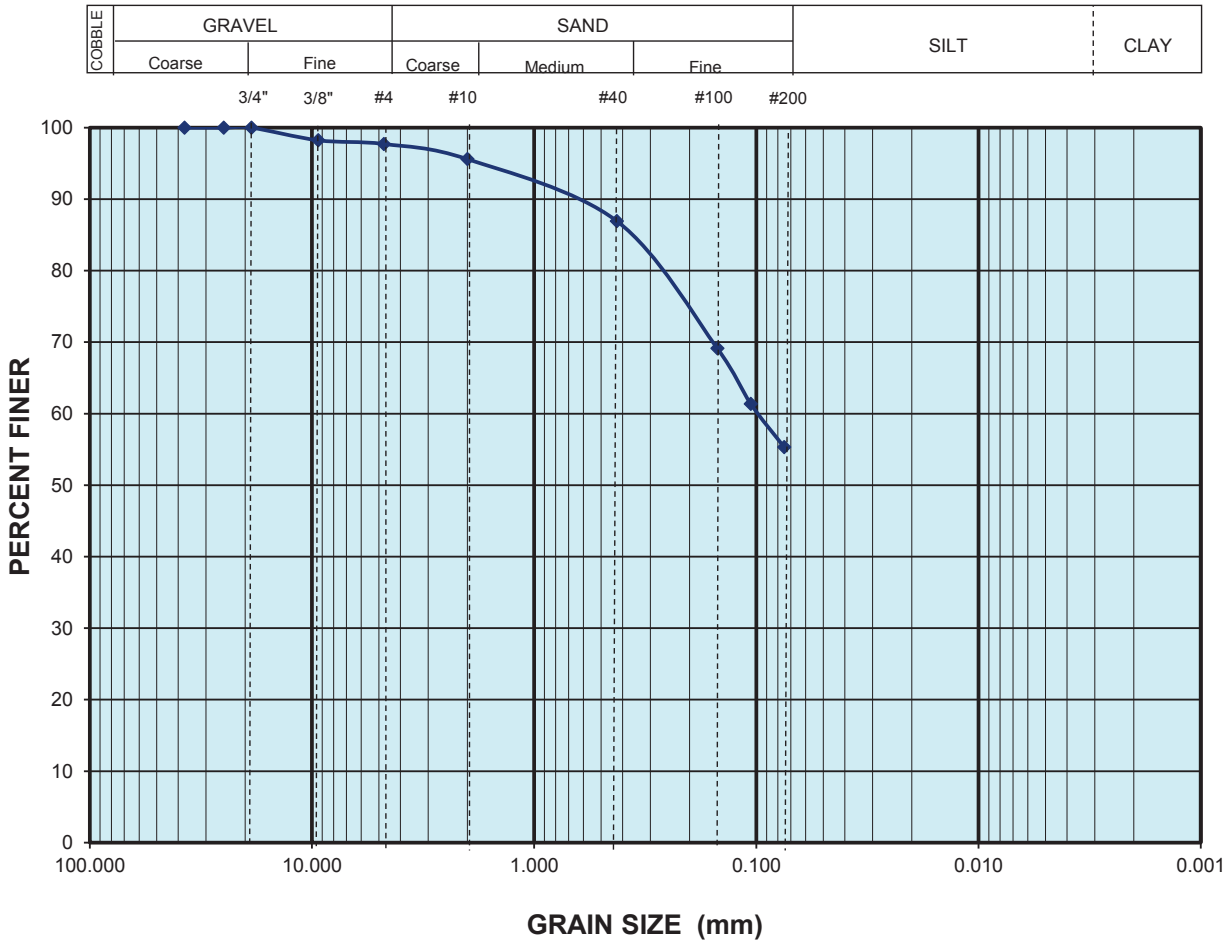
Client: Lugo Park Community Center
Site: Cudahy
Tech: AA

Project No. 15-1096
Date: 07/17/15

Sample B3@20"
Material Sandy Silt (ML)

Test Specification: ASTM D422

| Sieve | Mesh Opening (mm) | Percent Passing (%) |
|---|---|---|
| 1 1/2 in | 37.50 | 100.0 % |
| 1 in | 25.00 | 100.0 % |
| 3/4 in | 18.75 | 100.0 % |
| 3/8 in | 9.38 | 98.2 % |
| No. 4 | 4.75 | 97.7 % |
| No. 10 | 2.00 | 95.6 % |
| No. 40 | 0.43 | 86.9 % |
| No. 100 | 0.150 | 69.1 % |
| No. 140 | 0.106 | 61.4 % |
| No. 200 | 0.075 | 55.3 % |




| Geo-Advantec, Inc. | SIEVE ANALYSIS | FIGURE |
|---|---|---|
| PROJECT NO. 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE 07-27-2015 | | |

# PARTICLE SIZE DISTRIBUTION REPORT

**ATTACHMENT A**

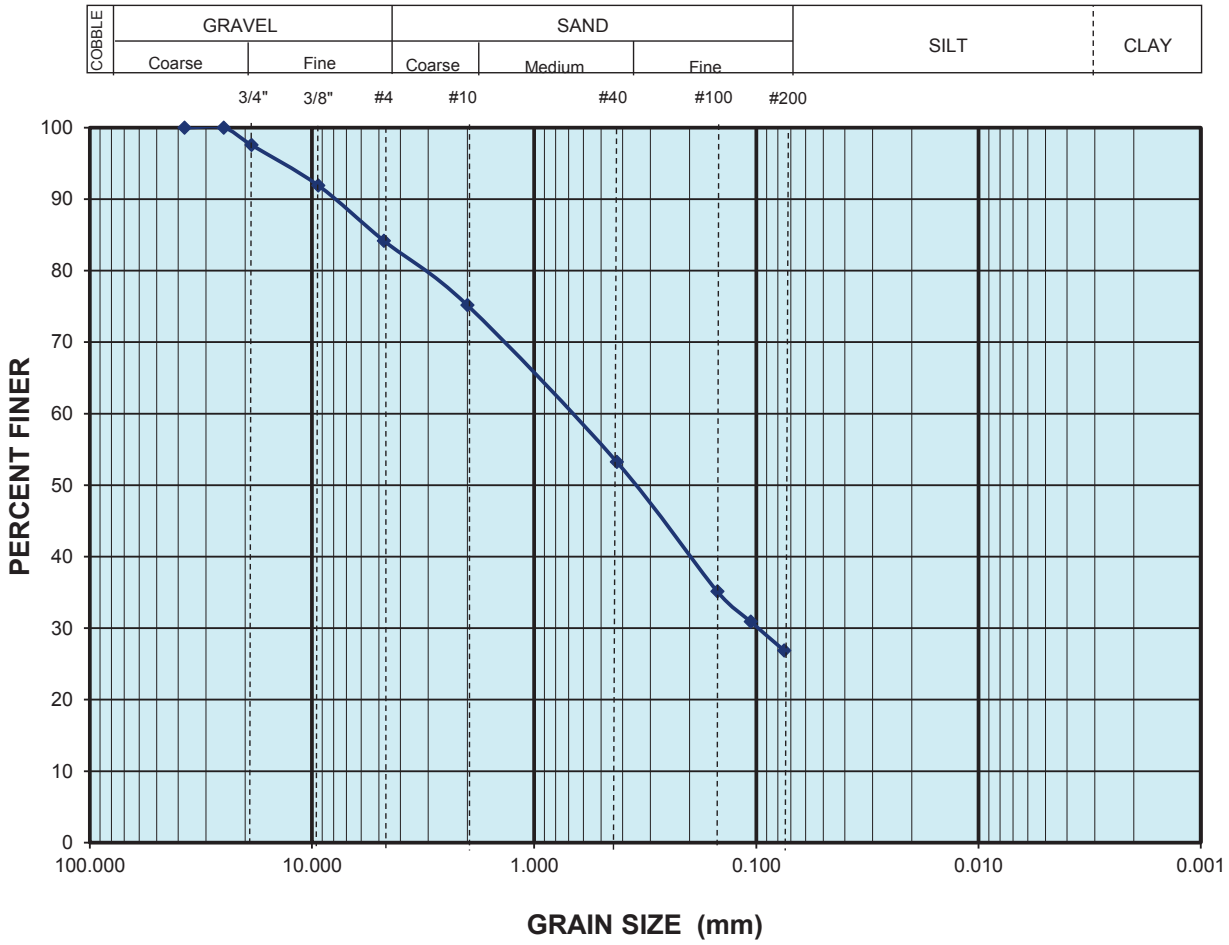
Client: Lugo Park Community Center
Site: Cudahy
Tech: AA

Project No. 15-1096
Date: 07/17/15

Sample B6@0-1.5'
Material Silty Sand with gravel (SM)

Test Specification: ASTM D422

| Sieve | Mesh Opening (mm) | Percent Passing (%) |
|---|---|---|
| 1 1/2 in | 37.50 | 100.0 % |
| 1 in | 25.00 | 100.0 % |
| 3/4 in | 18.75 | 97.6 % |
| 3/8 in | 9.38 | 91.9 % |
| No. 4 | 4.75 | 84.2 % |
| No. 10 | 2.00 | 75.2 % |
| No. 40 | 0.43 | 53.3 % |
| No. 100 | 0.150 | 35.1 % |
| No. 140 | 0.106 | 30.9 % |
| No. 200 | 0.075 | 26.9 % |




| Geo-Advantec, Inc. | SIEVE ANALYSIS | FIGURE |
|---|---|---|
| PROJECT NO. 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE 07-27-2015 | | |

**ATTACHMENT A**

# CONSOLIDATION TEST (Consolidation Curve)

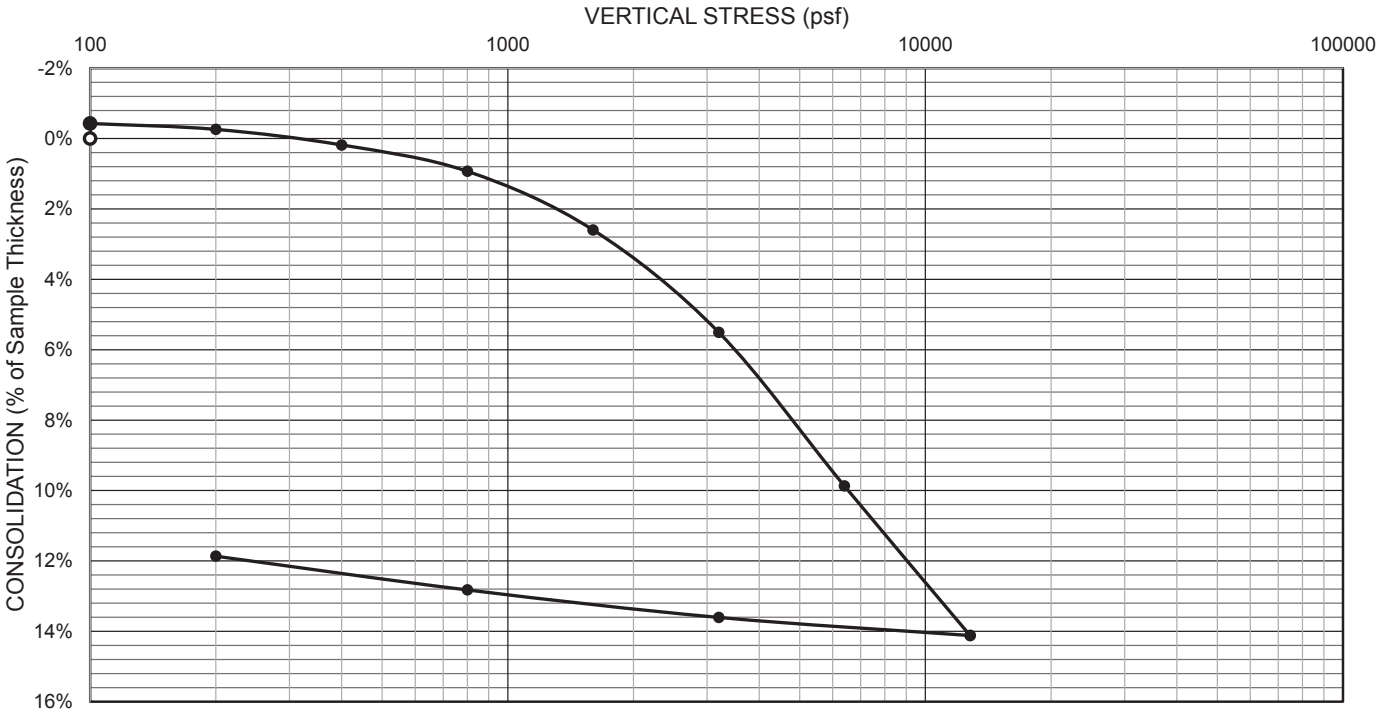
Project / Client: Lugo Park and Restroom Improvements
Project No.: 15-1096
Date Tested: 7/16/2015

Site Location: Lugo Park Community Center - Cudahy, CA
Test Specification: ASTM D 2435

Boring No.: B-2
Sample Depth: 5'
Tested by: AP
Sample Type: Mod Cal

Soil Description: Slightly Clayey Sandy Silt
Water Added: 0 psf

## CONSOLIDATION CURVE




| | | | |
|---|---|---|---|
| Initial Moisture Content | 16.9% | Final water Content | 24.4% |
| Initial Dry Unit Weight | 89.7 | Final Dry Unit Weight | |
| Initial Void Ratio | 0.88 | Final Void Ratio | |
| Initial Degree of Saturation | | Final Degree of Saturation | |
| Assumed Specific Gravity | 2.7 | | |

Remarks: Swell = 0.43% upon inundation

| Geo-Advantec Inc. | ONE-DIMENSIONAL CONSOLIDATION TEST | FIGURE |
|---|---|---|
| PROJECT NO. 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE 07-27-2015 | | |

**ATTACHMENT A**

# R-VALUE TEST DATA

Project / Client: Lugo Park and Restroom Improvements
Project No.: 15-1096
Date Tested: 7/17/2015

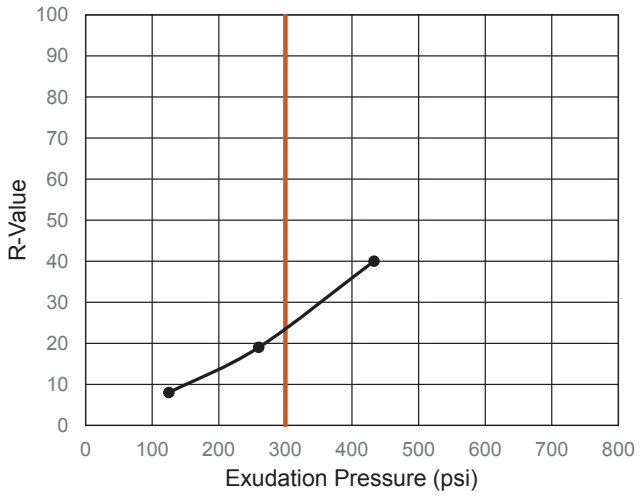
Site Location: Lugo Park Community Center - Cudahy, CA
Test Specification: ASTM D 2844

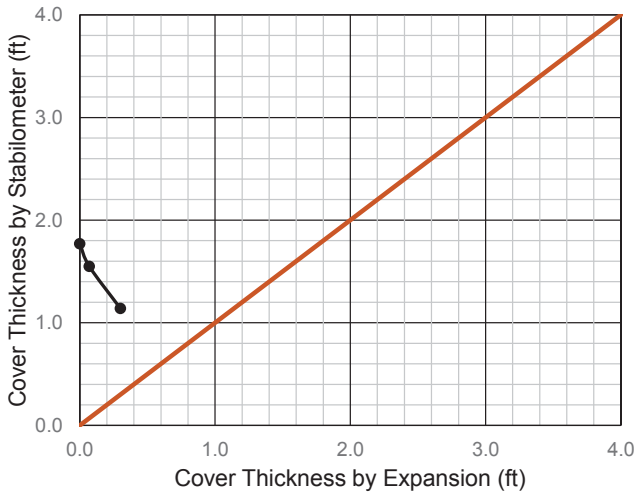
Boring No.: B-1
Sample Depth: 10" - 2.5'
Tested by: AP

Soil Description: Clayey SAND

| Mold Number | A | B | C | |
|---|---|---|---|---|
| Water Added, g | 30 | 15 | 0 | |
| Compact Moisture, % | 16.0 | 14.4 | 12.8 | |
| Compaction Gage Pressure, psi | 60 | 190 | 280 | |
| Exudation Pressure, psi | 125 | 260 | 433 | |
| Sample Height, Inches | 2.6 | 2.5 | 2.6 | |
| Gross Weight Mold, g | 2904 | 2899 | 2865 | |
| Tare Weight Mold, g | 1828 | 1838 | 1820 | |
| Net Sample Weight, g | 1076 | 1061 | 1045 | |
| Expansion, $x10^{-4}$ inches | 0 | 2 | 9 | |
| Stability 2,000 (160 psi) | 62/142 | 52/120 | 37/82 | |
| Turns Displacement | 4.40 | 3.53 | 3.82 | |
| R-Value Uncorrected | 7 | 19 | 38 | |
| R-Value Corrected | 8 | 19 | 40 | |
| Dry Density, pcf | 108.1 | 112.4 | 108.0 | |
| Traffic Index | 8 | 8 | 8 | |
| G.E. by Stability | 1.77 | 1.55 | 1.14 | |
| G.E. by Expansion | 0.00 | 0.07 | 0.30 | |

| | | |
|---|---|---|
| R-VALUE | By Exudation | 24 |
| | By Expansion | *N/A |
| | At Equilibrium (by Exudation) | 24 |
| Remarks | Gf = 1.34, and 0.0% Retained on the 3/4" *Not Applicable | |




| Geo-Advantec Inc. | | R-VALUE TEST | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-27-2015 | | |

**ATTACHMENT A**

# CORROSION TEST RESULTS

Project / Client: Lugo Park and Restroom Improvements

Project No.: 15-1096

Date Tested: 7/17/2015

Site Location: Lugo Park Community Center - Cudahy, CA

Test Specification: (See notes)

Tested by: AP

Sample Type:

| Boring No. | Sample No. | Depth (feet) | Soil Type | Minimum Resistivity (ohm-cm) | pH | Sulfate Content (ppm) | Chloride Content (ppm) |
|---|---|---|---|---|---|---|---|
| B-2 | - | 5 | ML | 315 | 7.5 | 3312 | 5990 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

NOTES:

Resistivity Test and pH: California Test Method 643

Sulfate Content: California Test Method 417

Chloride Content: California Test Method 422

ND = Not Detectable

NA = Not Sufficient Sample

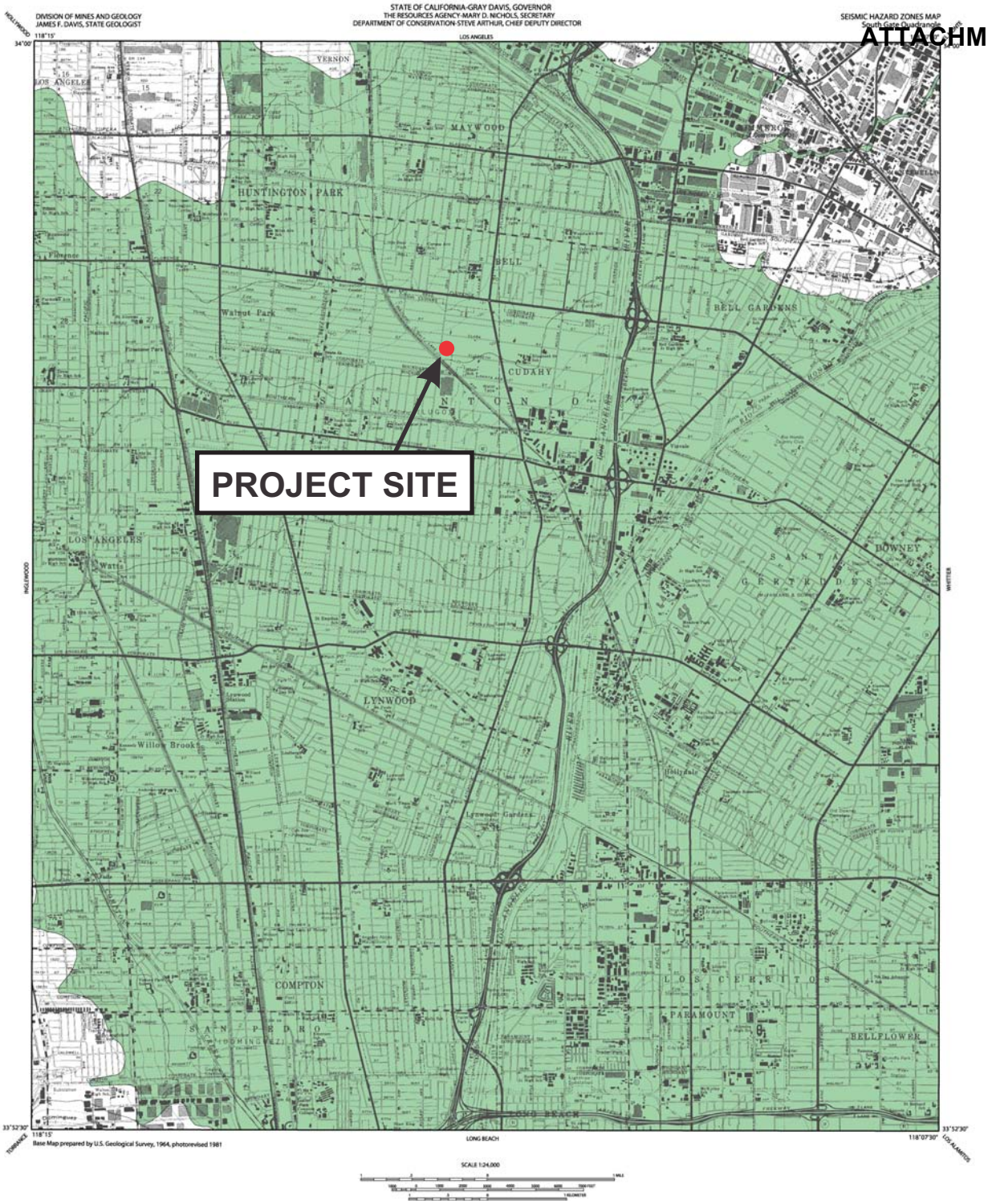
NR = Not Requested

| Geo-Advantec Inc. | | CORROSION TEST RESULTS | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | |
| DATE | 07-27-2015 | | |

# APPENDIX D

## QUADRANGLE MAP

**ATTACHMENT A**




**OFFICIAL MAP**

Released: March 25, 1999

STATE GEOLOGIST

**STATE OF CALIFORNIA**

**SEISMIC HAZARD ZONES**

Delineated in compliance with
Chapter 7.8, Division 2 of the California Public Resources Code
(Seismic Hazards Mapping Act)

**SOUTH GATE QUADRANGLE**

**MAP EXPLANATION**

**Zones of Required Investigation:**

**Liquefaction**
Areas where historic occurrence of liquefaction, or local geological, geotechnical and groundwater conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

| Geo-Advantec Inc. | | SEISMIC HAZARD ZONES MAP | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, California | D-1 |
| DATE | 07-27-2015 | | |

**ATTACHMENT A**

# APPENDIX E

## ENGINEERING ANALYSES RESULTS

# ATTACHMENT A

## GENERAL INPUT DATA FOR THE SITE

### LIQUEFACTION POTENTIAL AND SEISMIC SETTLEMENT EVALUATIONS

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **GEO-ADVANTEC, INC.** | | | | | Geotechnical Engineering Consultants | | | |
| **PROJECT:** | **Lugo Park & Restroom Improvements** | | | | Lugo Park Community Center | | | |
| **Job No.:** | **15-1096** | | | | Calculated By.: | JL | Date: | 7/24/2015 |
| | | | | | Checked By: | | Date | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Location (Boring No.) | B-2 | **Surcharge** | 0.00 | ksf | Ref. Earthquake Magnitude | | 7.5 | |
| Type of Sampler (SPT/Other) | Various | | | | Approx. Distance From Site | | | (optional) |
| Ground Surface Elevation | 132 | ft. MSL (assumed?) | | | Site Earthquake Magnitude | | 6.7 | |
| Existing Ground Water Depth | 52 | ft.(Minimum 0.1ft. below GL) | | | Peak Ground Accel (M = 7.5) | | 0.44 | g.<<Calculated by program (=K10/M11), or entered by user. |
| | | | | | PGA (for site M = 6.7 ) | | 0.59 | g |
| Historic High Ground Water Depth | 10 | ft.(Minimum 0.1ft. below GL) | | | Magnitude Scaling Factors (MSF) | | 1.0 | ( M=7.5) 1.33 <<<Calculated by program. ( M= 6.7 ) |

| | |
|---|---|
| Agency-Required Factor of Safety (FS) to classify layers as "liquefiable": (min. 1.0) | |
| (enter 1 if no special agency-required FS, or enter your selection)>>>> | 1.25 |

LiqueBrngb[nls]

**PROGRAM**
**EQLIQUE & SETTLE"2"**
April 2005
Copyright by Edward Castellanos, MSCE, PE,GE - Applied Geotech
4372 Mentone Street, San Diego, CA. 92107
Phone (619) 225-2233; Fax & Phone (310) 370-7746 Cellular: (858) 220-3000; (310) 713-9005
For Order Form please send e-mail to: **applgeo@aol.com OR edcastellan@hotmail.com**
****** All rights reserved ****** Unauthorized copying and use prohibited ******

# ATTACHMENT A

| Boring No. | B-2 | | Borehole Diameter = | 8 | inches | For CD:see | >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Figure No. | E-1/Liq. Se | (for graphs) | | | | Hamm\Samp | | (decide per | | (do not | |
| Prop. Removal/Recomp. Depth (Ft) = | | | 2 | | | tables | | boring log) | "N" field | type in this | |

| Layer No. | Depth of layer below ground surface (ft) Top | Bottom | Mid Layer Depth (Ft) | Main soil USCS Symbol | Field Blow-Count (2). | Type of Sampler **(See Note 1)** | N-SPT (corrected for Hammer/ sampler) | Percent fines (Lab) | Percent fines ( for the layer) | Conversn. factor for hammer\ sampler | column) Layer Unit WT kcf | Layer Unit Weight (pcf (lab or assumed) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 0.0 | 1.50 | 0.8 | SM | 5 | SPT | 6 | | 15 | 1.2000 | 0.115 | 115 |
| 2 | 1.50 | 3.50 | 2.5 | CL | 5 | SPT | 6 | | 51 | 1.2000 | 0.115 | 115 |
| 3 | 3.50 | 11.00 | 7.3 | ML | 8 | CD | 7 | | 51 | 0.8646 | 0.105 | 105 |
| 4 | 11.00 | 15.00 | 13.0 | SP | 10 | SPT | 12 | | 5 | 1.2000 | 0.115 | 115 |
| 5 | 15.00 | 16.00 | 15.5 | ML | 5 | SPT | 6 | | 40 | 1.2000 | 0.115 | 115 |
| 6 | 16.00 | 20.00 | 18.0 | SM | 6 | SPT | 7 | | 25 | 1.2000 | 0.12 | 120 |
| 7 | 20.00 | 25.00 | 22.5 | SP | 15 | SPT | 18 | | 5 | 1.2000 | 0.12 | 120 |
| 8 | 25.00 | 30.00 | 27.5 | SP | 14 | SPT | 17 | | 5 | 1.2000 | 0.12 | 120 |
| 9 | 30.00 | 36.50 | 33.3 | SP | 17 | SPT | 20 | | 5 | 1.2000 | 0.12 | 120 |
| 10 | 36.50 | 45.00 | 40.8 | ML | 9 | SPT | 11 | | 51 | 1.2000 | 0.115 | 115 |
| 11 | 45.00 | 46.00 | 45.5 | SM | 26 | CD | 14 | | 25 | 0.5491 | 0.12 | 120 |
| 12 | 46.00 | 50.00 | 48.0 | SP | 26 | CD | 14 | | 5 | 0.5491 | 0.12 | 120 |
| 13 | 50.00 | 51.50 | 50.8 | CL-ML | 8 | SPT | 10 | | 51 | 1.2000 | 0.115 | 115 |

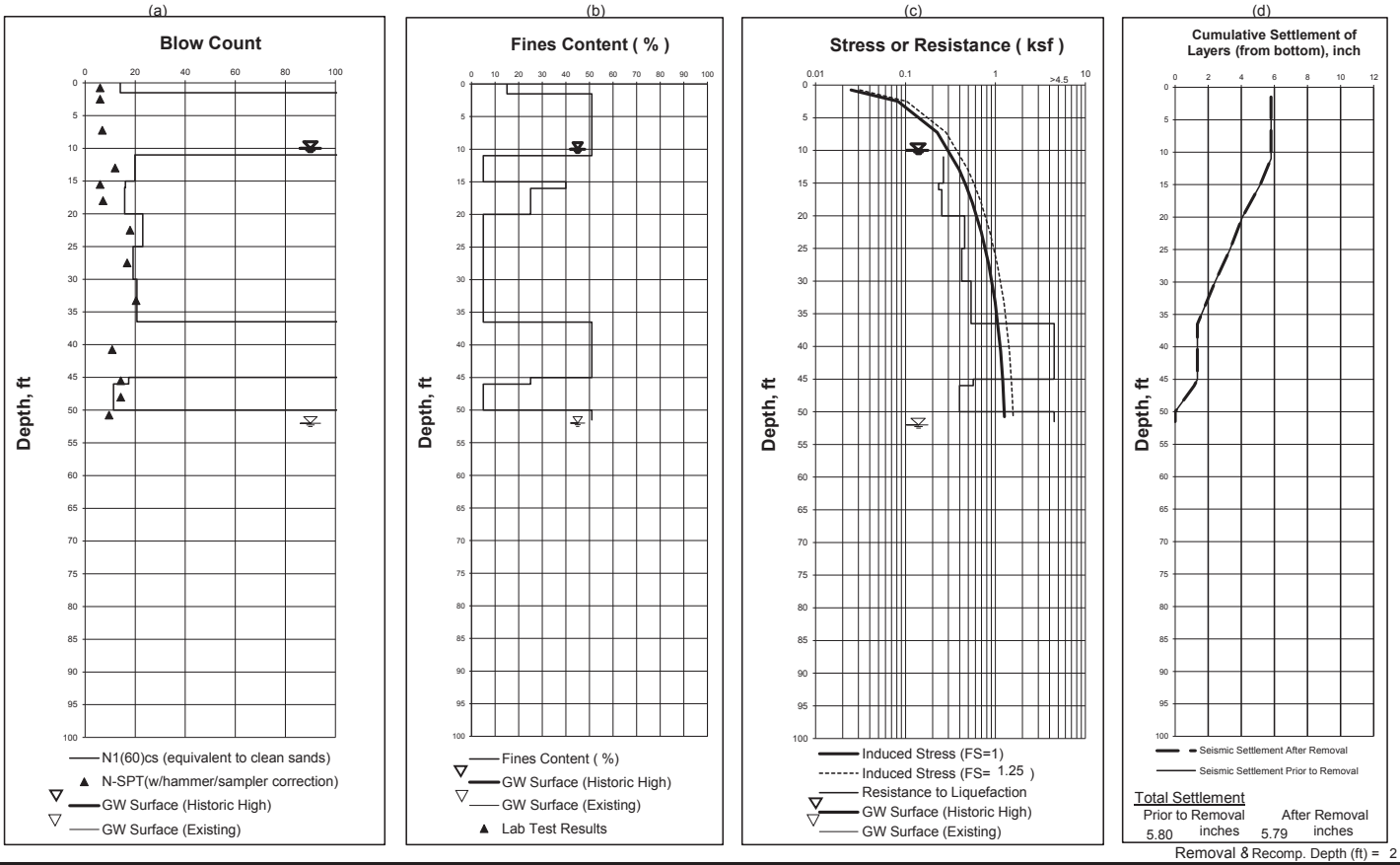
# ATTACHMENT A

**COMPUTER PROGRAM: EQLique&Settle"2"**

Location……. **B-2** **Surcharge** 0.00 ksf

Elevation (MSL) (ft) 132

**NOTE:** If the total settlement is very small (e.g.<0.05"), it will not be seen due to the scale used, and should be reported as "negligible".




Removal & Recomp. Depth (ft) = 2

| | | |
|---|---|---|
| PROJECT: Lugo Park & Restroom Improvements<br>Lugo Park Community Center<br><br>0 | Weighted Ground Accel. (M=7.5) = 0.44 g<br><br>Site Magnitude = 6.7 | **Liquefaction Potential and Seismic Settlements Based on Boring Data**<br>**GEO-ADVANTEC, INC.**<br>**Geotechnical Engineering Consultants** |

| | |
|---|---|
| Job No.: | 15-1096 |
| Date: | 7-24-2015 |
| Figure No. | E-1/Liq. Settlment |

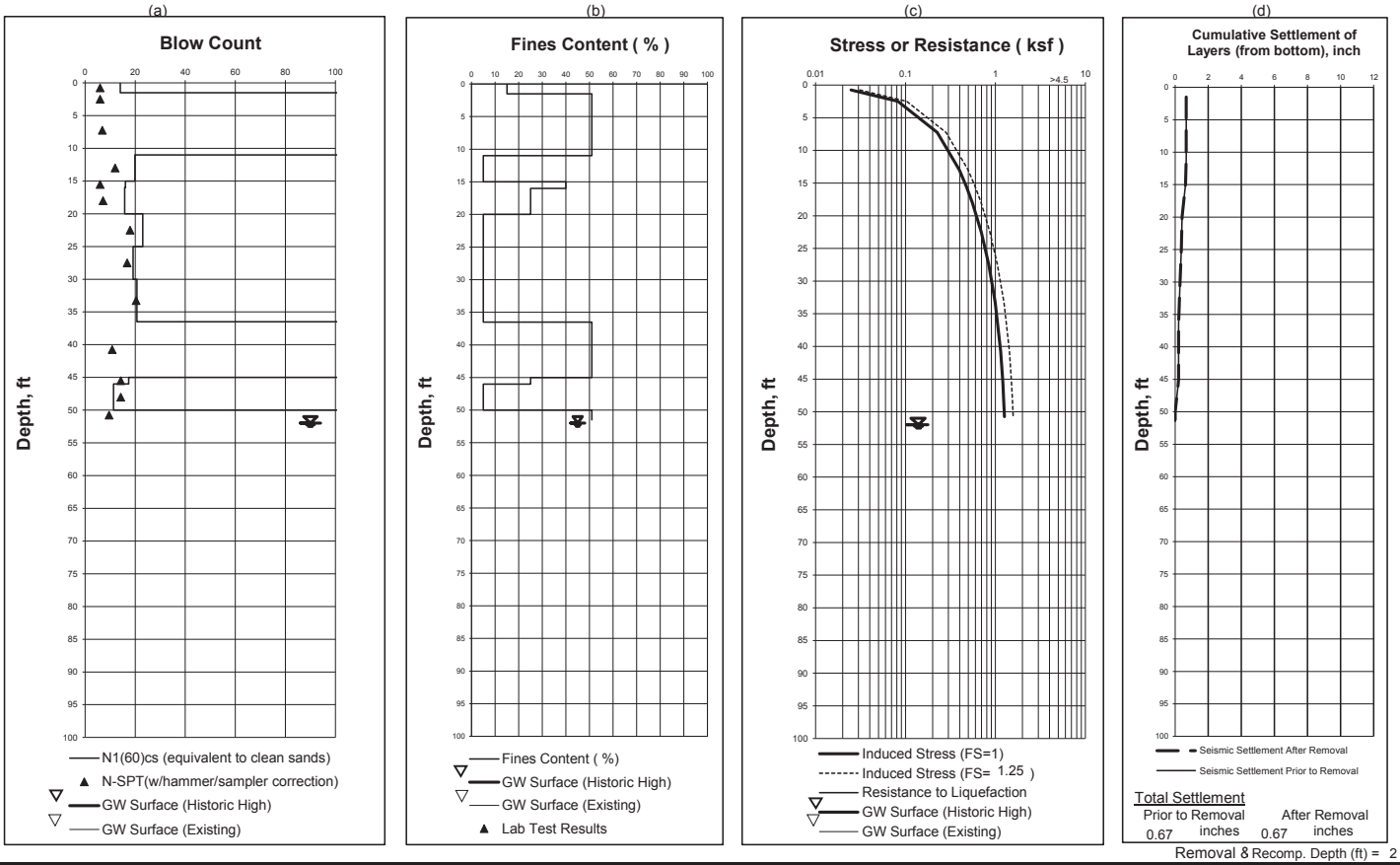
# ATTACHMENT A

**COMPUTER PROGRAM: EQLique&Settle"2"**

Location……. **B-2** **Surcharge** 0.00 ksf

Elevation (MSL) (ft) 132

**NOTE:** If the total settlement is very small (e.g.<0.05"), it will not be seen due to the scale used, and should be reported as "negligible".




Removal & Recomp. Depth (ft) = 2

| | | |
|---|---|---|
| PROJECT: Lugo Park & Restroom Improvements<br>Lugo Park Community Center<br><br>0 | Weighted Ground Accel. (M=7.5) = 0.44 g<br><br>Site Magnitude = 6.7 | **Liquefaction Potential and Seismic Settlements Based on Boring Data**<br>**GEO-ADVANTEC, INC.**<br>**Geotechnical Engineering Consultants** |

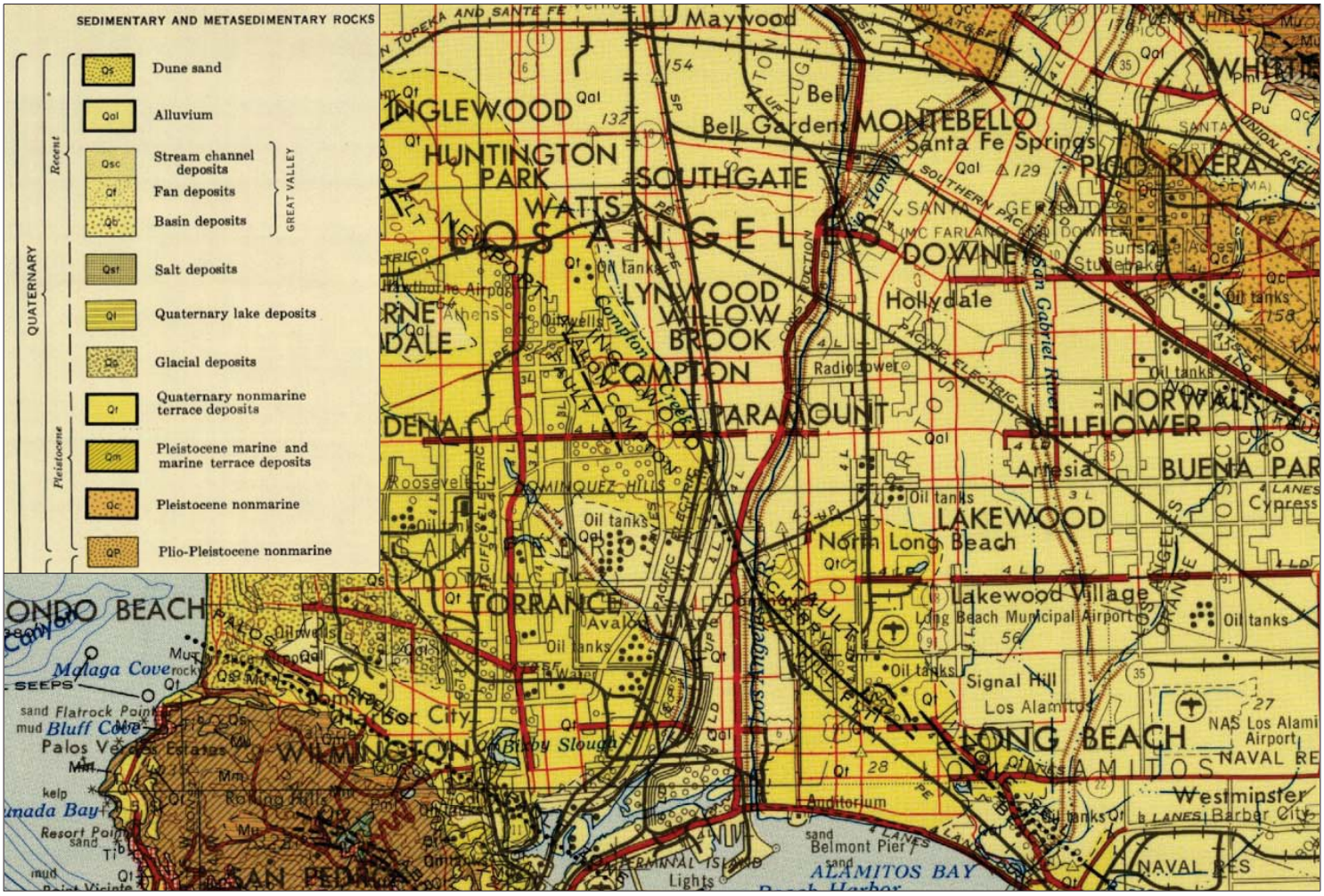
| | |
|---|---|
| Job No.: | 15-1096 |
| Date: | 7-24-2015 |
| Figure No. | E-2/Dry Settlement |

**ATTACHMENT A**

# APPENDIX G

## GEOLOGIC MAPS

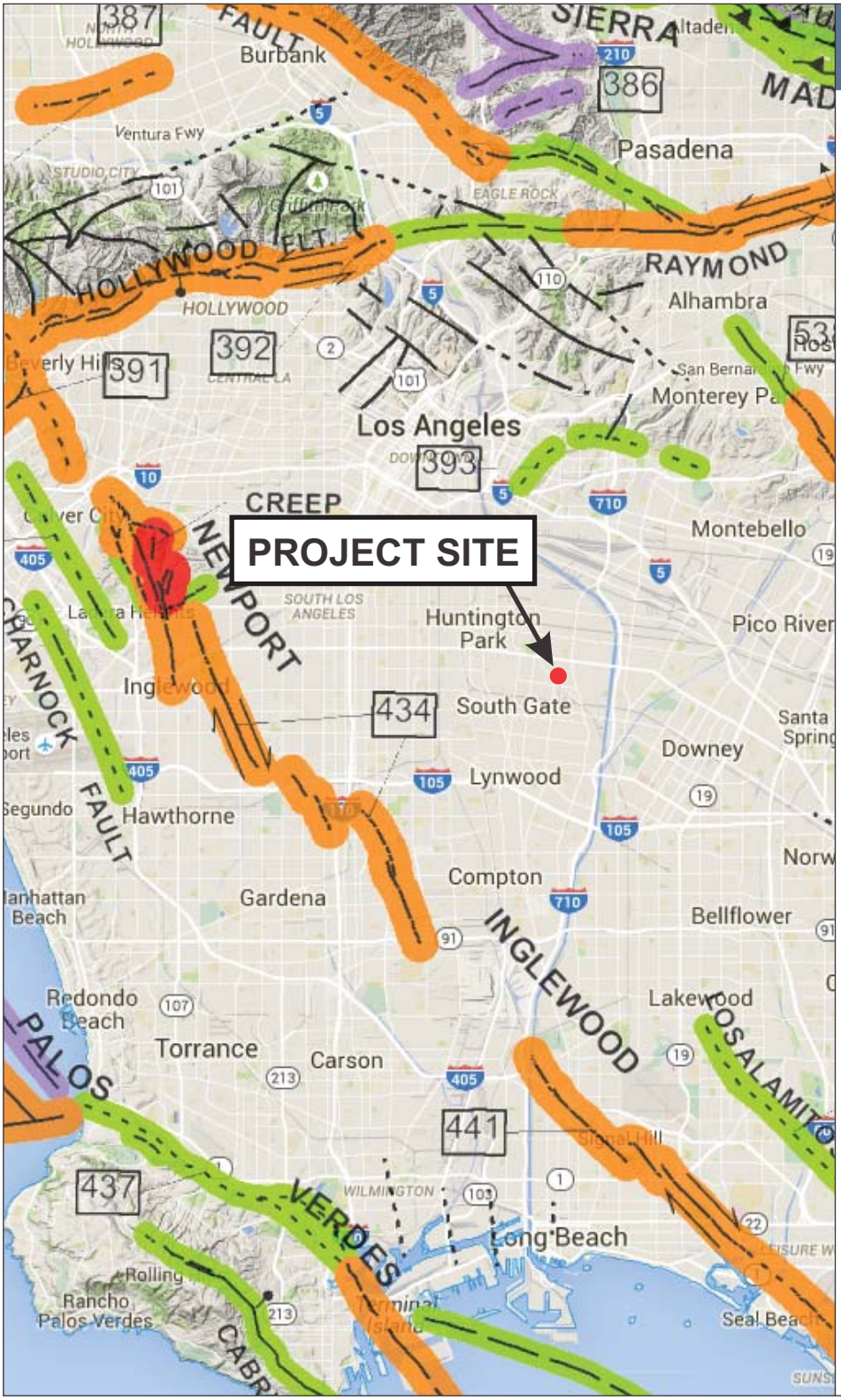
**ATTACHMENT A**




| Geo-Advantec Inc. | | GEOLOGIC MAP | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | G-1 |
| DATE | 07-27-2015 | | |

**ATTACHMENT A**

State of California
Department of Conservation




## 2010 FAULT ACTIVITY MAP OF CALIFORNIA

California Geological Survey, Geologic Data Map No. 6

Compilation and Interpretation by: Charles W. Jennings and William A. Bryant

Graphics by: Milind Patel, Ellen Sander, Jim Thompson, Barbara Wanish and Milton Fonseca

**EXPLANATION**

Fault traces on land are indicated by solid lines where well located, by dashed lines where approximately located or inferred, and by dotted lines where concealed by younger rocks or by lakes or bays. Fault traces are queried where continuation or existence is uncertain.

**FAULT CLASSIFICATION COLOR CODE**
(Indicating Recency of Movement)

Fault along which historic (last 200 years) displacement has occurred.

Holocene fault displacement (during past 11,700 years) without historic record.

Late Quaternary fault displacement (during past 700,000 years).

Quaternary fault (age undifferentiated).

Pre-Quaternary fault (older that 1.6 million years) or fault without recognized Quaternary displacement.

**ADDITIONAL FAULT SYMBOLS**

Bar and ball on downthrown side (relative or apparent).

Arrows along fault indicate relative or apparent direction of lateral movement.

Arrow on fault indicates direction of dip.

Low angle fault (barbs on upper plate).

| Geo-Advantec Inc. | | FAULT ACTIVITY MAP | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | G-2 |
| DATE | 07-27-2015 | | |

**ATTACHMENT A**

USGS
science for a changing world

| Time | Latitude | Longitude | Depth | Mag | MagType | Place |
|---|---|---|---|---|---|---|
| 2014-03-29T04:09:42.310Z | 33.9325 | -117.9172 | 4.77 | 5.1 | mw | 2km E of La Habra, California |
| 2008-07-29T18:42:15.710Z | 33.953 | -117.761 | 14.7 | 5.5 | mwc | Greater Los Angeles area, California |
| 1994-03-20T21:20:12.260Z | 34.231 | -118.475 | 13.1 | 5.3 | mw | Greater Los Angeles area, California |
| 1994-01-17T12:39:39.800Z | 34.261 | -118.534 | 14.8 | 5 | ml | Greater Los Angeles area, California |
| 1994-01-17T12:30:55.390Z | 34.213 | -118.537 | 18.4 | 6.7 | mwb | Greater Los Angeles area, California |
| 1991-06-28T14:43:54.500Z | 34.262 | -118.002 | 11 | 5.7 | mw | Southern California |
| 1990-02-28T23:43:36.600Z | 34.14 | -117.7 | 5 | 5.7 | mw | Greater Los Angeles area, California |
| 1989-04-07T20:07:30.200Z | 33.62 | -117.9 | 13 | 5 | mb | Greater Los Angeles area, California |
| 1989-01-19T06:53:28.800Z | 33.92 | -118.63 | 12 | 5.2 | mb | Santa Monica Bay, California |
| 1987-10-04T10:59:38.100Z | 34.07 | -118.1 | 8 | 5.2 | mw | Greater Los Angeles area, California |
| 1987-10-01T14:42:20.000Z | 34.06 | -118.08 | 10 | 5.9 | mw | Greater Los Angeles area, California |
| 1979-01-01T23:14:38.900Z | 33.95 | -118.683 | 11 | 5.1 | mb | Santa Monica Bay, California |
| 1971-02-09T14:00:41.000Z | 34.254 | -118.442 | 10 | 6.7 | mw | Greater Los Angeles area, California |
| 1933-03-11T01:54:11.000Z | 33.617 | -118.183 | 10 | 6.4 | mw | San Pedro Channel, California |

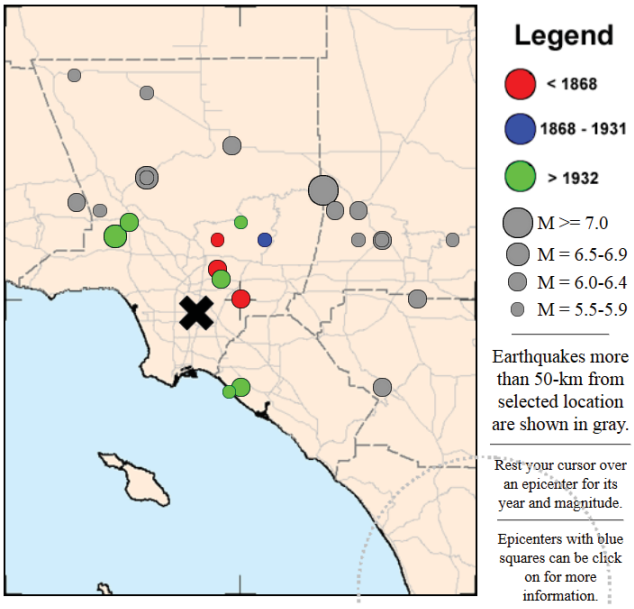
California Geological Survey

**California Historical Earthquakes (M>=5.5)**

**within 50 km of Longitude = -118.1933, Latitude = 33.9649.**

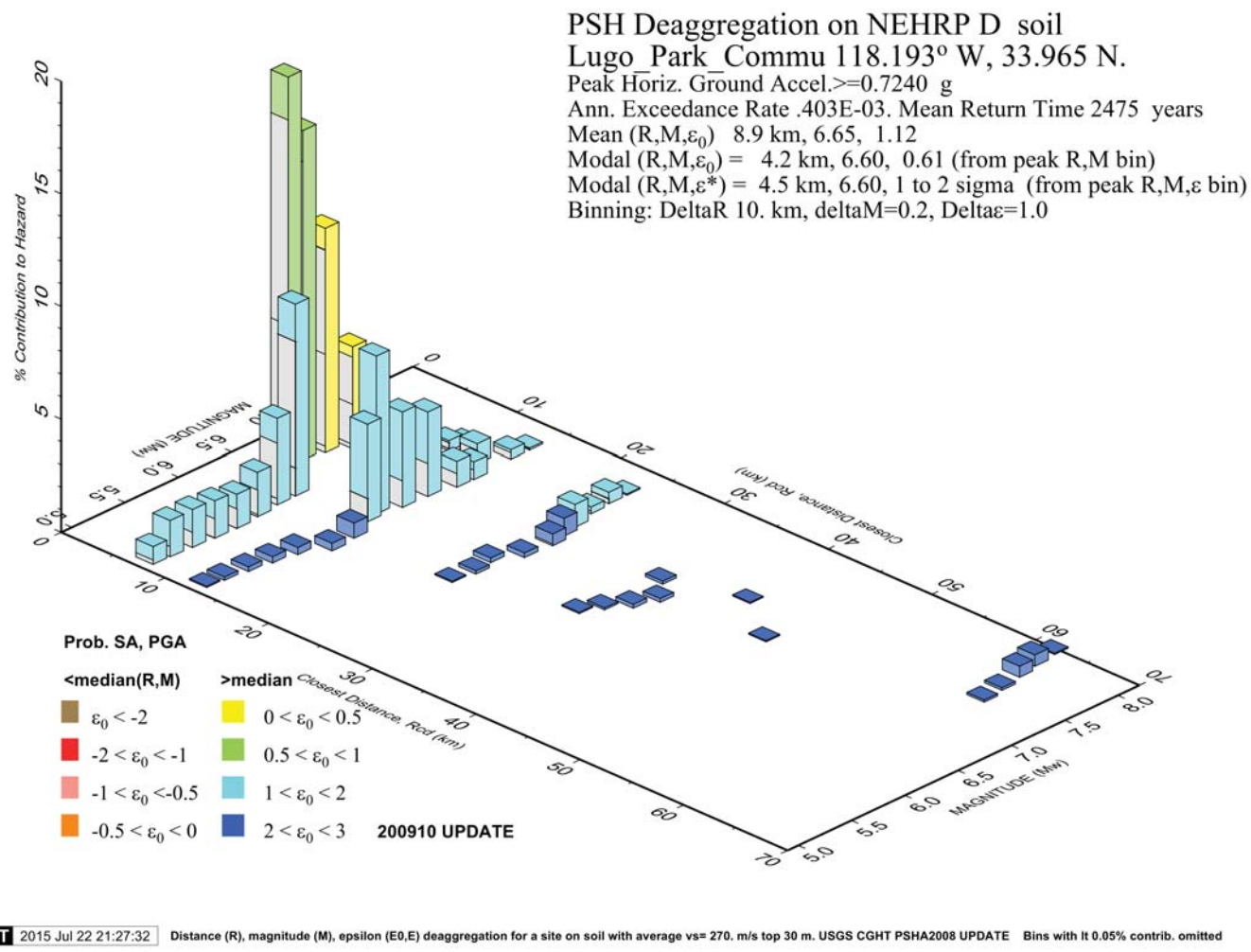
| Date YYYY-MM-DD | Time (GMT) | Longitude | Latitude | Magnitude | Distance from selected location | Notes |
|---|---|---|---|---|---|---|
| 1769-07-28 | 0000 | -118.000 | 34.0000 | 6.0 | 18.2 km | Los Angeles Basin |
| 1803-04-00 | 0000 | -118.100 | 34.2000 | 5.5 | 27.5 km | San Gabriel Mission |
| 1855-07-11 | 0415 | -118.100 | 34.1000 | 6.0 | 17.3 km | Los Angeles region |
| 1889-08-28 | 0215 | -117.900 | 34.2000 | 5.6 | 37.6 km | Azusa area |
| 1933-03-11 | 0154 | -118.000 | 33.7000 | 6.4 | 34.4 km | Long Beach |
| 1933-03-11 | 0658 | -118.050 | 33.6830 | 5.5 | 34 km | Long Beach |
| 1987-10-01 | 1442 | -118.083 | 34.0670 | 6.0 | 15.2 km | Whittier Narrows |
| 1991-06-28 | 1443 | -117.999 | 34.2615 | 5.8 | 37.5 km | Sierra Madre |
| 1994-01-17 | 1230 | -118.537 | 34.2133 | 6.7 | 42 km | Northridge |
| 1994-01-17 | 1231 | -118.473 | 34.2580 | 6.2 | 41.5 km | Northridge |

Earthquake catalog from: Toppozada, T. R. and D. Branum (2002) California M >= 5.5 earthquakes, history and areas damaged, *in* Lee, W. H., Kanamori, H. and Jennings, P., International Handbook of Earthquake and Engineering Seismology, International Association of Seismology and Physics of the Earth's Interior.




| Geo-Advantec Inc. | | HISTORICAL EARTHQUAKES | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | G-3 |
| DATE | 07-27-2015 | | |

**ATTACHMENT A**




GMT 2015 Jul 22 21:27:32 Distance (R), magnitude (M), epsilon (E0,E) deaggregation for a site on soil with average vs= 270. m/s top 30 m. USGS CGHT PSHA2008 UPDATE Bins with lt 0.05% contrib. omitted

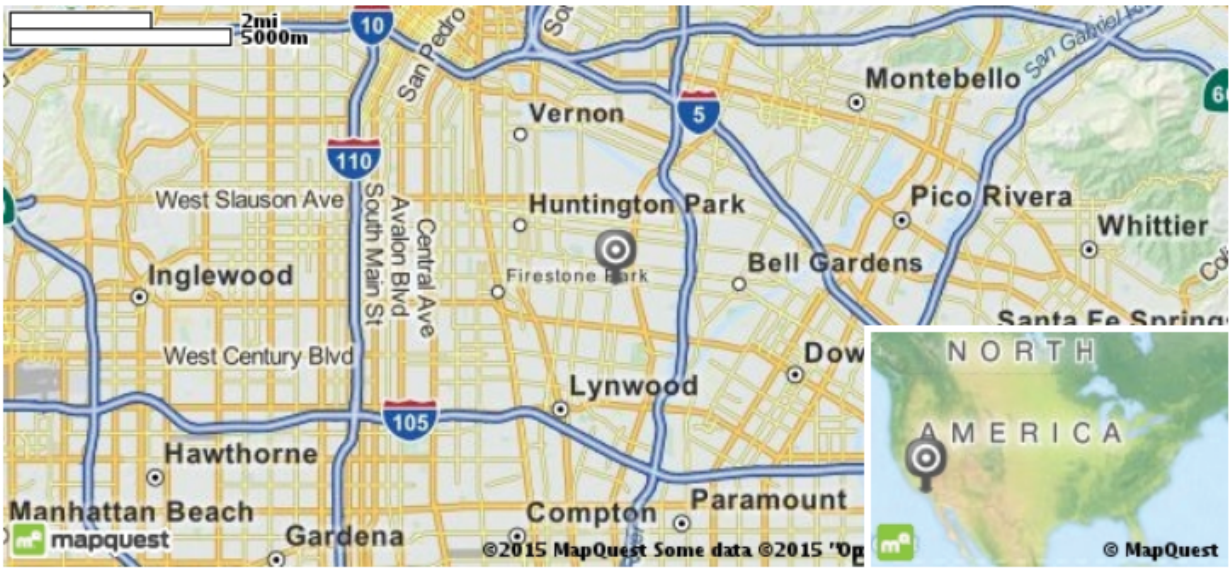
| Geo-Advantec Inc. | | PSH DEAGGREGATION | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | G-4 |
| DATE | 07-27-2015 | | |

# USGS Design Maps Summary Report

**ATTACHMENT A**

## User–Specified Input

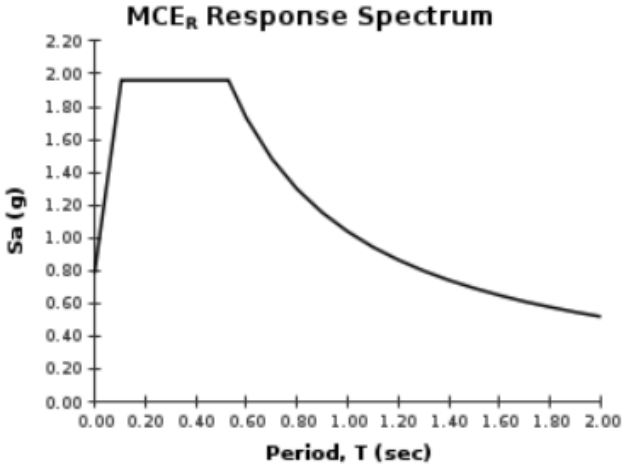
| | |
|---|---|
| **Building Code Reference Document** | ASCE 7-10 Standard (which utilizes USGS hazard data available in 2008) |
| **Site Coordinates** | 33.96488°N, 118.19329°W |
| **Site Soil Classification** | Site Class D – "Stiff Soil" |
| **Risk Category** | I/II/III |

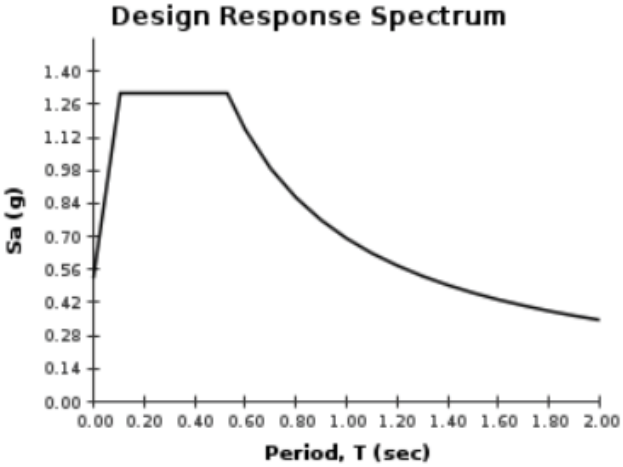



## USGS–Provided Output

| | | | | | |
|---|---|---|---|---|---|
| $S_S$ = | 1.961 g | $S_{MS}$ = | 1.961 g | $S_{DS}$ = | 1.307 g |
| $S_1$ = | 0.692 g | $S_{M1}$ = | 1.038 g | $S_{D1}$ = | 0.692 g |

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.




Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

| Geo-Advantec Inc. | | SEISMIC DESIGN MAP | FIGURE |
|---|---|---|---|
| PROJECT NO. | 15-1096 | Lugo Park Community Center - Cudahy, CA | G-5 |
| DATE | 07-27-2015 | | |

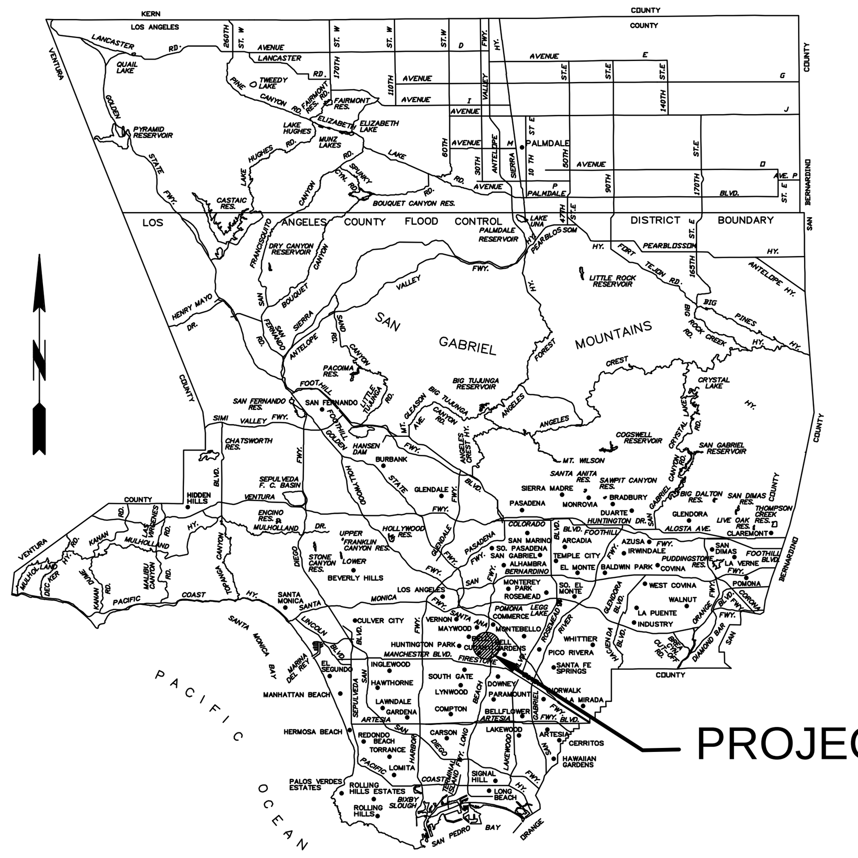
**ATTACHMENT A**

# APPENDIX D - PLANS

**ATTACHMENT A**

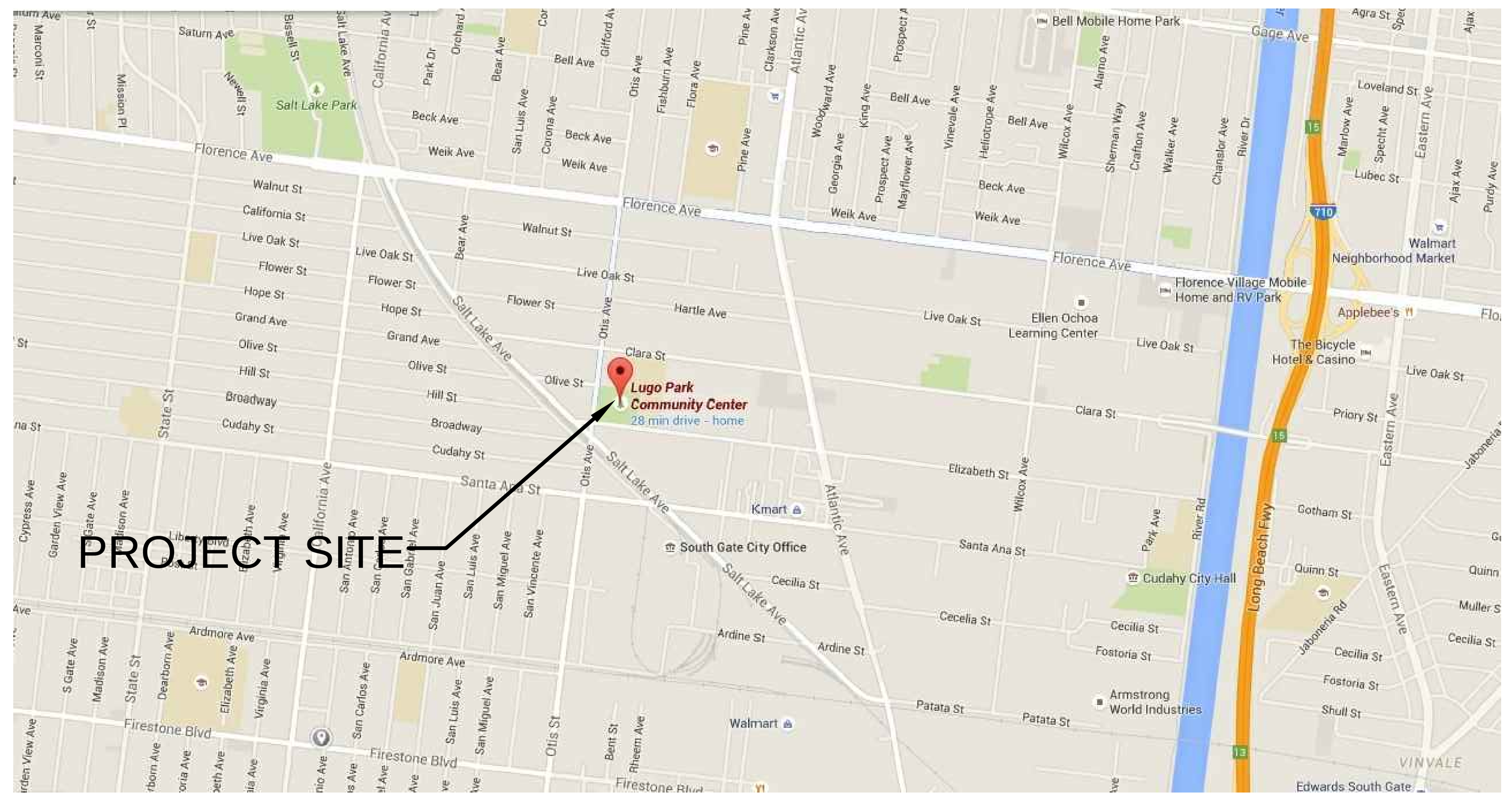
# CITY OF CUDAHY

## LUGO PARK IMPROVEMENTS
## CDBG PROJECT NO.:
## 601694-13 (Lugo Park Restroom Rehabilitation)
## 601694-14 (Lugo Park Soccer Field Renovation)




PROJECT SITE

VICINITY MAP
NTS




PROJECT SITE

LOCATION MAP
NTS

SOILS REPORT NO: 15-1096 DATE: 7/27/15
PREPARED BY: GEO-ADVANTEC, INC.
457 W. ALLEN AVENUE, SUITE 113
SAN DIMAS, CA 91773
CONTACT: SHAWN ARIANNIA, P.E., G.E.
PHONE NO. (310) 365-6091

## GENERAL NOTES

1. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY ENGINEER.
2. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK. COMPARE ACTUAL CONDITIONS WITH THE DRAWINGS TO ASCERTAIN CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. CHECK AND CONFIRM LOCATIONS OF EXISTING STRUCTURES, EQUIPMENT AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF EXISTING SITE.
3. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION (GREENBOOK)", INCLUDING AMENDMENTS THERETO AND THE CITY OF CUDAHY APPROVED STANDARDS, AND ALL APPLICABLE PORTIONS OF THE APWA STANDARD SPECIFICATIONS.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF THE CITY OF CUDAHY AT FORTY EIGHT HOURS PRIOR TO STARTING WORK.
5. THE CONTRACTOR SHALL UNCOVER AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITY LINES PRIOR TO EXCAVATING. THE CONTRACTOR SHALL MAKE APPROPRIATE ARRANGEMENTS FOR THE PROTECTION OF ALL UTILITIES.
6. WORK SHALL BE PERFORMED ONLY BETWEEN THE HOURS OF 7 AM AND 3 PM, MONDAY THROUGH FRIDAY; CLEAN UP SHALL BE FROM 3PM TO 4PM.
7. WHEN THE WATER IS READY TO BE TURNED BACK ON, THE CONTRACTOR SHALL NOTIFY ALL RESIDENTS AFFECTED BY THE WATER SHUTDOWN TO ALLOW FOR HOMEOWNERS TO TURN ON THEIR HOSE BIBBS CLOSEST TO THE METER TO AVOID PRESSURE BUILDUP AT ALL TERMINUS SPOUTS/FAUCETS.
8. THE CONTRACTOR SHALL ENACT ALL MEASURES TO PROTECT AND SAFEGUARD WORKERS AND THE PUBLIC FROM INJURY DURING THE TIME OF CONSTRUCTION, MAINTAIN JOB SITE IN AN ORDERLY MANNER THROUGHOUT THE COURSE OF WORK AND NOT BLOCK LEGAL EXITS AND ENTRANCES. LEAVE WORK AREA CLEAN AND FREE OF DEBRIS AT THE END OF EACH WORKING DAY. COMPLY WITH ALL APPLICABLE CODES.
9. CONTRACTOR SHALL PROVIDE FOR DUST CONTROL AND TRAFFIC CONTROL AT ALL TIMES TO THE SATISFACTION OF THE CITY ENGINEER.
10. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED ON ALL OBSTRUCTIONS AT ALL TIMES.
11. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGES THAT MAY OCCUR FROM HIS OPERATIONS.
12. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES PRIOR TO COMMENCING WORK:

    LA County Sewer Maintenance Division Contact: Nelson Manabat / O: 626-300-3348
    Catch Basin & Storm Maintenance Contact: LA County Imperial Yard / O: 562-861-0316
    Level 3 Communications Contact: Bradley G. Bishop / O: 213-996-5596
    Southern California Edison Contact: Mike Frazer / O: 310-608-5153
    Golden State Water (Greg) (Serving Southeast Portion of the City)
    Contact: Representative / O:800-999-4033
    Time Warner Cable Contact: Jene Harrdan / O: 310-629-8773
    The Gas Company Contact: Danny Garcia / O: 800-427-2200 / C: 310-687-2021
    Chevron Contact: John Router / O: 714-228-1528 / C: 714-984-5176
    AT&T Contact: Marco Macias / E: mm8476@att.net

13. ALL CONFLICTING IMPROVEMENTS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE NOTED ON THE PLANS.
14. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THE PLANS.
15. CITY APPROVAL OF THESE PLANS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTION OF SUCH ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION UPON REQUEST. THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED.
16. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THESE RECORDS. APPROVAL OF THIS PLAN BY THE CITY OF MONTEREY PARK DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
17. CONSTRUCTION CONTRACTOR AGRESS THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLEGENCE OF THE DESIGN PROFESSIONAL.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION SURVEY IF IT IS DEEMED NECESSARY.
19. THE CONTRACTOR'S ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS AND CONFORMANCE THEREOF, SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT.
20. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE CITY ENGINEER, ANY PAVING, CURB AND GUTTER OR OTHER IMPROVEMENT CUT, REMOVED OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
21. PIPE TRENCH SHALL BE EXCAVATED TRUE TO LINE AND GRADE AND ALL BEDDING AND BACKFILL SHALL BE PLACED IN A MANNER SATISFACTORY TO THE CITY ENGINEER AND IN ACCORDANCE WITH THE PLANS AND STANDARD SPECIFICATIONS.

## STORM DRAIN NOTES

- D1 INSTALL 18"X18"24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D2 INSTALL 12"X12"X24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D3 CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. PLAN 332-2, B=18", C=4'.
- D4 INSTALL 15" HDPE. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D5 INSTALL 15"X18"TEE FITTING TO HPDE PIPE.
- D6 INSTALL 18"X15"X15" HDPE FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D7 INSTALL 15" HDPE PIPE 90° ELBOW FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D8 INSTALL 18" HDPE PIPE TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D9 INSTALL 8" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D10 INSTALL 6" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D11 INSTALL 4" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D12 INSTALL 12"X12"X12" GRATE BASIN NDS OR APPROVED EQUIVALENT (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D13 INSTALL 8"X8"X8" GRATE BASIN NDS OR APPROVED EQUIVALENT.

## CONSTRUCTION NOTES:

### CIVIL CONSTRUCTION NOTES

1. PROTECT-IN-PLACE.
2. CONSTRUCT PORTLAND CEMENT CONCRETE CURB PER SPPWC STD. PLAN 120-2, TYPE A1-6, ON 6" CMB.
3. SAWCUT AND REMOVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (10" MIN.) PAVE FULL DEPTH ASPHALT CONCRETE PAVEMENT 10" MIN.
4. CONSTRUCT CURB RAMP PER SPPWC STD. PLAN 111-5, CASE D, TYPE I., ON 6" CMB.
5. CONSTRUCT PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK ON 6" CMB. PER SOILS REPORT RECOMMENDATIONS.
6. CONSTRUCT PORTLAND CEMENT CONCRETE CURB AND GUTTER. PER SPPWC STD. PLAN 120-2, TYPE A2-8 & VAR. ON 6" CMB.
7. INSTALL NEW LANDSCAPE: GRASS SEEDING TO MATCH EXISTING, SEE ALSO SHEETS 9-11.
8. RELOCATE ALL EXISTING IRRIGATION CONTROL BOX/VALVE INCLUDING ALL FITTINGS, PIPING, WIRE AND CONDUIT TO ACCOMMODATE PROPOSED IMPROVEMENT. LOCATION PER IRRIGATION PLANS.
9. INSTALL 2" THICK ROUND POLE PADS (3-FEET HIGH AT BASE-24" THICK AND ONE-FOOT DIA. 3-FEET HIGH ON POLE) WITH TIE FLAPS FOR OUTDOOR APPLICATION BY "WE PAD IT" OR APPROVED EQUIVALENT (http://www.wepadit.com/green-pole-pad.html). COLOR SELECTED BY CITY.
10. INSTALL FLAT DRAIN SYSTEM PER DETAIL "B" ON SHEET 8.
11. CONSTRUCT CONCRETE TURF EDGE DETAIL PER DETAIL "C" ON SHEET 8.
12. CONSTRUCT 4" ASPHALT CONCRETE PAVEMENT (2" AC TYPE C2 PG 64-10 OVER 2" AC TYPE B PG 64-10) ON 6" CRUSHED MISCELLANEOUS BASE PER SOILS REPORT RECOMMENDATIONS.
13. EXISTING SLIDING GATE TO BE REMOVED AND RELOCATED TO THE NEW ENTRANCE AT NEW DRIVEWAY. THE CONTRACTOR SHALL QUANTIFY TIME AND MATERIAL TO RELOCATE, REPLACE, EXCAVATE, CONSTRUCT FOOTING, INCLUDING ALL EXISTING GATE ASSEMBLY, CUT AND REPLACE FENCING, WELD NEW FENCING, AND INSTALL COMPLETE GATE GUIDES AND ROLLERS FOR THE GATE TO OPERATE. EXACT LOCATION TO BE DETERMINED BY CITY REPRESENTATIVE.
14. INSTALL NEW 16-FOOT HIGH CHAIN LINK FENCE. INSTALLATION, FOUNDATION, AND POLES PER TECHNICAL SPECIFICATIONS.
15. CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD. PLAN 110-2, W=20', R=5' ON 6" CMB.
16. INSTALL 2" THICK ROUND POLE PADS (6-FEET HIGH BY ONE-FOOT DIAMETER) WITH TIE WITH FLAPS FOR OUTDOOR APPLICATION BY "WE PAD IT" OR APPROVED EQUIVALENT. (http://www.wepadit.com/green-pole-pad.html). COLOR SELECTED BY CITY.
17. INSTALL WATER FOUNTAIN BY GLOBAL INDUSTRIES ITEM NO. T9FB442691, HALSEY TAYLOR ENDURA (TM) STEEL PEDESTAL ADA OUTDOOR DRINKING FOUNTAIN. SEE SHEET 12.
18. INSTALL 2" PVC SCHEDULE 80 WATERLINE WITH A 2" SHUT-OFF VALVE 5 FEET FROM WATER FOUNTAIN. LINE TO BE 30" DEEP AND CONNECT TO EXISTING WATERLINE.
19. * INSTALL COMPLETE DRAINAGE SYSTEM FOR ARTIFICIAL TURF PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS A, B, & C ON SHEET 8. THE SUBGRADE GRADING SHALL BE PER SOILS REPORT RECOMMENDATIONS.
20. EXISTING 15-FOOT HIGH CHAIN-LINK FENCE TO BE RELOCATED BEHIND NEW SIDEWALK.
21. CONSTRUCT BUILDING PAD FOR FUTURE RESTROOM FACILITY. OVER-EXCAVATE AND RECOMPACT UNDER RESTROOM STRUCTURE PER SOILS REPORT RECOMMENDATIONS.
22. INSTALL BLEACHERS BY TOMARK SPORTS. SEE DETAILS ON SHEET 13 OR APPROVED EQUIVALENT.
23. CONSTRUCT 4" PORTLAND CEMENT CONCRETE WALKWAYS ON 6" CMB PER SOILS REPORT RECOMMENDATIONS.
24. EXISTING PARKING LOT LIGHT SHALL BE RELOCATED AS SHOWN ON PLANS. POLE FOUNDATION SHALL BE PER DETAIL "A" ON SHEET 13.
25. CONSTRUCT 6-FOOT WIDE BY 4" THICK DECOMPOSED GRANITE WALKING PATHWAYS WITH STABILIZER BY STABILIZER SOLUTIONS OR APPROVED EQUIVALENT. SEE DETAIL ON SHEET 12.
26. INSTALL NEW PULL BOX (NON-TRAFFIC RATED) PER CALTRANS STD. RSP ES-8B SIZE 3-1/2.
27. INSTALL NEW 2-INCH PVC SCHEDULE 80 CONDUIT (30" DEEP) AND WIRE SIZED TO MATCH EXISTING FOR PARK FIELD LIGHTS.
28. INSTALL HDPE FLEXIBLE EDGE TRIM (6" MIN. DEPTH).
29. INSTALL NEW 10-FOOT HIGH CHAIN LINK FENCE. INSTALLATION PER SPPWC STD. PLAN 600-3 FOUNDATION AND POLES PER THE TECHNICAL SPECIFICATIONS.
30. INSTALL ACCESSIBLE PARKING STRIPING AND SIGNS PER SPPWC STD. PLAN 180-0 (ACCESSIBLE SPACE DETAIL).
31. INSTALL CONCRETE WHEEL STOPS, BROOKS PRODUCTS OR APPROVED EQUIVALENT.

* ARTIFICIAL TURF TO BE INSTALLED BY OTHERS. CONTRACTOR TO COORDINATE ALL WORK.

## DEMOLITION NOTES

ALL ITEMS TO BE RELOCATED SHALL BE FIELD DIRECTED BY THE CITY REPRESENTATIVE.

1. REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & SUBSURFACE.
2. REMOVE EXISTING CONCRETE CURB.
3. RELOCATE EXISTING LIGHT.
4. REMOVE EXISTING CONCRETE DRIVEWAY.
5. REMOVE EXISTING CONCRETE SIDEWALK, CURB & GUTTER.
6. REMOVE EXISTING CONCRETE SIDEWALK/WALKWAY.
7. REMOVE AND RELOCATE EXISTING FENCE.
8. PROTECT-IN-PLACE EXISTING FIELD LIGHT.
9. REMOVE EXISTING STRUCTURE, BLEACHERS & DUGOUTS.
10. REMOVE EXISTING CONDUIT AND WIRE.
11. PROTECT-IN-PLACE EXISTING TREES.
12. RELOCATE EXISTING FIELD LIGHT.
13. REMOVE EXISTING WATER FOUNTAIN, WATER METER BOX, AND WATERLINES
14. REMOVE EXISTING STORM DRAIN LINE, FITTINGS, GRATES, ETC.
15. EXCAVATION, RECOMPACTION, HAULING OF MATERIAL PER SOILS REPORT RECOMMENDATIONS.
16. REMOVE BLEACHERS, DELIVER TO THE CITY YARD AS REQUIRED BY CITY REPRESENTATIVE.
17. SAWCUT AND CAP EXISTING STORM DRAIN WITH BRICKAND MORTAR.
18. EXISTING ROLLING GATE TO BE RELOCATED.

## INDEX TO PROJECT DRAWINGS


| SHEET NO. | DESCRIPTION |
|---|---|
| T | TITLE SHEET |
| 1 | SITE PLAN |
| 2-4 | GRADING AND DRAINAGE PLANS |
| 5 | DEMOLITION PLAN |
| 6, 7 | EROSION CONTROL AND BMP'S PLANS |
| 8 | GRADING & DRAINAGE DETAILS AND SECTIONS |
| 9-11 | IRRIGATION PLANS |
| 12 | SEWER PLAN |
| 13 | DETAILS |


## CONSTRUCTION SYMBOLS

- (NO.) INDICATES WORK PER CONSTRUCTION LEGEND
- (NO.) A2-8 ABOVE LINE: INDICATES THE TYPE OF STANDARD OR
- (NO.) CMB BELOW LINE: THICKNESS OF SURFACE MATERIAL IN INCHES.
- (NO.) R REMOVE — REFERENCE TO DETAIL OR THICKNESS OF BASE MATERIAL IN INCHES.
- (NO.) REL. RELOCATE

## STORM WATER POLLUTION PREVENTION CONTROLS FOR CONSTRUCTION ACTIVITIES

**NO DUMPING — STORM DRAINS TO OCEAN**

THE FOLLOWING LIST REPRESENTS THE MINIMUM STANDARDS OF POLLUTION PREVENTION TO BE EMPLOYED BY ANYONE ENGAGED IN CONSTRUCTION ACTIVITIES IN THE CITY:

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MY NOT BE TRANSPORTED FROM SITE VIA SHEETFLOW, SWALES AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
2. STOCKPILE OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY FORCES OF WIND AND WATER.
3. FUELS, OILS SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS FROM STOCK OR EQUIPMENT SHALL BE PREVENTED FROM ENTERING INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITION MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

## STRIPING AND SIGNING NOTES

ALL STRIPING, MARKINGS AND SIGNAGE SHALL BE PER CALTRANS STANDARDS PLANS. A20A THRU A24-E.

- ST1 PAINT TWO-COAT 4-INCH WIDE WHITE LINE.
- ST2 PAINT TWO-COAT 4-INCH WIDE BLUE DIAGONAL STRIPING AT 3' O.C.
- ST3 PAINT TWO-COAT 8-INCH WIDE BLUE STRIPING.
- ST4 PAINT 36" SQUARE TWO-COAT BLUE ISA PAVEMENT MARKINGS PER CALTRANS STD. A24C

## SEWER NOTES

- S1 INSTALL 6-INCH PVC SEWER LINE WITH TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- S2 CONSTRUCT 6" PVC SEWER CLEANOUT PER SPPWC STD. PLAN 204-2.
- S3 INSTALL SEWER COUPLING AND CONNECT PVC TO VCP PIPE.
- S4 SEWER PIPE FOR MODULAR RESTROOM BUILDING, INCLUDING FITTINGS, PIPE LINE, VENTS, CLEANOUTS, ETC. PER MANUFACTURER SPECIFICATIONS AND DRAWINGS.

| REV. | DATE | DESCRIPTION | BY | CHECKED | APPRV'D |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
*Agapito B. Fernández*
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

TRANSTECH
*13367 BENSON AVE.*
*CHINO, CA 91710*
*(909) 595-8599*

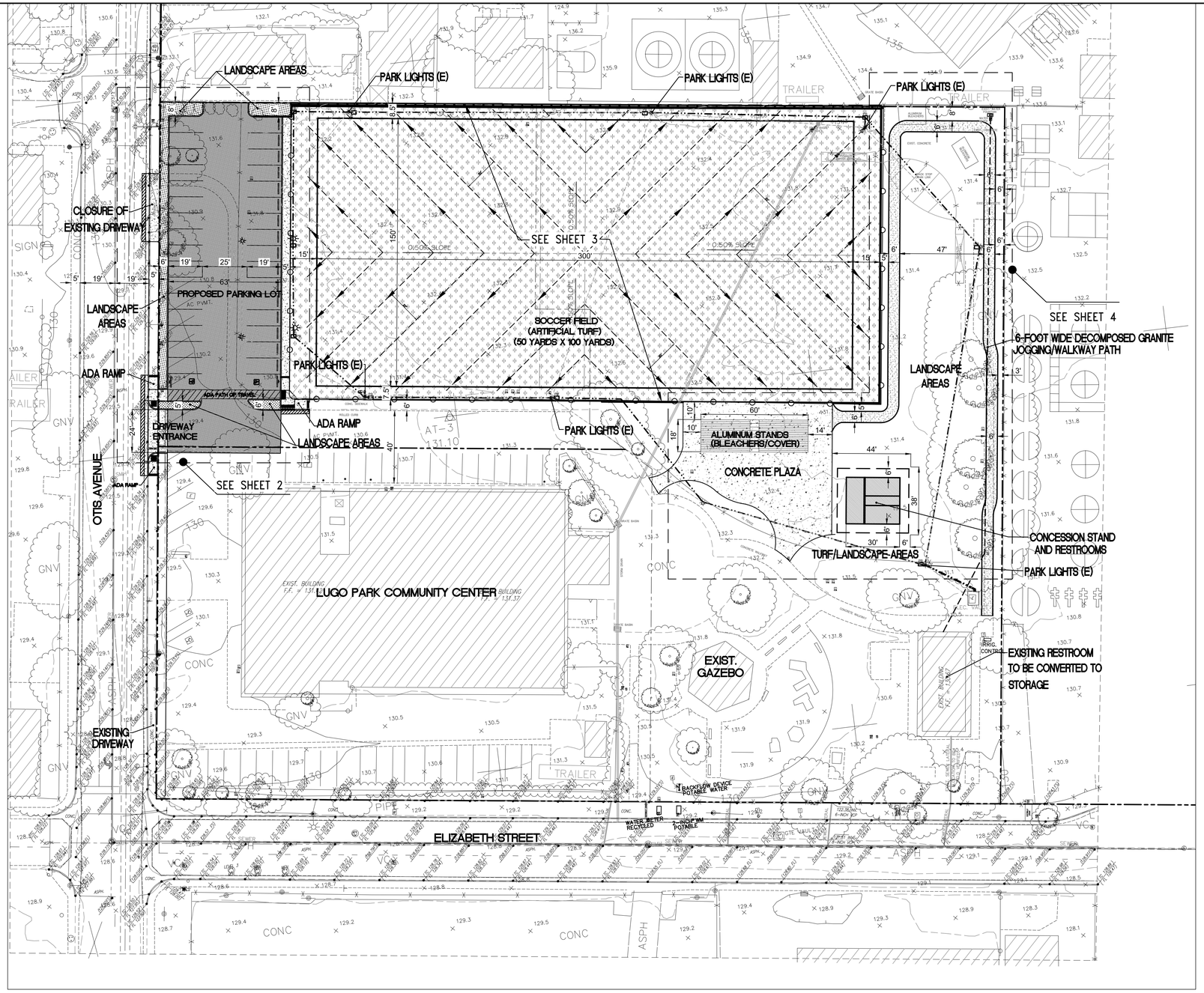
SHEET T | CITY OF CUDAHY | 13 SHEETS

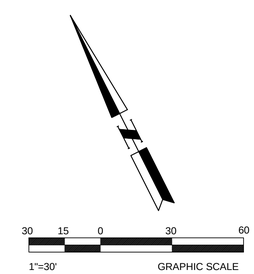
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED ______________________ DATE __________

PROJECT_FILE

**ATTACHMENT A**




# SITE PLAN

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

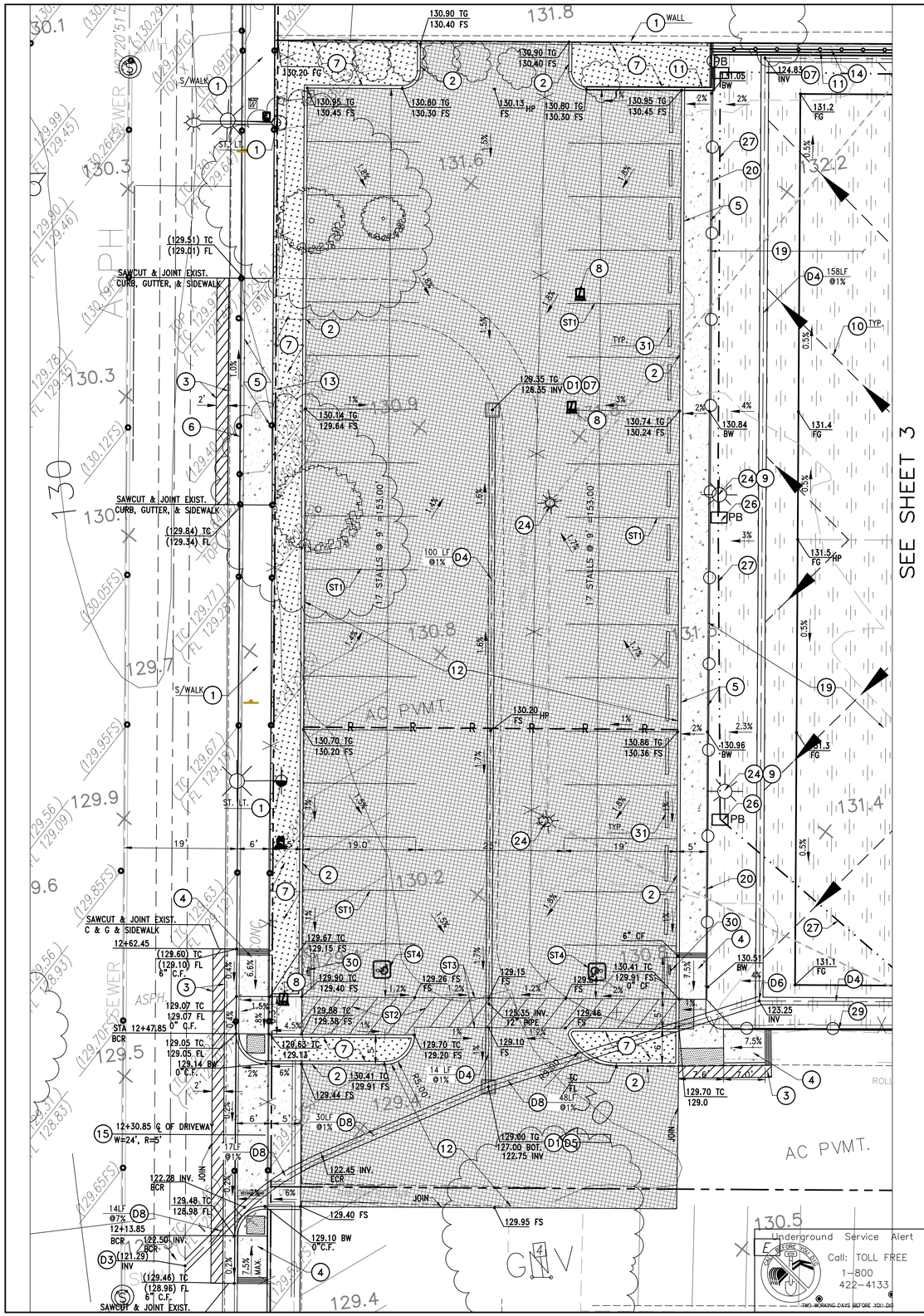
BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 1 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

SITE PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____




## CONSTRUCTION NOTES:

### CIVIL CONSTRUCTION NOTES

1. PROTECT-IN-PLACE.
2. CONSTRUCT PORTLAND CEMENT CONCRETE CURB PER SPPWC STD. PLAN 120-2, TYPE A1-6, ON 6" CMB.
3. SAWCUT AND REMOVE FULL DEPTH ASPHALT CONCRETE PAVEMENT (10" MIN.) PAVE FULL DEPTH ASPHALT CONCRETE PAVEMENT 10" MIN.
4. CONSTRUCT CURB RAMP PER SPPWC STD. PLAN 111-5, CASE D, TYPE I., ON 6" CMB.
5. PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK ON 6" CMB. PER SOILS REPORT RECOMMENDATIONS.
6. CONSTRUCT PORTLAND CEMENT CONCRETE CURB AND GUTTER. PER SPPWC STD. PLAN 120-2, TYPE A2-8 & VAR. ON 6" CMB.
7. INSTALL NEW LANDSCAPE: GRASS SEEDING TO MATCH EXISTING, SEE ALSO SHEETS 9-11.
8. RELOCATE ALL EXISTING IRRIGATION CONTROL BOX/VALVE INCLUDING ALL FITTINGS, PIPING, WIRE AND CONDUIT TO ACCOMMODATE PROPOSED IMPROVEMENT. LOCATION PER IRRIGATION PLANS.
9. INSTALL 2" THICK ROUND POLE PADS (3-FEET HIGH AT BASE-24" THICK AND ONE-FOOT DIA. 3-FEET HIGH ON POLE) WITH TIE FLAPS FOR OUTDOOR APPLICATION BY "WE PAD IT" OR APPROVED EQUIVALENT (http://www.wepadit.com/green-pole-pad.html). COLOR SELECTED BY CITY.
10. INSTALL FLAT DRAIN SYSTEM PER DETAIL "B" ON SHEET 8.
11. CONSTRUCT CONCRETE TURF EDGE DETAIL PER DETAIL "C" ON SHEET 8.
12. CONSTRUCT 4" ASPHALT CONCRETE PAVEMENT (2" AC TYPE C2 PG 64-10 OVER 2" AC TYPE B PG 64-10) ON 6" CRUSHED MISCELLANEOUS BASE PER SOILS REPORT RECOMMENDATIONS.
13. EXISTING SLIDING GATE TO BE REMOVED AND RELOCATED TO THE NEW ENTRANCE AT NEW DRIVEWAY. THE CONTRACTOR SHALL QUANTIFY TIME AND MATERIAL TO RELOCATE, REPLACE, EXCAVATE, CONSTRUCT FOOTING, INCLUDING ALL EXISTING GATE ASSEMBLY, CUT AND REPLACE FENCING, WELD NEW FENCING, AND INSTALL COMPLETE GATE GUIDES AND ROLLERS FOR THE GATE TO OPERATE. EXACT LOCATION TO BE DETERMINED BY CITY REPRESENTATIVE.
14. INSTALL NEW 16-FOOT HIGH CHAIN LINK FENCE. INSTALLATION, FOUNDATION, AND POLES PER TECHNICAL SPECIFICATIONS.
15. CONSTRUCT COMMERCIAL DRIVEWAY PER SPPWC STD. PLAN 110-2, W=20', R=5' ON 6" CMB.
16. INSTALL 2" THICK ROUND POLE PADS (6-FEET HIGH BY ONE-FOOT DIAMETER) WITH TIE WITH FLAPS FOR OUTDOOR APPLICATION BY "WE PAD IT" OR APPROVED EQUIVALENT. (http://www.wepadit.com/green-pole-pad.html). COLOR SELECTED BY CITY.

* 19. INSTALL COMPLETE DRAINAGE SYSTEM FOR ARTIFICIAL TURF PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS A, B, & C ON SHEET 8. THE SUBGRADE GRADING SHALL BE PER SOILS REPORT RECOMMENDATIONS.

20. EXISTING 15-FOOT HIGH CHAIN-LINK FENCE TO BE RELOCATED BEHIND NEW SIDEWALK.
21. CONSTRUCT BUILDING PAD FOR FUTURE RESTROOM FACILITY. OVER-EXCAVATE AND RECOMPACT UNDER RESTROOM STRUCTURE PER SOILS REPORT RECOMMENDATIONS.
23. CONSTRUCT 4" PORTLAND CEMENT CONCRETE WALKWAYS ON 6" CMB PER SOILS REPORT RECOMMENDATIONS.
24. EXISTING PARKING LOT LIGHT SHALL BE RELOCATED AS SHOWN ON PLANS. POLE FOUNDATION SHALL BE PER DETAIL "A" ON SHEET 13.
26. INSTALL NEW PULL BOX (NON-TRAFFIC RATED) PER CALTRANS STD. RSP ES-8B SIZE 3-1/2.
27. INSTALL NEW 2-INCH PVC SCHEDULE 80 CONDUIT (30" DEEP) AND WIRE SIZED TO MATCH EXISTING FOR PARK FIELD LIGHTS.
29. INSTALL NEW 10-FOOT HIGH CHAIN LINK FENCE. INSTALLATION PER SPPWC STD. PLAN 600-3 FOUNDATION AND POLES PER THE TECHNICAL SPECIFICATIONS.
30. INSTALL ACCESSIBLE PARKING STRIPING AND SIGNS PER SPPWC STD. PLAN 180-0 (ACCESSIBLE SPACE DETAIL).
31. INSTALL CONCRETE WHEEL STOPS, BROOKS PRODUCTS OR APPROVED EQUIVALENT.

* ARTIFICIAL TURF TO BE INSTALLED BY OTHERS. CONTRACTOR TO COORDINATE ALL WORK.

### STORM DRAIN NOTES

D1. INSTALL 18"X18"24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
D2. INSTALL 12"X12"X24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
D3. CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. PLAN 332-2, B=18", C=4'.
D4. INSTALL 15" HDPE. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D5. INSTALL 15"X18"TEE FITTING TO HPDE PIPE.
D6. INSTALL 18"X15"X15" HDPE FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D7. INSTALL 15" HDPE PIPE 90° ELBOW FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D8. INSTALL 18" HDPE PIPE TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D9. INSTALL 8" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D10. INSTALL 6" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D11. INSTALL 4" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
D12. INSTALL 12"X12"X12" GRATE BASIN NDS OR APPROVED EQUIVALENT (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
D13. INSTALL 8"X8"X8" GRATE BASIN NDS OR APPROVED EQUIVALENT.

### STRIPING AND SIGNING NOTES

ALL STRIPING, MARKINGS AND SIGNAGE SHALL BE PER CALTRANS STANDARDS PLANS. A20A THRU A24-E.

ST1. PAINT TWO-COAT 4-INCH WIDE WHITE LINE.
ST2. PAINT TWO-COAT 4-INCH WIDE BLUE DIAGONAL STRIPING AT 3' O.C.
ST3. PAINT TWO-COAT 8-INCH WIDE BLUE STRIPING.
ST4. PAINT 36" SQUARE TWO-COAT BLUE ISA PAVEMENT MARKINGS PER CALTRANS STD. A24C

10 5 0 10 20
1"=10' GRAPHIC SCALE

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

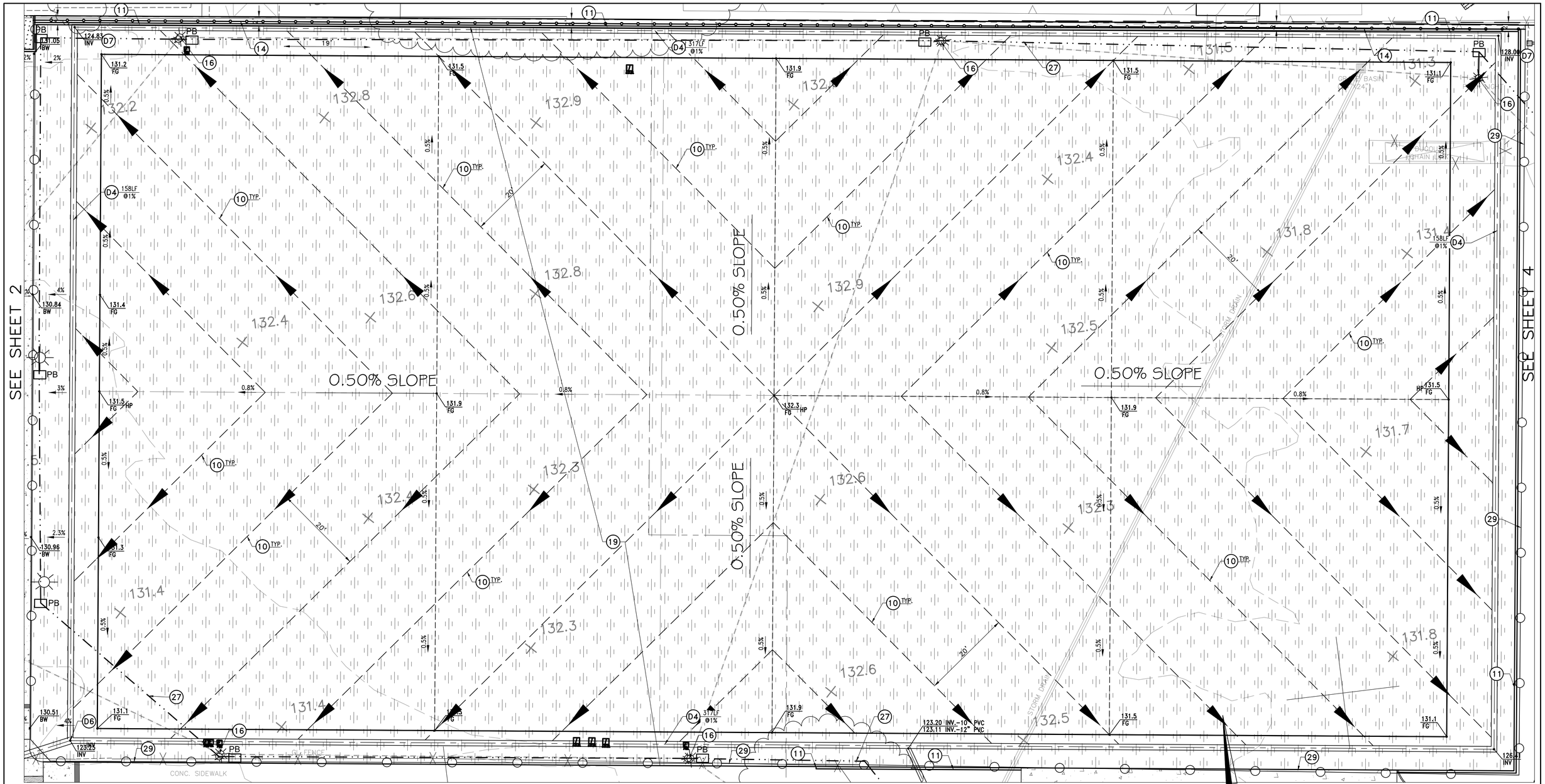
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 2 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

GRADING AND DRAINAGE PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**ATTACHMENT A**




## STORM DRAIN NOTES

- D1 INSTALL 18"X18"24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D2 INSTALL 12"X12"X24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D3 CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. PLAN 332-2, B=18", C=4'.
- D4 INSTALL 15" HDPE. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D5 INSTALL 15"X18"TEE FITTING TO HPDE PIPE.
- D6 INSTALL 18"X15"X15" HDPE FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D7 INSTALL 15" HDPE PIPE 90° ELBOW FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D8 INSTALL 18" HDPE PIPE TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D9 INSTALL 8" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D10 INSTALL 6" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D11 INSTALL 4" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER SPECIFICATIONS.
- D12 INSTALL 12"X12"X12" GRATE BASIN NDS OR APPROVED EQUIVALENT (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D13 INSTALL 8"X8"X8" GRATE BASIN NDS OR APPROVED EQUIVALENT.

## CIVIL CONSTRUCTION NOTES

- 10 INSTALL FLAT DRAIN SYSTEM PER DETAIL "B" ON SHEET 8.
- 11 CONSTRUCT CONCRETE TURF EDGE DETAIL PER DETAIL "C" ON SHEET 8.
- 14 INSTALL NEW 16-FOOT HIGH CHAIN LINK FENCE. INSTALLATION, FOUNDATION, AND POLES PER TECHNICAL SPECIFICATIONS.
- 16 INSTALL 2" THICK ROUND POLE PADS (6-FEET HIGH BY ONE-FOOT DIAMETER) WITH TIE WITH FLAPS FOR OUTDOOR APPLICATION BY "WE PAD IT" OR APPROVED EQUIVALENT. (http://www.wepadit.com/green-pole-pad.html). COLOR SELECTED BY CITY.
- 27 INSTALL NEW 2-INCH PVC SCHEDULE 80 CONDUIT (30" DEEP) AND WIRE SIZED TO MATCH EXISTING FOR PARK FIELD LIGHTS.
- 29 INSTALL NEW 10-FOOT HIGH CHAIN LINK FENCE. INSTALLATION PER SPPWC STD. PLAN 600-3 FOUNDATION AND POLES PER THE TECHNICAL SPECIFICATIONS.

10 5 0 10 20
1"=10' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

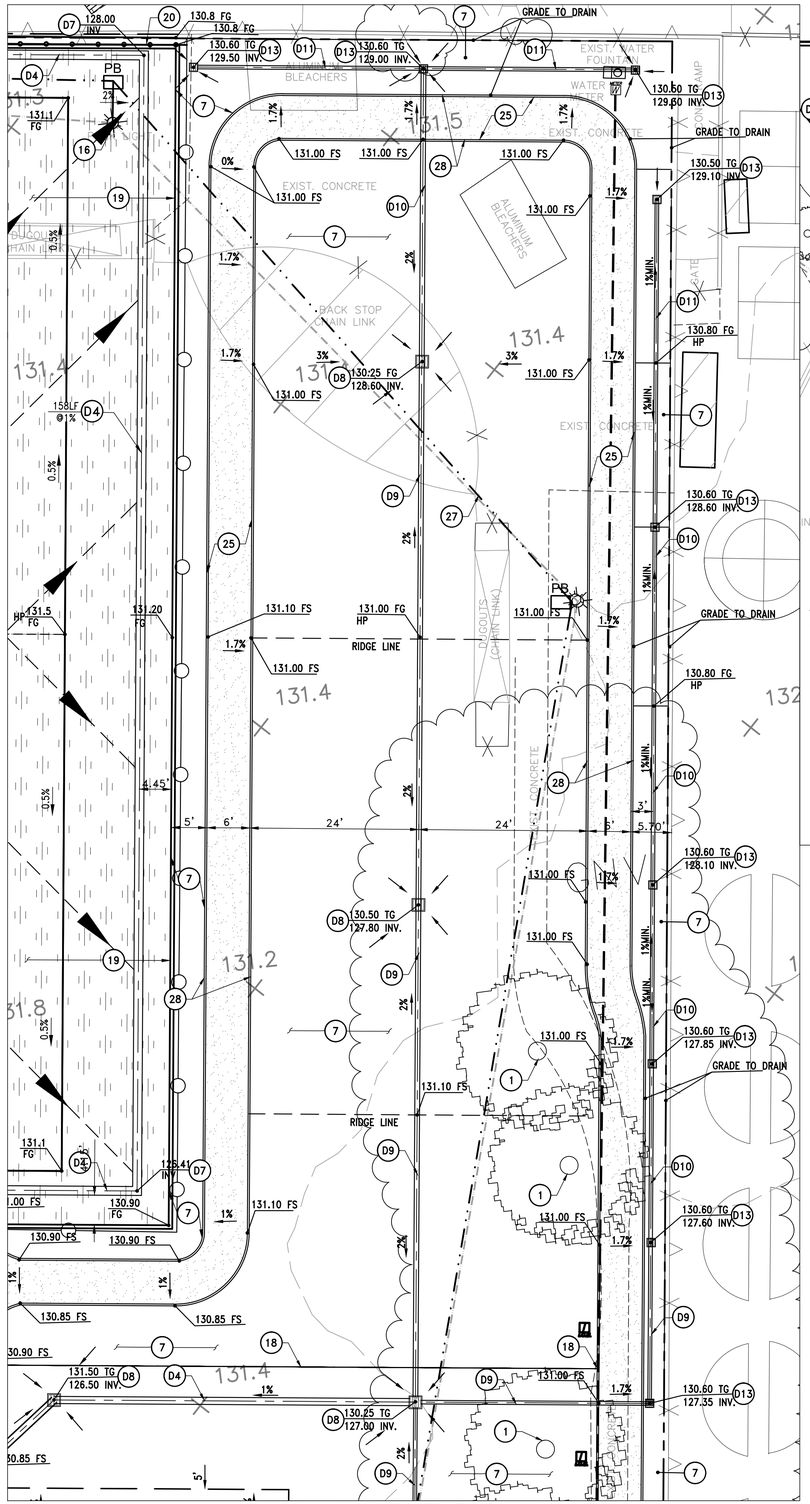
| SHEET 3 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

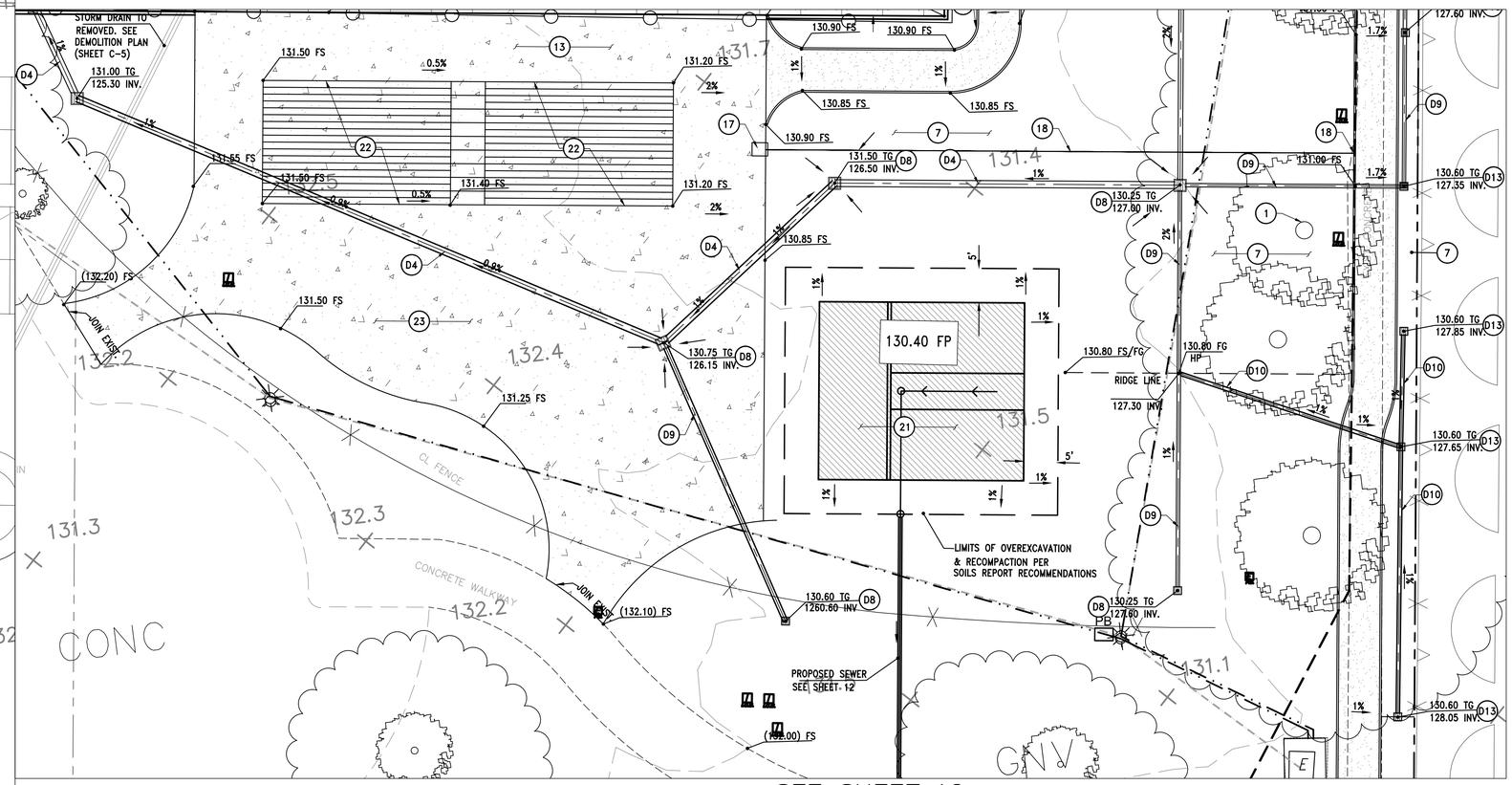
GRADING AND DRAINAGE PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS, LUGO PARK IMPROVEMENTS
CDBG Project No.: 601693-14 (Lugo Park Restroom Rehabilitation); 601694-14 (Lugo Park Soccer Field Renovation)
Date Issued: September 16, 2015 (Draft, not authorized for bidding, for review only)
Document Control Page 222 of 694






* ARTIFICIAL TURF TO BE INSTALLED BY OTHERS. CONTRACTOR TO COORDINATE ALL WORK.

## STORM DRAIN NOTES

- D1 INSTALL 18"X18"24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D2 INSTALL 12"X12"X24" TRAFFIC RATED GRATE BASIN (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D3 CONSTRUCT JUNCTION STRUCTURE PER SPPWC STD. PLAN 332-2, B=18", C=4'.
- D4 INSTALL 15" HDPE. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D5 INSTALL 15"X18"TEE FITTING TO HPDE PIPE.
- D6 INSTALL 18"X15"X15" HDPE FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D7 INSTALL 15" HDPE PIPE 90° ELBOW FITTING. TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D8 INSTALL 18" HDPE PIPE TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D9 INSTALL 8" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D10 INSTALL 6" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D11 INSTALL 4" PVC-SDR 35 PIPE AND FITTINGS, TRENCHING PER MANUFACTURER'S SPECIFICATIONS.
- D12 INSTALL 12"X12"X12" GRATE BASIN NDS OR APPROVED EQUIVALENT (BROOKS PRODUCTS OR APPROVED EQUIVALENT.
- D13 INSTALL 8"X8"X8" GRATE BASIN NDS OR APPROVED EQUIVALENT.

## CONSTRUCTION NOTES:

### CIVIL CONSTRUCTION NOTES

- 1 PROTECT-IN-PLACE.
- 5 CONSTRUCT PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK ON 6" CMB. PER SOILS REPORT RECOMMENDATIONS.
- 7 INSTALL NEW LANDSCAPE: GRASS SEEDING TO MATCH EXISTING, SEE ALSO SHEETS 9-11.
- 17 INSTALL WATER FOUNTAIN BY GLOBAL INDUSTRIES ITEM NO. T9FB442691, HALSEY TAYLOR ENDURA (TM) STEEL PEDESTAL ADA OUTDOOR DRINKING FOUNTAIN. SEE SHEET 12.
- 18 INSTALL 2" PVC SCHEDULE 80 WATERLINE WITH A 2" SHUT-OFF VALVE 5 FEET FROM WATER FOUNTAIN. LINE TO BE 30" DEEP AND CONNECT TO EXISTING WATERLINE.
- * 19 INSTALL COMPLETE DRAINAGE SYSTEM FOR ARTIFICIAL TURF PER MANUFACTURER'S SPECIFICATIONS. SEE DETAILS A, B, & C ON SHEET 8. THE SUBGRADE GRADING SHALL BE PER SOILS REPORT RECOMMENDATIONS.
- 20 EXISTING 15-FOOT HIGH CHAIN-LINK FENCE TO BE RELOCATED BEHIND NEW SIDEWALK.
- 21 CONSTRUCT BUILDING PAD FOR FUTURE RESTROOM FACILITY. OVER-EXCAVATE AND RECOMPACT UNDER RESTROOM STRUCTURE PER SOILS REPORT RECOMMENDATIONS.
- 22 INSTALL BLEACHERS BY TOMARK SPORTS. SEE DETAILS ON SHEET 13 OR APPROVED EQUIVALENT.
- 23 CONSTRUCT 4" PORTLAND CEMENT CONCRETE WALKWAYS ON 6" COMPACTED NATIVE PER SOILS REPORT RECOMMENDATIONS.
- 25 CONSTRUCT 6-FOOT WIDE BY 4" THICK DECOMPOSED GRANITE WALKING PATHWASY WITH STABILIZER BY STABILIZER SOLUTIONS OR APPROVED EQUIVALENT. SEE DETAIL ON SHEET 12.
- 27 INSTALL NEW 2-INCH PVC SCHEDULE 80 CONDUIT (30" DEEP) AND WIRE SIZED TO MATCH EXISTING FOR PARK FIELD LIGHTS.
- 28 INSTALL HDPE FLEXIBLE EDGE TRIM (6" MIN. DEPTH).

10 5 0 10 20
1"=10' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

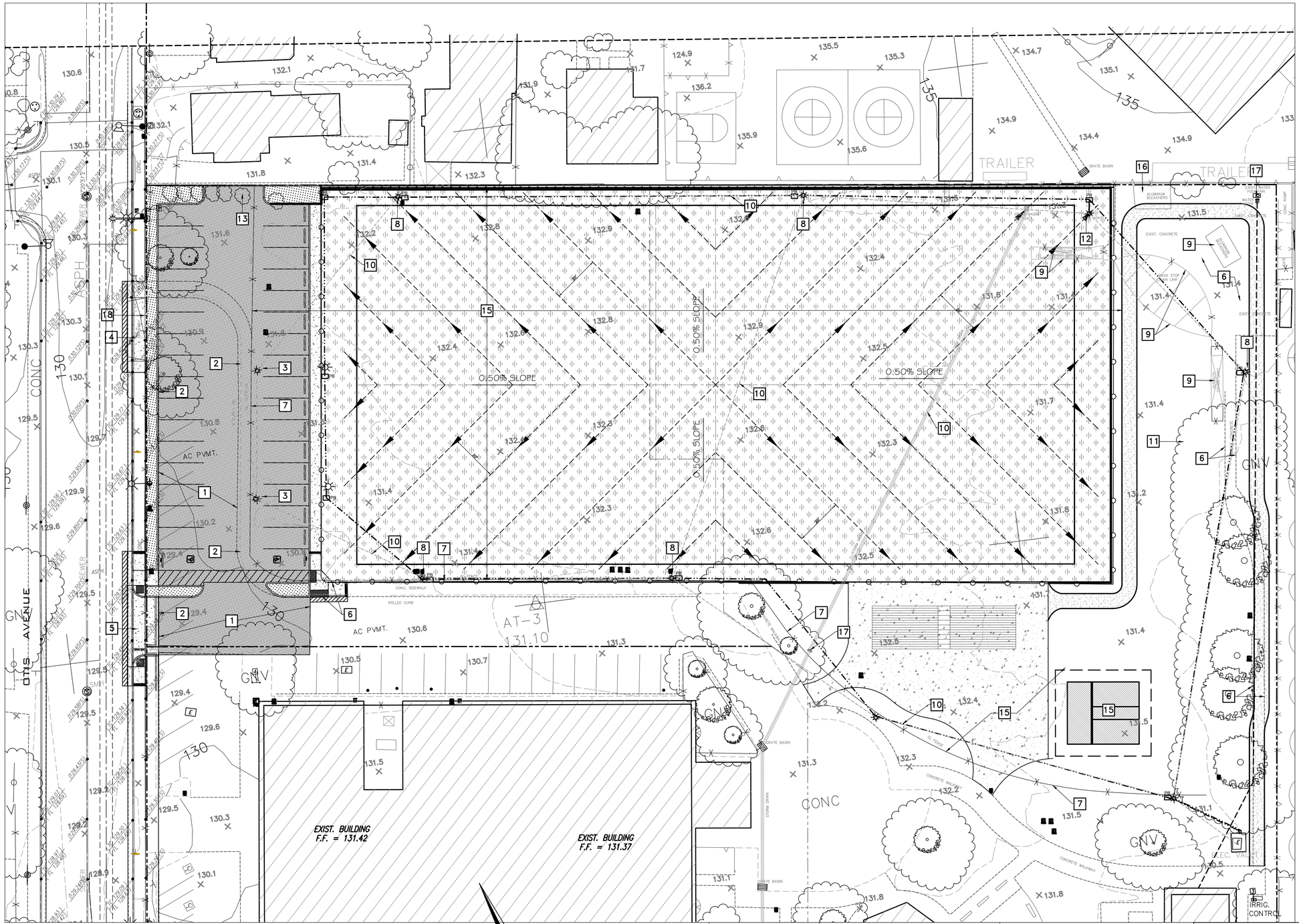
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 4 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

GRADING AND DRAINAGE PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**ATTACHMENT A**




## DEMOLITION NOTES

SEE ALSO CIVIL NOTES FOR ADDITIONAL INFORMATION
UNLESS NOTED OTHERWISE, ALL ITEMS CALLED TO BE REMOVED SHALL BECOME THE CONTRACTORS RESPONSIBILITY TO DISPOSED IN ACCORDANCE WITH CITY REQUIREMENTS.

ALL ITEMS TO BE RELOCATED SHALL BE FIELD DIRECTED BY THE CITY REPRESENTATIVE.

1. REMOVE EXISTING ASPHALT CONCRETE PAVEMENT & SUBSURFACE.
2. REMOVE EXISTING CONCRETE CURB.
3. RELOCATE EXISTING LIGHT.
4. REMOVE EXISTING CONCRETE DRIVEWAY.
5. REMOVE EXISTING CONCRETE SIDEWALK, CURB & GUTTER.
6. REMOVE EXISTING CONCRETE SIDEWALK/WALKWAY.
7. REMOVE AND RELOCATE EXISTING FENCE.
8. PROTECT-IN-PLACE EXISTING FIELD LIGHT.
9. REMOVE EXISTING STRUCTURE, BLEACHERS & DUGOUTS.
10. REMOVE EXISTING CONDUIT AND WIRE.
11. PROTECT-IN-PLACE EXISTING TREES.
12. RELOCATE EXISTING FIELD LIGHT.
13. REMOVE EXISTING WATER FOUNTAIN, WATER METER BOX, AND WATERLINES
14. REMOVE EXISTING STORM DRAIN LINE, FITTINGS, GRATES, ETC.
15. EXCAVATION, RECOMPACTION, HAULING OF MATERIAL PER SOILS REPORT RECOMMENDATIONS.
16. REMOVE BLEACHERS, DELIVER TO THE CITY YARD AS REQUIRED BY CITY REPRESENTATIVE.
17. SAWCUT AND CAP EXISTING STORM DRAIN WITH BRICKAND MORTAR.
18. EXISTING ROLLING GATE TO BE RELOCATED.

20 10 0 20 40
1'=20' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

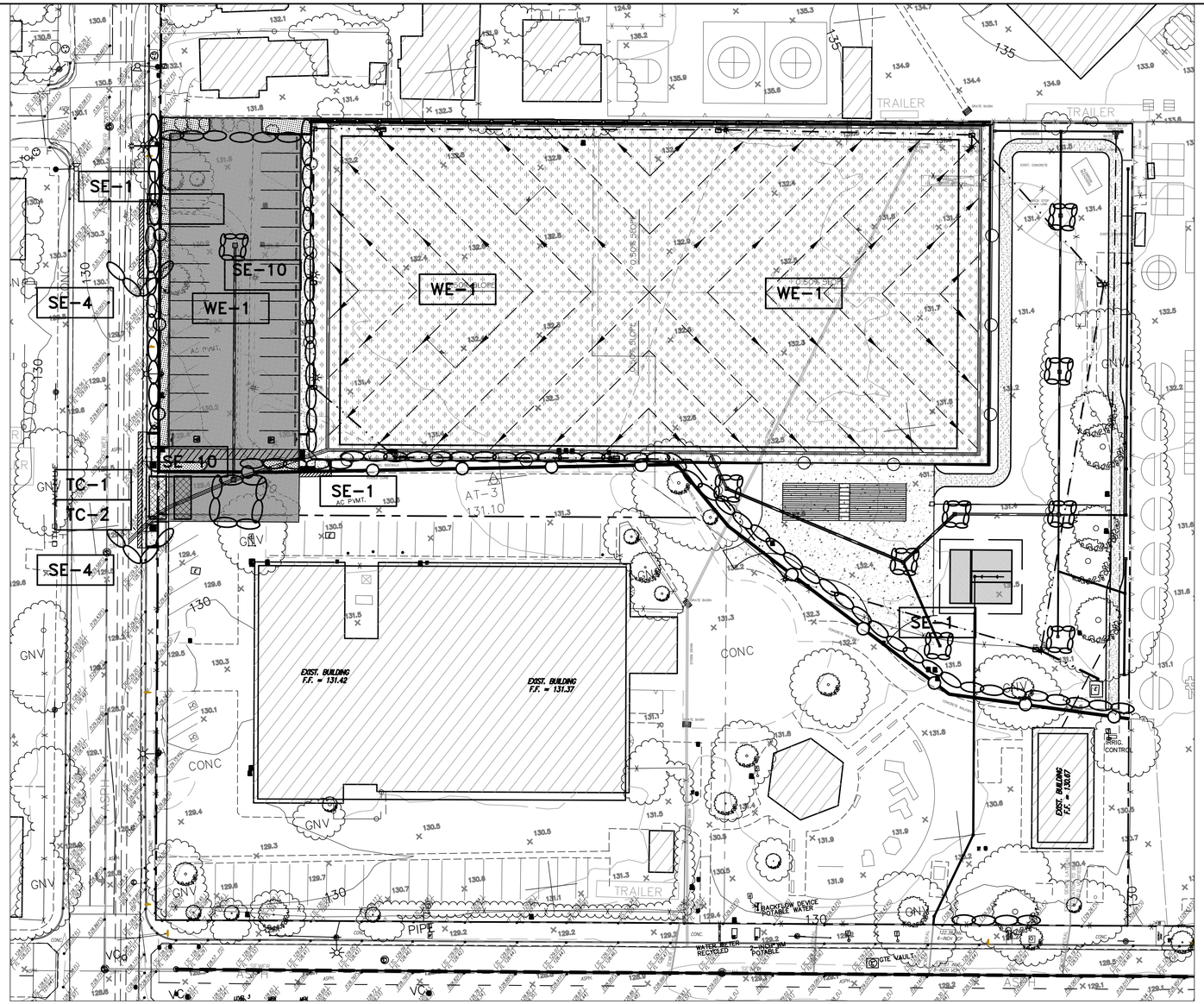
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 5 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

DEMOLITION PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**ATTACHMENT A**




## BMP'S

EROSION CONTROL

EC1 – SCHEDULING
EC2 – PRESERVATION OF EXISTING VEGETATION
EC3 – HYDRAULIC MULCH
EC4 – HYDROSEEDING
EC5 – SOIL BINDERS
EC6 – STRAW MULCH
EC7 – GEOTEXTILES & MATS
EC8 – WOOD MULCHING
EC9 – EARTH DIKES AND DRAINAGE SWALES
EC10 – VELOCITY DISSIPATION DEVICES
EC11 – SLOPE DRAINS
EC12 – STREAMBANK STABILIZATION
EC13 – POLYACRYLAMIDE

TEMPORARY SEDIMENT CONTROL

SE1 – SILT FENCE
SE2 – SEDIMENT BASIN
SE3 – SEDIMENT TRAP
SE4 – CHECK DAM
SE5 – FIBER ROLLS
SE6 – GRAVEL BAG BERM
SE7 – STREET SWEEPING AND VACUUMING
SE8 – SANDBAG BARRIER
SE9 – STRAW BALE BARRIER
SE10 – STORM DRAIN INLET PROTECTION

WIND EROSION CONTROL

WE1 – WIND EROSION CONTROL

EQUIPMENT TRACKING CONTROL

TC1 – STABILIZED CONSTRUCTION ENTRANCE EXIT
TC2 – STABILIZED CONSTRUCTION ROADWAY
TC3 – ENTRANCE/OUTLET TIRE WASH

NON–STORMWATER MANAGEMENT

NS1 – WATER CONSERVATION PRACTICES
NS2 – DEWATERING OPERATIONS
NS3 – PAVING AND GRINDING OPERATIONS
NS4 – TEMPORARY STREAM CROSSING
NS5 – CLEAR WATER DIVERSION
NS6 – ILLICIT CONNECTION/DISCHARGE
NS7 – POTABLE WATER/IRRIGATION
NS8 – VEHICLE AND EQUIPMENT CLEANING
NS9 – VEHICLE AND EQUIPMENT FUELING
NS10 – VEHICLE AND EQUIPMENT MAINTENANCE
NS11 – PILE DRIVING OPERATIONS
NS12 – CONCRETE CURING
NS13 – CONCRETE FINISHING
NS14 – MATERIAL AND EQUIPMENT USE
NS15 – DEMOLITION ADJACENT TO WATER
NS16 – TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL

WM1 – MATERIAL DELIVERY AND STORAGE
WM2 – MATERIAL USE
WM3 – STOCKPILE MANAGEMENT
WM4 – SPILL PREVENTION AND CONTROL
WM5 – SOLID WASTE MANAGEMENT
WM6 – HAZARDOUS WASTE MANAGEMENT
WM7 – CONTAMINATION SOIL MANAGEMENT
WM8 – CONCRETE WASTE MANAGEMENT
WM9 – SANITARY/SEPTIC WASTE MANAGEMENT
WM10 – LIQUID WASTE MANAGEMENT

## NOTES (BMP'S):

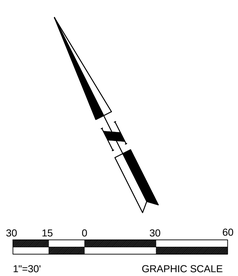
1. ALL APPLICABLE BMP'S MUST BE OBSERVED ON SITE. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR THEIR IMPLEMENTATION WHETHER SHOWN ON THIS PLAN OR NOT.
2. PHASING AND SCHEDULING OF BMP'S ARE NOT SPECIFIED. CONTRACTOR/DEVELOPER SHALL OBSERVE BMP'S AS NECESSARY OR AS INDICATED BY THE CITY INSPECTOR.

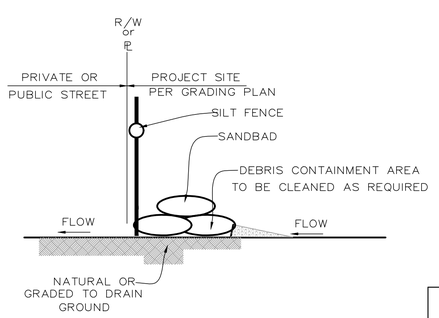
## NOTES:

1. THIS EROSION CONTROL PLAN SHALL SERVE AS THE BASIS FOR CONTAINMENT OF DEBRIS MATERIAL RESULTING FROM CONSTRUCTION OPERATIONS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBSERVE BEST MANAGEMENT PRACTICES AND NPDES REQUIREMENTS AS ESTABLISHED BY THE COUNTY OF LOS ANGELES AND AS REQUIRED BY THE BUILDING INSPECTOR.
2. THIS PLAN SHALL COMPLIMENT AND BE IMPLEMENTED IN CONJUNTION WITH THE APPROVED GRADING PLAN, GRADING NOTES, AND GRADING PERMIT.
3. THIS EROSION CONTROL PLAN MAY BE REVISED AS REQUIRED BY THE BUILDING INSPECTOR AS DEEM NECESSARY OR APPLICABLE DURING STAGE CONSTRUCTION.

## LEGEND:

SAND BAG 2 MINIMUM
P.E. PIPE (FLEXIBLE)
SILT FENCE
BMP TO BE IMPLEMENTED — BMP NO.
CONSTRUCTION ENTRANCE STABILIZATION




SAND BAG DETAIL
NO SCALE

Underground Service Alert
Call: TOLL FREE
1–800
422–4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 6 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

EROSION CONTROL AND BMP'S PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

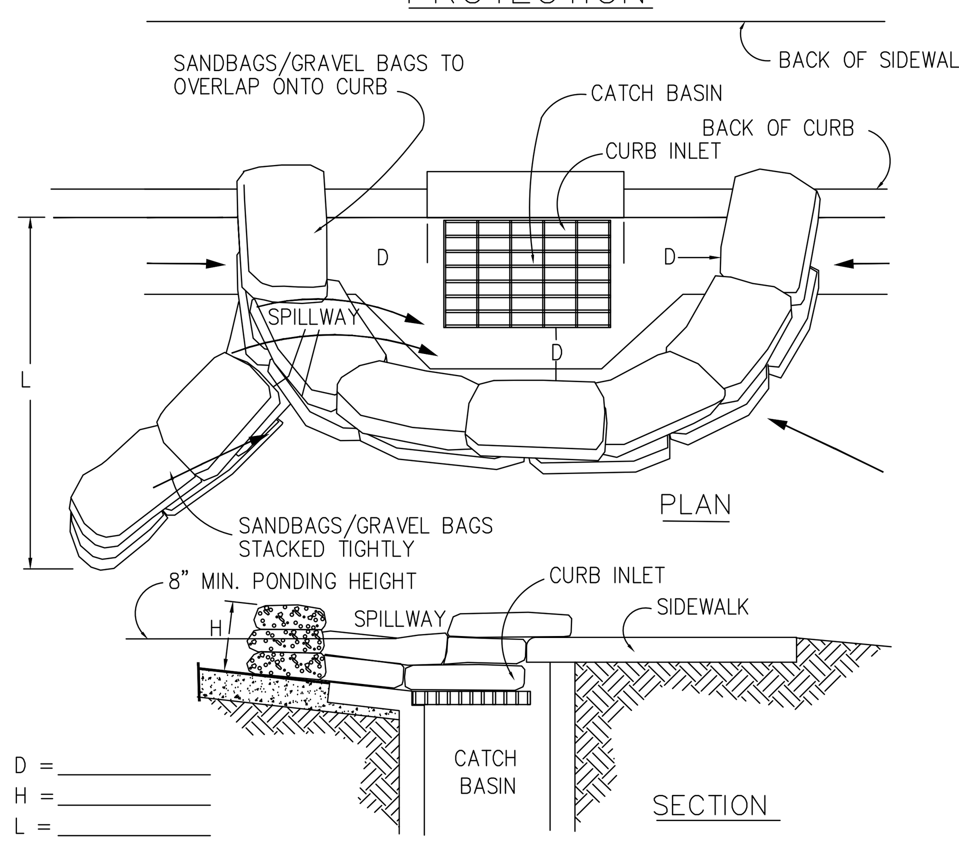
APPROVED _____ DATE _____

**ATTACHMENT A**

## GENERAL NOTES

1. BEST MANAGEMENT PRACTICES (BMP'S) CONTAINED HEREIN REFLECT MINIMUM REQUIREMENTS. FOR ADDITIONAL BMP'S REFER TO CALIFORNIA STORMWATER BMP HANDBOOKS.
2. ALL CONSTRUCTION ACTIVITY SHALL BE PERFORMED IN ACCORDANCE WITH A STORMWATER POLLUTION CONTROL PLAN (SWPCP) DEVELOPED AND IMPLEMENTED IN COMPLIANCE WITH REQUIREMENTS OF THE LOS ANGELES COUNTYWIDE STORMWATER QUALITY MANAGEMENT PROGRAM, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. CAS063339.
3. THE SWPCP SHALL:
   A. IDENTIFY POTENTIAL POLLUTANT SOURCES AND INCLUDE THE DESIGN AND PLACEMENT OF BMP'S TO EFFECTIVELY PROHIBIT THE ENTRY OF POLLUTANTS FROM THE CONSTRUCTION SITE INTO AND ONTO THE STREET AND STORM DRAIN SYSTEM DURING CONSTRUCTION.
   B. BE KEPT ON SITE AND AMENDED TO REFLECT CHANGING CONDITIONS THROUGHOUT THE COARSE OF CONSTRUCTION.
   C. BE KEPT UP TO DATE. ANY ADDITIONAL UPDATES REQUESTED BY AGENCY REPRESENTATIVES ARE TO BE MADE IMMEDIATELY.
4. NON-STORMWATER DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORM DRAIN SYSTEM AND/OR STREET.
5. DISCHARGES OF PUMPED GROUND WATER REQUIRE A DISCHARGE PERMIT FROM THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (RWQCB).
6. POLLUTANTS SHALL BE REMOVED FROM STORMWATER DISCHARGES TO THE MAXIMUM EXTENT PRACTICABLE (MEP) THROUGH DESIGN & IMPLEMENTATION OF THE SWPCP.
7. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (NOV. 1 TO APR. 15). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EMERGENCY DEVICES WHEN RAIN IS IMMINENT.
8. PORTABLE SANITARY FACILITIES SHALL BE LOCATED ON RELATIVELY LEVEL GROUND AWAY FROM TRAFFIC AREAS, DRAINAGE COURSES, AND STORM DRAIN INLETS.
9. EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS SHALL BE EDUCATED ON ALL BMP'S INCLUDING CONCRETE WASTE STORAGE AND DISPOSAL PROCEDURES.
10. SEDIMENT CONTROL PRACTICES SHALL EFFECTIVELY PREVENT A NET INCREASE OF SEDIMENT LOAD IN STORMWATER DISCHARGE.

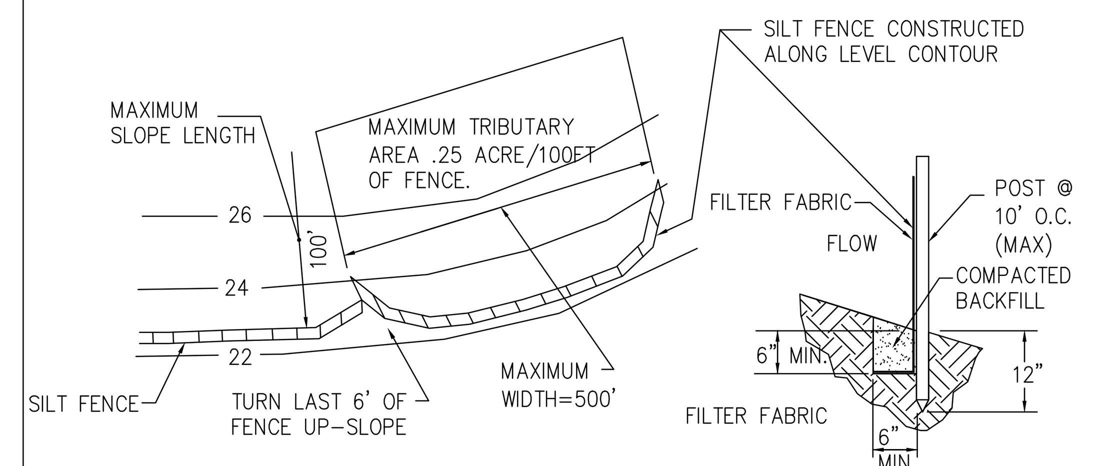
## SE-10
### CATCH BASIN/INLET PROTECTION




NOTES:

1. CATCH BASIN/INLET PROTECTION SHALL BE INSTALLED WHEREVER THERE IS A POTENTIAL OF STORMWATER OR NON-STORMWATER BEING DISCHARGED INTO IT.
2. INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS; EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
3. MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
4. INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V-DITCHES AND MISC. DRAINAGE SWALES.
5. INLET PROTECTION SHALL BE INSPECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERLY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE STORM DRAIN SYSTEM
6. DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.
7. ADDITIONAL SANDBAG SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLAN.

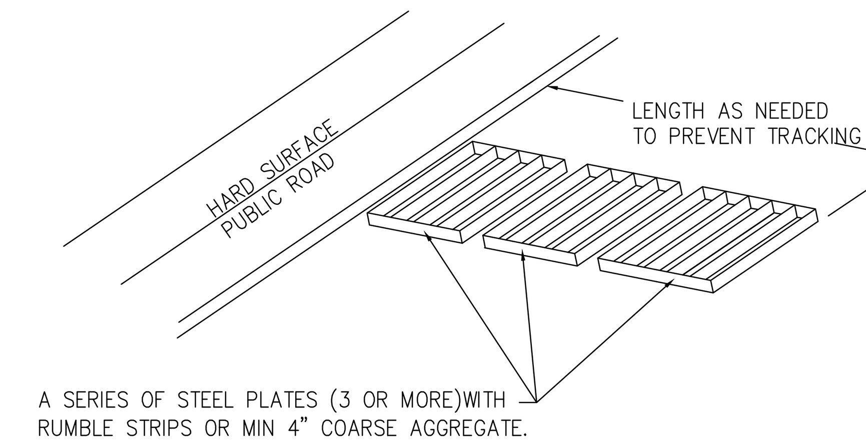
## SE1 – SILT FENCE




NOTES:

1. CONSTRUCT THE SILT FENCE ALONG A LEVEL CONTOUR.
2. SILT FENCES SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOE OF SLOPE OR OTHER OBSTRUCTIONS. ABOUT 1200 SQ. FT. OF PONDING AREA SHALL BE PROVIDED FOR EVERY ACRE DRAINING TO THE FENCE.
4. TURN THE ENDS OF THE FILTER FENCE UPHILL TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.
5. LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWNSLOPE FROM THE FENCE.
6. DO NOT PLACE IN LIVE STREAM OR INTERMITTENTLY FLOWING CHANNELS.
7. WHEN STANDARD FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS.

## TC1 – STABILIZED CONSTRUCTION ENTRANCE EXIT
## TC3 – ENTRANCE/OUTLET TIRE WASH



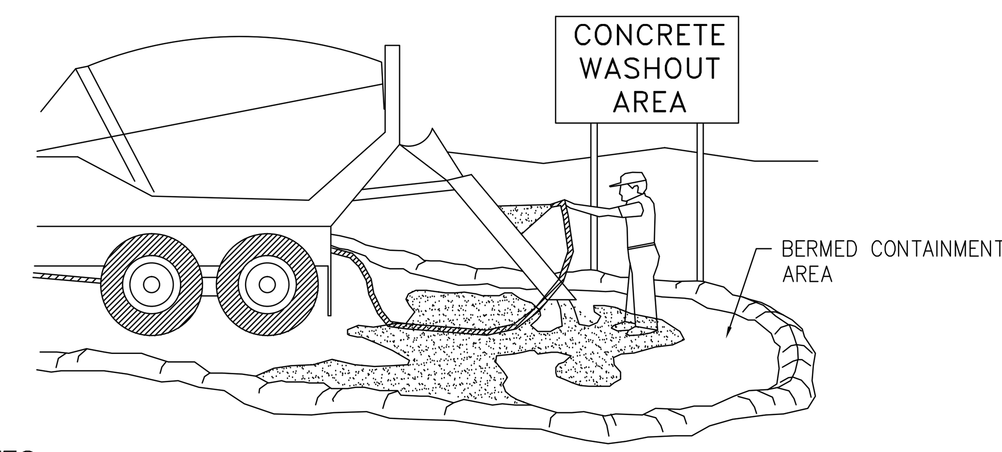

NOTES:

1. SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE:
   A. LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
   B. A SERIES OF STEEL PLATES WITH "RUMBLE STRIPS", AND/OR MIN 4" COARSE AGGREGATE WITH LENGTH, WIDTH & THICKNESS AS NEEDED TO ADEQUATLY PREVENT ANY TRACKING ONTO PAVED SURFACES.
3. ADDING A WASH RACK WITH A SEDIMENT TRAP LARGE ENOUGH TO COLLECT ALL WASH WATER CAN GREATLY IMPROVE EFFICIENCY.
4. ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE SITES.

### STREET MAINTENANCE

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM.

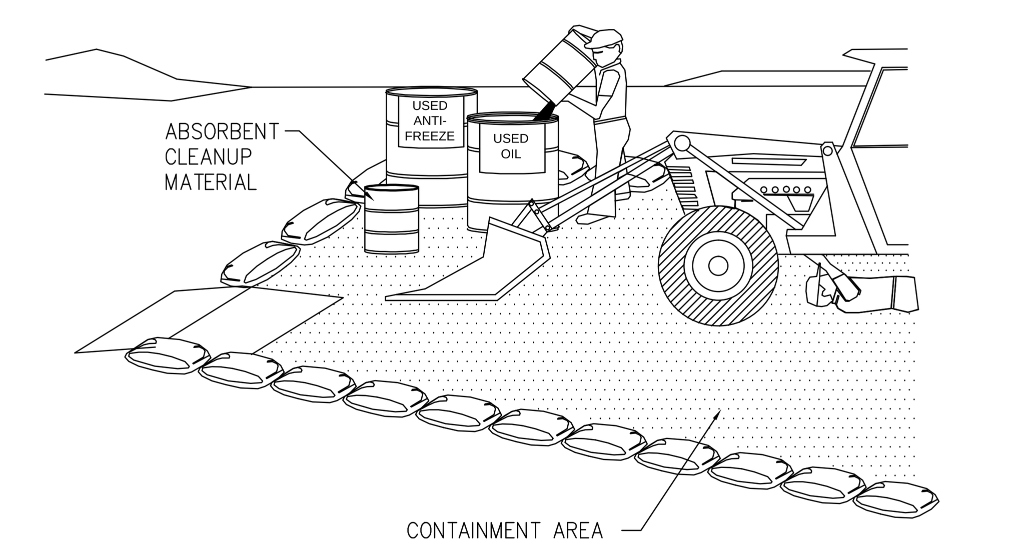
## WM8 – CONCRETE WASTE MANAGEMENT




NOTES:

1. EXCESS AND WASTE CONCRETE SHALL NOT BE WASHED INTO THE STREET OR INTO A DRAINAGE SYSTEM.
2. FOR WASHOUT OF CONCRETE AND MORTAR PRODUCTS, A DESIGNATED CONTAINMENT FACILITY OF SUFFICIENT CAPACITY TO RETAIN LIQUID AND SOLID WASTE SHALL BE PROVIDED ON SITE.
3. SLURRY FROM CONCRETE AND ASPHALT SAW CUTTING SHALL BE VACUUMED OR CONTAINED, DRIED, PICKED UP AND DISPOSED OF PROPERLY.

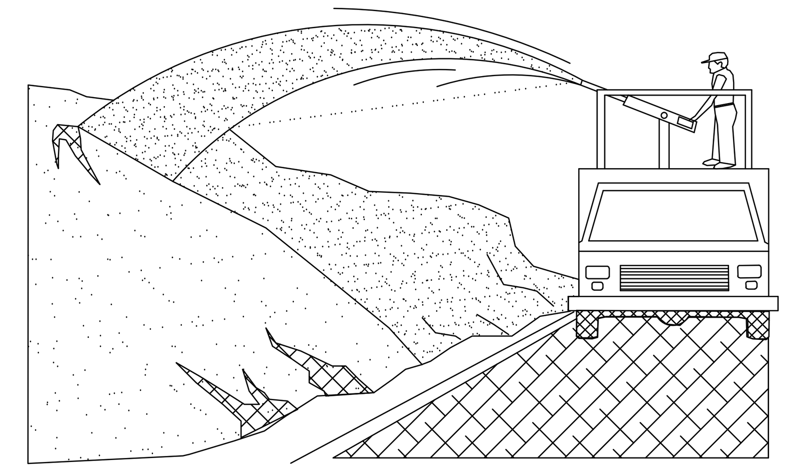
## NS10 – VEHICLE AND EQUIPMENT MAINTENANCE




NOTES:

1. LEAKING VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON-SITE. EQUIPMENT AND VEHICLES SHALL BE INSPECTED FREQUENTLY FOR LEAKS AND SHALL BE REPAIRED IMMEDIATELY. CLEAN UP SPILLS AND LEAKS PROMPTLY WITH ABSORBENT MATERIALS; DO NOT FLUSH WITH WATER.
2. VEHICLES AND EQUIPMENT SHALL BE MAINTAINED, AND REPAIRED ON-SITE ONLY IN DESIGNATED AREAS. PREVENT RUN-ON AND RUN-OFF FROM DESIGNATED AREAS. CONTAINMENT DEVICES SHALL BE PROVIDED AND AREAS SHALL BE COVERED IF NECESSARY.
3. DESIGNATE ON-SITE VEHICLE AND EQUIPMENT MAINTENANCE AREAS, AWAY FROM STORM DRAIN INLETS AND WATERCOURSES.
4. ALWAYS USE SECONDARY CONTAINMENT, SUCH AS A DRAIN PAN OR DROP CLOTH, TO CATCH SPILLS AND LEAKS WHEN REMOVING OR CHANGING FLUIDS.
5. LEGALLY DISPOSE OF USED OILS, FLUIDS, AND LUBRICANTS.
6. PROVIDE SPILL CONTAINMENT DIKES OR SECONDARY CONTAINMENT AROUND STORED OIL, FUEL, AND CHEMICAL DRUMS.
7. MAINTAIN AN ADEQUATE SUPPLY OF ABSORBENT SPILL CLEANUP MATERIALS IN DESIGNATED AREA.

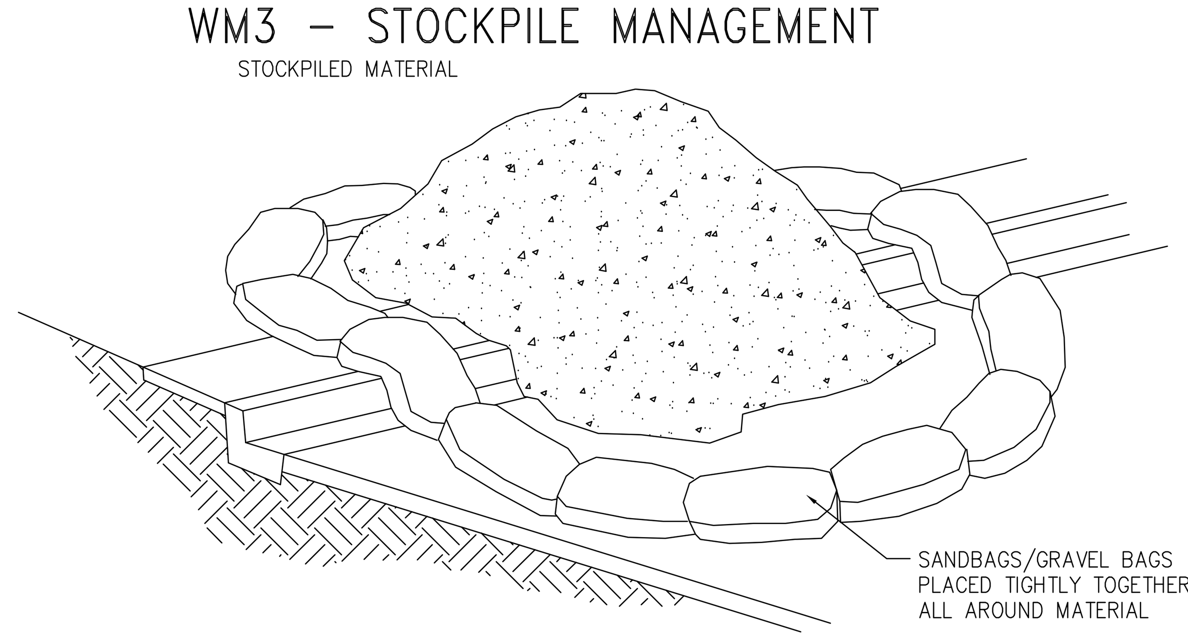
## WE1 – WIND EROSION CONTROL



NOTES:

1. SOIL/SLOPE STABILIZATION PRACTICES SHALL BE DESIGNED TO PRESERVE EXISTING VEGETATION WHERE FEASIBLE AND TO REVEGETATE OPEN AREAS AS SOON AS FEASIBLE AFTER GRADING. THESE CONTROL PRACTICES SHALL INCLUDE TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, OR OTHER SOIL STABILIZATION PRACTICES.
2. SOIL STABILIZATION SHALL BE IMPLEMENTED ON ALL INACTIVE DISTURBED AREAS FROM NOVEMBER 1 THRU APRIL 15 AND ON ALL DISTURBED AREAS DURING A RAIN EVENT OR POTENTIAL RAIN.
3. STABILIZATION PRACTICES SHALL CONTROL/PREVENT EROSION FROM THE FORCES OF WIND AND WATER.
4. STABILIZATION PRACTICES SHALL BE IMPLEMENTED IN CONJUNCTION WITH SEDIMENT TRAPPING/FILTERING PRACTICES AND PRACTICES TO REDUCE THE TRACKING OF SEDIMENT ONTO PAVED ROADS.
5. WHEN USING STRAW MULCHING, THE MINIMUM APPLICATION SHALL BE 2 TONS/ACRE. MULCH MUST BE ANCHORED IMMEDIATELY TO MINIMIZE LOSS BY WIND OR WATER.
6. WHEN USING HYDROSEEDING/MULCHING, THE MINIMUM APPLICATION OF WOOD FIBER SHALL BE 1,500 LBS/ACRE, THAT DOES NOT CONTAIN MORE THAN 50 PERCENT NEWSPRINT.
7. FOR SEEDING RECOMMENDATIONS, CONTACT: USDA, NATURAL RESOURCES CONSERVATION SERVICE OR VENTURA COUNTY RCD.

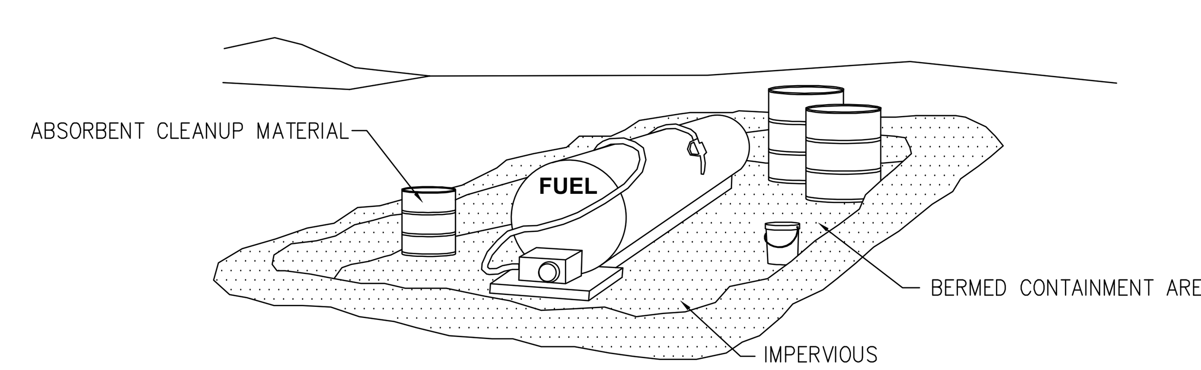
## WM1 – MATERIAL DELIVERY AND STORAGE
## WM3 – STOCKPILE MANAGEMENT




NOTES:

1. DIRT AND OTHER CONSTRUCTION RELATED MATERIALS PLACED IN THE STREET OR ON OTHER IMPERVIOUS SURFACES MUST BE CONTAINED WITH SANDBAGS OR OTHER MEASURES TO PREVENT TRANSPORT TO THE STORMDRAIN SYSTEM.
2. ANY CONSTRUCTION MATERIAL STORED OR STOCKPILED ON-SITE SHALL BE PROTECTED FROM BEING TRANSPORTED BY THE FORCE OF WIND OR WATER.

## NS9 – VEHICLE AND EQUIPMENT FUELING




NOTES:

1. FUELING SHALL BE PERFORMED IN A DESIGNATED AREA, AWAY FROM DRAINAGE COURSES.
2. ABSORBENT CLEANUP MATERIAL SHALL BE ON SITE AND USED IMMEDIATELY IN THE EVENT OF A SPILL.

# BEST MANAGEMENT PRACTICES PLAN

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

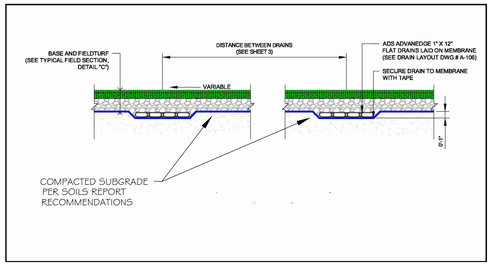
BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

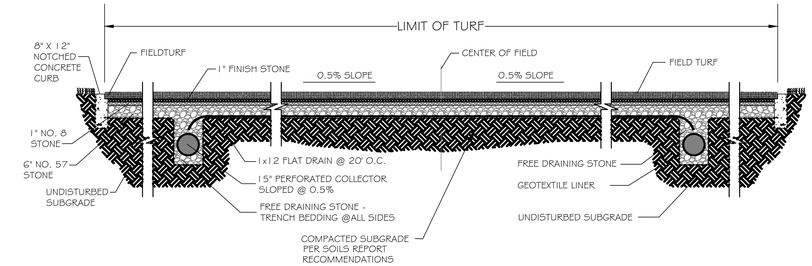
| SHEET 7 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

EROSION CONTROL AND BMP'S PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

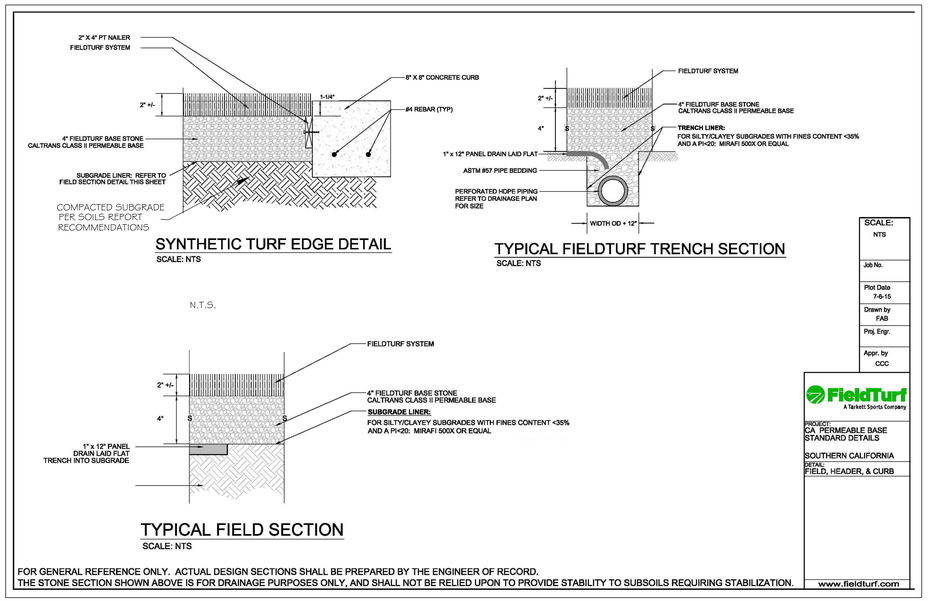
APPROVED ____________ DATE ________




DETAIL "B"
FLAT DRAINS DETAILS



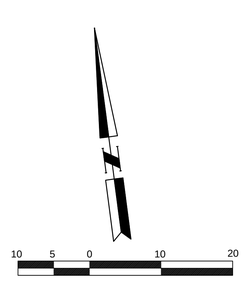

DETAIL "A"
TRANSVERSE SECTION THROUGH FIELD




DETAIL "C"
SYNTHETIC TURF SYSTEM DETAILS

NOTE: SUBGRADE SHALL BE PREPARED PER THE SOILS REPORT DATED JULY 27, 2015 PROJECT NO. 15-1096 BY GEO-ADVANTEC, INC.

THE SYNTHETIC TURF PER THE DETAILS SHOWN IS TO BE INSTALLED BY THE MANUFACTURER. CONTRACTOR IS RESPONSIBLE FOR ALL SUBGRADE PREPARATION AND DRAINAGE SYSTEM. CONTRACTOR TO COORDINATE ALL WORK WITH MANUFACTURER INCLUDING SCHEDULING, INSTALLATION, TIME AND ACCESS.




Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

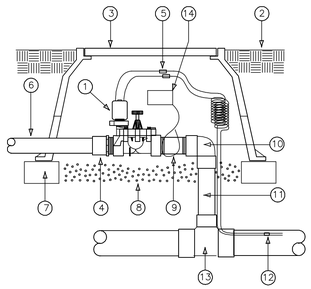
BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

SHEET 8 | CITY OF CUDAHY | 13 SHEETS

GRADING & DRAINAGE DETAILS AND SECTIONS
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

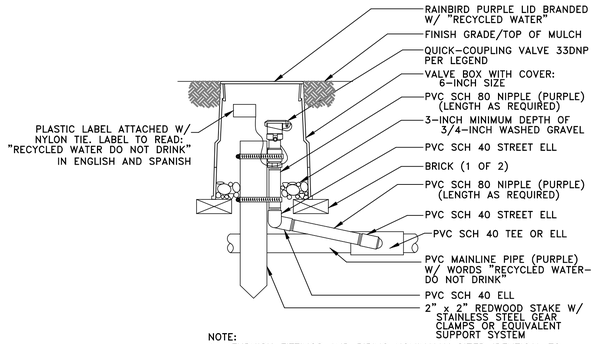



1. IRRITROL ELECTRIC CONTROL VALVE
2. FINISH GRADE
3. VALVE BOX WITH RAINBIRD PURPLE LID BRANDED W/ "RECYCLED WATER" (HEIGHT ABOVE GRADE AS REQUIRED)
4. PVC MALE ADAPTER
5. WATERPROOF WIRE CONNECTORS
6. PVC LATERAL(PURPLE) LINE W/ WORDS "RECYCLED WATER-DO NOT DRINK". ANGLE TO PROPER DEPTH WITH 450 ELLS
7. COMMON RED BRICK (4 REQUIRED)
8. PEA GRAVEL-12" DEEP
9. PVC SCHEDULE 80 NIPPLE (6" LONG)
10. PVC SCHEDULE 40 S X T ELL
11. PVC SCHEDULE 80 PIPE(PURPLE) W/ WORDS "RECYCLED WATER DO NOT DRINK"
12. COMMON AND CONTROL WIRES TO CONTROLLER LOCATION
13. PRESSURE MAIN LINE PIPING(PURPLE) W/ WORDS "RECYCLED WATER DO NOT DRINK" WITH MAIN LINE FITTING (DEPTH AS REQUIRED)
14. PLASTIC LABEL ATTACHED W/ NYLON TIE. LABEL TO READ: "RECYCLED WATER DO NOT DRINK" IN ENGLISH AND SPANISH

NOTE: REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION AND ADJUSTMENT INFORMATION.

## I REMOTE CONTROL VALVE

N.T.S




NOTE:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

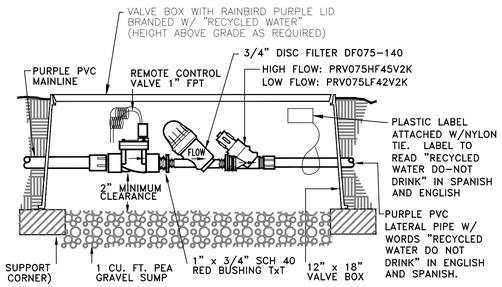
## E QUICK COUPLING VALVE

N.T.S

## IRRIGATION LEGEND

| SYMBOL | MFG | MODEL/ DESCRIPTION | PATN. | GPM | PSI | RAD | DET |
|---|---|---|---|---|---|---|---|
| | RAINBIRD | 4. VAN 1806 SERIES 6" POP-UP(NP PURPLE COVER) | VARIES | .29-.90 | 30 | 4' | A |
| | RAINBIRD | 6. SERIES 1806 6" POP-UP(NP PURPLE COVER) | VARIES | .37-1.20 | 30 | 6' | A |
| | RAINBIRD | 8 VAN 1806, 6" POP-UP, VAR. ARC(NP PURPLE COVER) | VARIES | .72-1.70 | 30 | 8' | A |
| 1 | HUNTER | PROS-06-PRS40-CV-MP200090 6" RISER (USE PURPLE BODY CAP) | 90-210 | 0.74 | 40 | 19' | A |
| 2 | HUNTER | PROS-06-PRS40-CV-MP2000360 6" RISER (USE PURPLE BODY CAP) | 360 | 1.47 | 40 | 19' | A |
| 3 | HUNTER | PROS-06-PRS40-CV-MP3000360 6" RISER (USE PURPLE BODY CAP) | 360 | 2.88 | 25 | 22' | A |
| | NETAFIM | FLUSH VALVE IN 6" PURPLE VALVE BOX MODEL # TL050MFV-1 | | | | | C |
| | RAINBIRD | 3/4" QUICK COUPLER 33-DNP (PURPLE COVER) | | | | | E |
| | ANY APPROVED | PVC SCHEDULE 40 SLEEVING (PURPLE LINE) (AT LEAST TWICE LINE SIZE) | | | | | G |
| | ANY APPROVED | PVC SCHEDULE 40 LATERAL LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| | ANY APPROVED | PVC SCHEDULE 40 MAIN LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| DRIP IRRIGATION | NETAFIM | TECHLINE CV, TLRW6-12 (RECLAIMED WATER) LINES LAYOUT @ 18" O.C. | 0.60 GPH | 40 | | | H |
| | IRRITROL | 700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN (PURPLE BOX) | | | | | I |
| | NETAFIM | CONTROL ZONE LVCZ58010075-HF, FLOW RATE 3.5-17.6 GPM (PURPLE BOX) | | | | | J |
| | NIBCO | BALL VALVE-LINE SIZE (PURPLE BOX) | | | | | K |

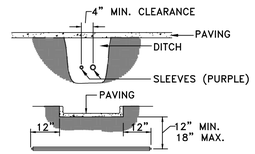
| VALVE NUMBER | GPM |
|---|---|
| VALVE SIZE | |




## J HIGH/ LOW FLOW CONTROL ZONE ASSEMBLY

HIGH=4.5 - 17.6 GPM OR LOW= 0.25 - 4.4 GPM

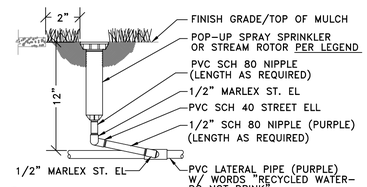
N.T.S




NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCH 40 PIPE. PURPLE COLOR
2. SLEEVES TO BE AT LEAST TWICE THE LINE SIZE.
3. MECHANICALLY TAMP TO 95% COMPACTION.

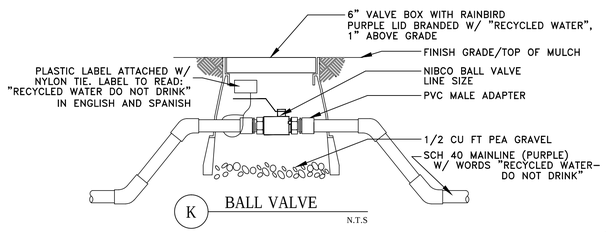
## G SLEEVES

N.T.S



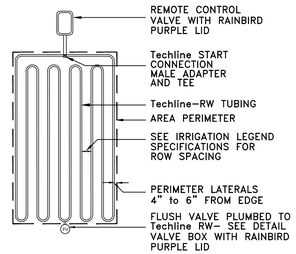

## A POP-UP DETAIL

N.T.S



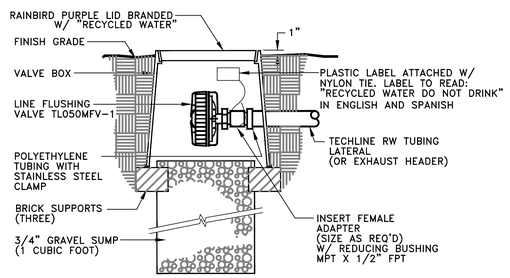

## K BALL VALVE

N.T.S




## H TECHLINE RW END FEED LAYOUT

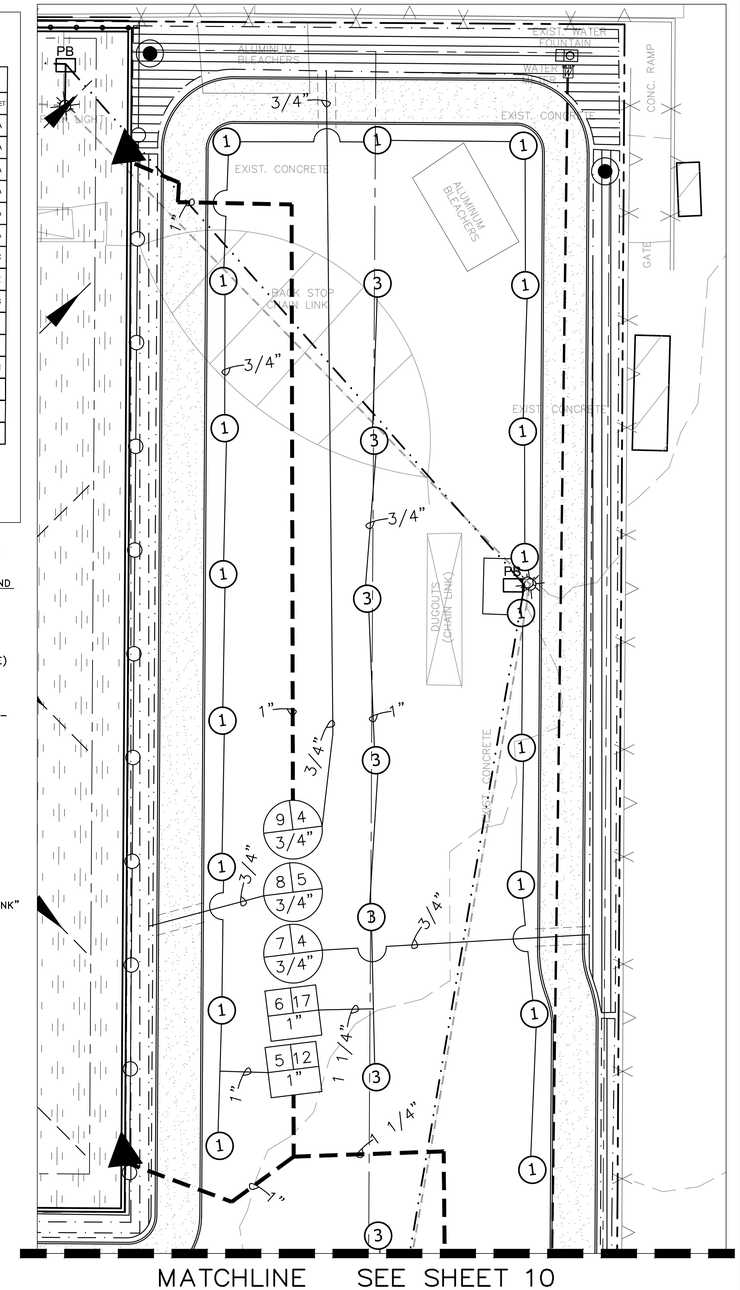
N.T.S




## C Techline LINE FLUSHING VALVE

(PLUMBED TO POLY)

N.T.S




10 5 0 10 20
1"=10' GRAPHIC SCALE

## IRRIGATION SCHEDULES FOR TIMER

DRIP IRRIGATION - SHRUB AREAS

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Maximum Minutes per start time | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 |
| Start times per week | 2 | 2 | 3 | 4 | 4 | 5 | 6 | 6 | 4 | 3 | 2 | 2 |
| Total minutes per week | 88 | 88 | 132 | 176 | 176 | 220 | 264 | 264 | 176 | 132 | 88 | 88 |

POP-UP SPRAY - LAWN AREAS

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Maximum Minutes per start time | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Start times per week | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8 | 6 | 4 | 3 | 2 |
| Total minutes per week | 12 | 18 | 24 | 30 | 36 | 42 | 48 | 48 | 36 | 24 | 18 | 12 |

MP ROTOR - LAWN AREAS

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Maximum Minutes per start time | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| Start times per week | 2 | 2 | 3 | 3 | 4 | 5 | 5 | 5 | 4 | 3 | 2 | 2 |
| Total minutes per week | 36 | 36 | 54 | 54 | 72 | 90 | 90 | 90 | 72 | 54 | 36 | 36 |

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

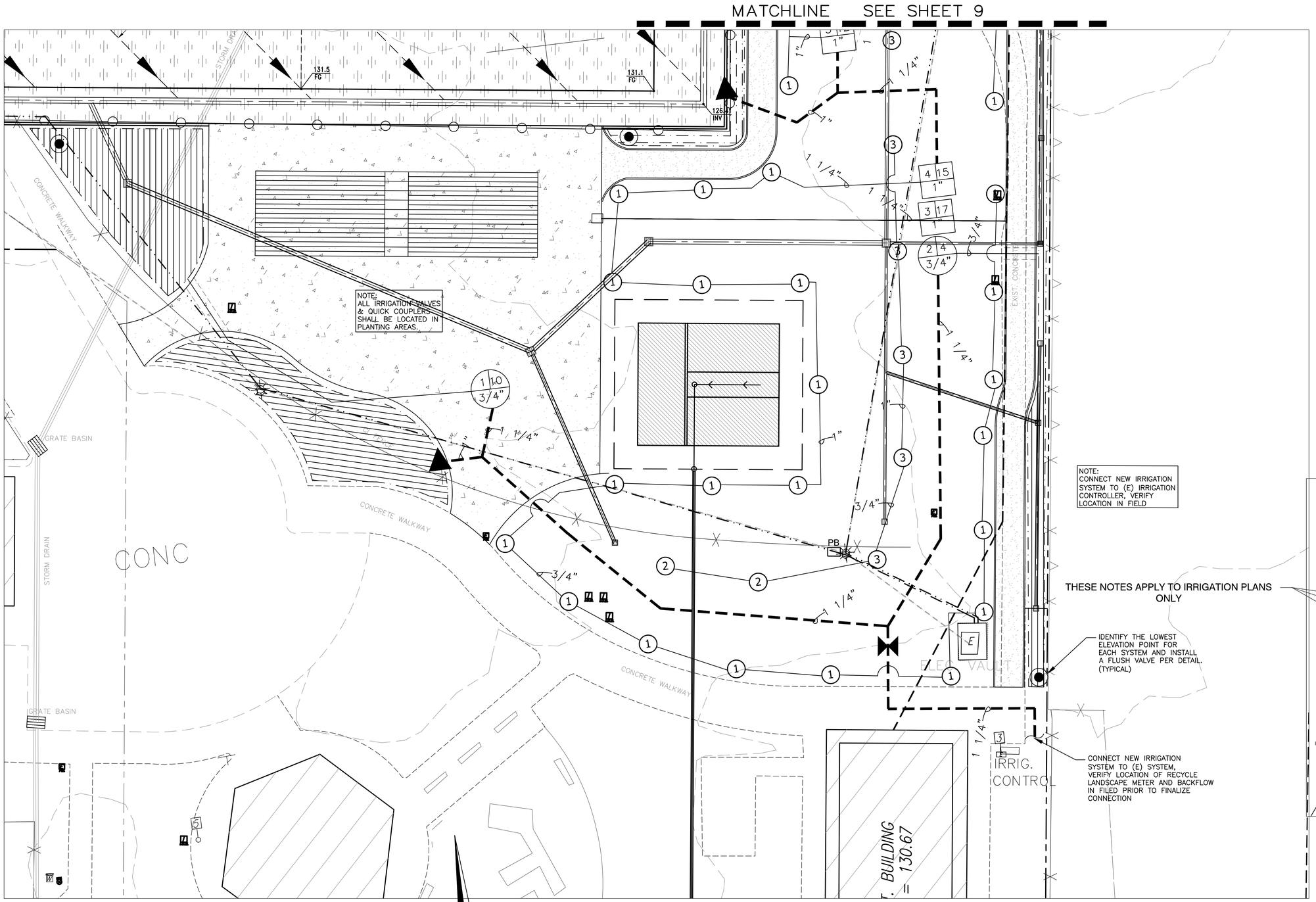
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

SHEET 9 | CITY OF CUDAHY | 13 SHEETS

IRRIGATION PLAN - 1
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**ATTACHMENT A**




## IRRIGATION LEGEND

| SYMBOL | MFG | MODEL/ DESCRIPTION | PATN. | GPM | PSI | RAD | DET |
|---|---|---|---|---|---|---|---|
| | RAINBIRD | 4 VAN 1806 SERIES 6" POP-UP(NP PURPLE COVER) | VARIES | 29-.90 | 30 | 4' | A |
| | RAINBIRD | 6 SERIES 1806 6" POP-UP(NP PURPLE COVER) | VARIES | .32-1.20 | 30 | 6' | A |
| | RAINBIRD | 8 VAN 1806, 6" POP-UP, VAR. ARC(NP PURPLE COVER) | VARIES | .72-1.70 | 30 | 8' | A |
| 1 | HUNTER | PROS-06-PRS40-CV-MP200090 6" RISER (USE PURPLE BODY CAP) | 90-210 | 0.74 | 40 | 19' | A |
| 2 | HUNTER | PROS-06-PRS40-CV-MP2000360 6" RISER (USE PURPLE BODY CAP) | 360 | 1.47 | 40 | 19' | A |
| 3 | HUNTER | PROS-06-PRS40-CV-MP3000360 6" RISER (USE PURPLE BODY CAP) | 360 | 2.88 | 25 | 22' | A |
| | NETAFIM | FLUSH VALVE IN 6" PURPLE VALVE BOX MODEL # TL050MPV-1 | | | | | C |
| | RAINBIRD | 3/4" QUICK COUPLER 33-DNP (PURPLE COVER) | | | | | E |
| | ANY APPROVED | PVC SCHEDULE 40 SLEEVING (PURPLE LINE) (AT LEAST TWICE LINE SIZE) | | | | | G |
| | ANY APPROVED | PVC SCHEDULE 40 LATERAL LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| | ANY APPROVED | PVC SCHEDULE 40 MAIN LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| DRIP IRRIGATION | NETAFIM | TECHLINE CV, TLRWS-12 (RECLAIMED WATER) LINES LAYOUT @ 18" O.C. | 0.60 GPH | 40 | | | H |
| | IRRITROL | 700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN (PURPLE BOX) | | | | | I |
| | NETAFIM | CONTROL ZONE LVCZS80100075-HF, FLOW RATE 3.5-17.6 GPM (PURPLE BOX) | | | | | J |
| | NIBCO | BALL VALVE-LINE SIZE (PURPLE BOX) | | | | | K |

| VALVE NUMBER | GPM |
|---|---|
| VALVE SIZE | |

NOTE: SEE SHEET - 9 FOR IRRIGATION DETAILS

10 5 0 10 20
1"=10' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

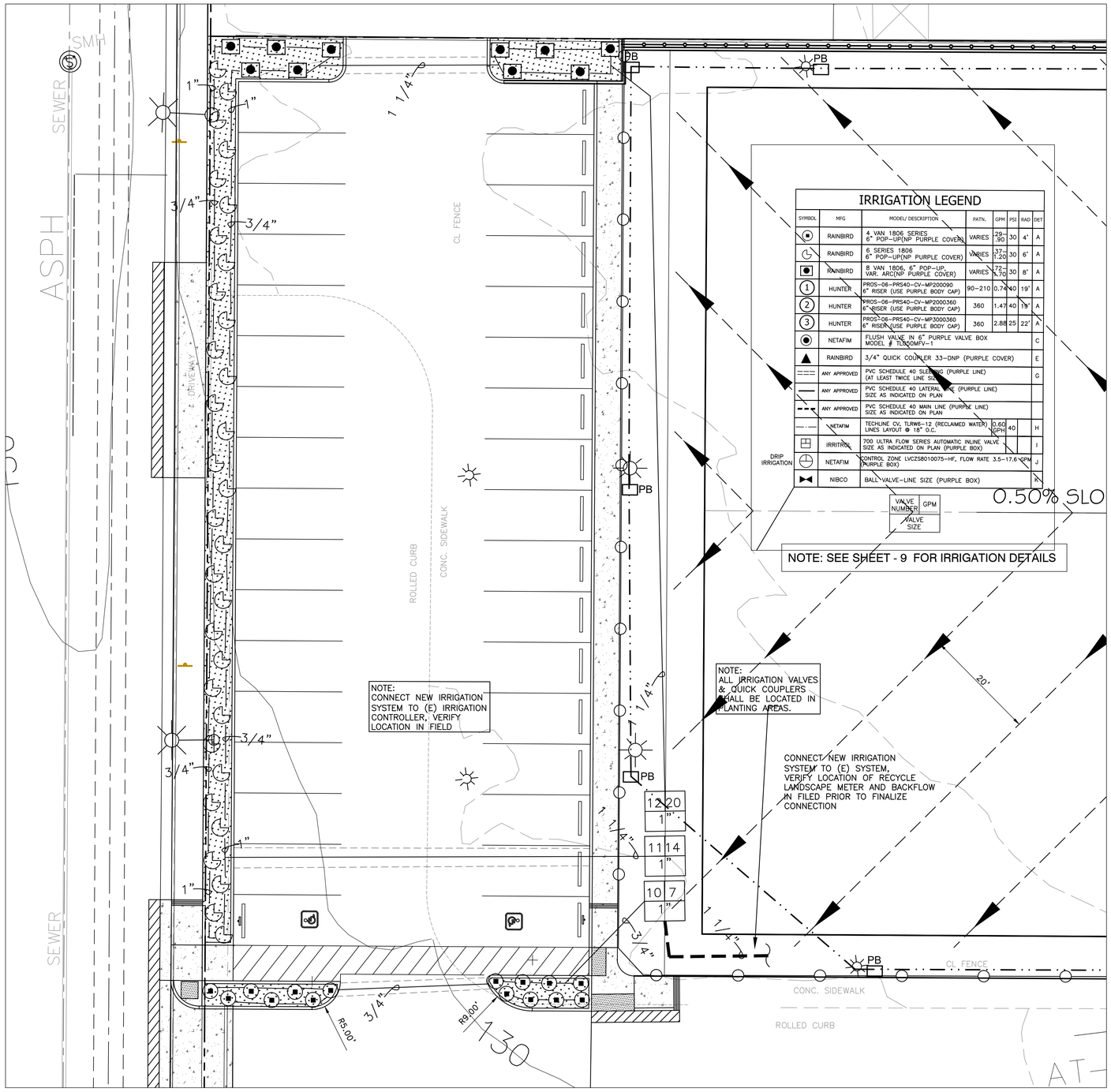
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

APPROVED _____ DATE _____

| SHEET 10 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

IRRIGATION PLAN - 2
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

**ATTACHMENT A**




## IRRIGATION LEGEND

| SYMBOL | MFG | MODEL/ DESCRIPTION | PATN. | GPM | PSI | RAD | DET |
|---|---|---|---|---|---|---|---|
| | RAINBIRD | 4 VAN 1806 SERIES 6" POP-UP(NP PURPLE COVER) | VARIES | .29-.90 | 30 | 4' | A |
| | RAINBIRD | 6 SERIES 1806 6" POP-UP(NP PURPLE COVER) | VARIES | .37-1.20 | 30 | 6' | A |
| | RAINBIRD | 8 VAN 1806, 6" POP-UP, VAR. ARC(NP PURPLE COVER) | VARIES | .72-2.70 | 30 | 8' | A |
| 1 | HUNTER | PROS-06-PRS40-CV-MP200090 6" RISER (USE PURPLE BODY CAP) | 90-210 | 0.74 | 40 | 19' | A |
| 2 | HUNTER | PROS-06-PRS40-CV-MP2000360 6" RISER (USE PURPLE BODY CAP) | 360 | 1.47 | 40 | 19' | A |
| 3 | HUNTER | PROS-06-PRS40-CV-MP3000360 6" RISER (USE PURPLE BODY CAP) | 360 | 2.88 | 25 | 22' | A |
| | NETAFIM | FLUSH VALVE IN 6" PURPLE VALVE BOX MODEL # TLSSOMFV-1 | | | | | C |
| | RAINBIRD | 3/4" QUICK COUPLER 33-DNP (PURPLE COVER) | | | | | E |
| | ANY APPROVED | PVC SCHEDULE 40 SLEEVING (PURPLE LINE) (AT LEAST TWICE LINE SIZE) | | | | | G |
| | ANY APPROVED | PVC SCHEDULE 40 LATERAL LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| | ANY APPROVED | PVC SCHEDULE 40 MAIN LINE (PURPLE LINE) SIZE AS INDICATED ON PLAN | | | | | |
| DRIP IRRIGATION | NETAFIM | TECHLINE CV, TLRW6-12 (RECLAIMED WATER) LINES LAYOUT @ 18" O.C. | | 0.60 GPH | 40 | | H |
| | IRRITROL | 700 ULTRA FLOW SERIES AUTOMATIC INLINE VALVE SIZE AS INDICATED ON PLAN (PURPLE BOX) | | | | | I |
| | NETAFIM | CONTROL ZONE LVCZS8010075-HF, FLOW RATE 3.5-17.6 GPM (PURPLE BOX) | | | | | J |
| | NIBCO | BALL VALVE-LINE SIZE (PURPLE BOX) | | | | | K |

| VALVE NUMBER | GPM |
|---|---|
| VALVE SIZE | |

NOTE: SEE SHEET - 9 FOR IRRIGATION DETAILS

# GENERAL IRRIGATION NOTES

1. It is the responsibility of the irrigation Contractor to familiarize himself with all grade differences, location of wall, retaining walls, structures and utilities. The Contractor shall repair or replace, at no additional cost to the owner, all items damaged by his work. The Contractor shall coordinate his work with other contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc.
2. The Contractor shall not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences, or differences in the area dimension exist that might not have been addressed in the design of the irrigation system. Such obstructions or differences shall be brought to the attention of the Owner's authorized representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any necessary alterations to the work.
3. The Contractor shall obtain, coordinate, and pay for any and all inspections as required.
4. The Contractor shall be responsible and liable for any encroachment into adjacent property, R.O.W.'s easements setbacks or any other legal property restrictions either marked or unmarked.
5. The irrigation system design is based on a minimum operation pressure of 45 PSI and a maximum flow demand of 17.0 GPM. The Contractor shall verify water pressure prior to construction. Report any difference between the water pressure indicated on the drawings and the actual pressure reading at the irrigation point of connection to the Civil Engineer.
6. This design is diagrammatic. All piping, valves, etc., shown within paved areas is for design clarification only and shall be installed in planting areas wherever possible. The Contractor shall locate all valves in shrub or groundcover areas.
7. Trenching within the dripline of large existing trees shall be performed by hand, and with extreme care not to sever roots 1-1/2" in diameter and larger. Where roots 1-1/2" in diameter and larger are encountered, the Contractor shall tunnel under said roots. Exposed roots that have been tunneled under shall be wrapped in wet burlap and kept moist while the trench is open.
8. All Main line piping, lateral line piping, and control wires under paving shall be installed in Schedule 40 PVC sleeves at a minimum depth of 18". Sleeves shall be installed before paving is in place. All sleeve sized shall be a minimum of twice the diameter of the pipe to be sleeved. Control wire sleeves shall be of sufficient size for the required number of wires under paving.
9. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.
10. All sprinkler heads shall be set perpendicular to finish grade unless otherwise specified. Install all heads with double swing joints as per detail. All heads adjacent to parking lots, walks, roads, or other paved areas shall be installed with pop-up bodies.
11. The Contractor shall flush and adjust all sprinkler heads, drip tubing, and valves for optimum coverage with minimal misting and/or over spray onto walks, streets, walls, etc. Substitution of nozzle pattern or radius as required to achieve optimum coverage is responsibility of contractor.
12. All irrigation equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
13. Drip tubing shall be installed in parallel rows (wherever possible) 18" apart on top the finish grade (unless stated otherwise on plan OR irrigation legend) and covered with 3" of specify groundcover material- see planting plan. Emitter spacing of adjacent rows staggered. Tubing shall be firmly staked in place with U-staples at 5' on center (24" on center around tight curves). In steeply sloped areas, install tubing rows perpendicular to the direction of the slope. Install flush valves at the circuit's major low points (verify in field). Install flush valves in 6" valve boxes. Drip irrigation tubing shall be connected to Schedule 40 PVC supply line and exhaust manifolds where indicated on the plans.
14. All remote control valves, gate valves, flush valves, and pressure relief valves shall be installed in suitable valve boxes as shown in details, complete with locking covers. All shall be Carson, Amtec, or approved equal, and shall be marked "G.V." for gate valves, "R.C.V." for remote control valves, etc. Provide expansion coils at each wire connection in valve box as per details.
15. Pressure test Mainline at 150 PSI per three(3) hours constant.

10 5 0 10 20
1"=10' GRAPHIC SCALE

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

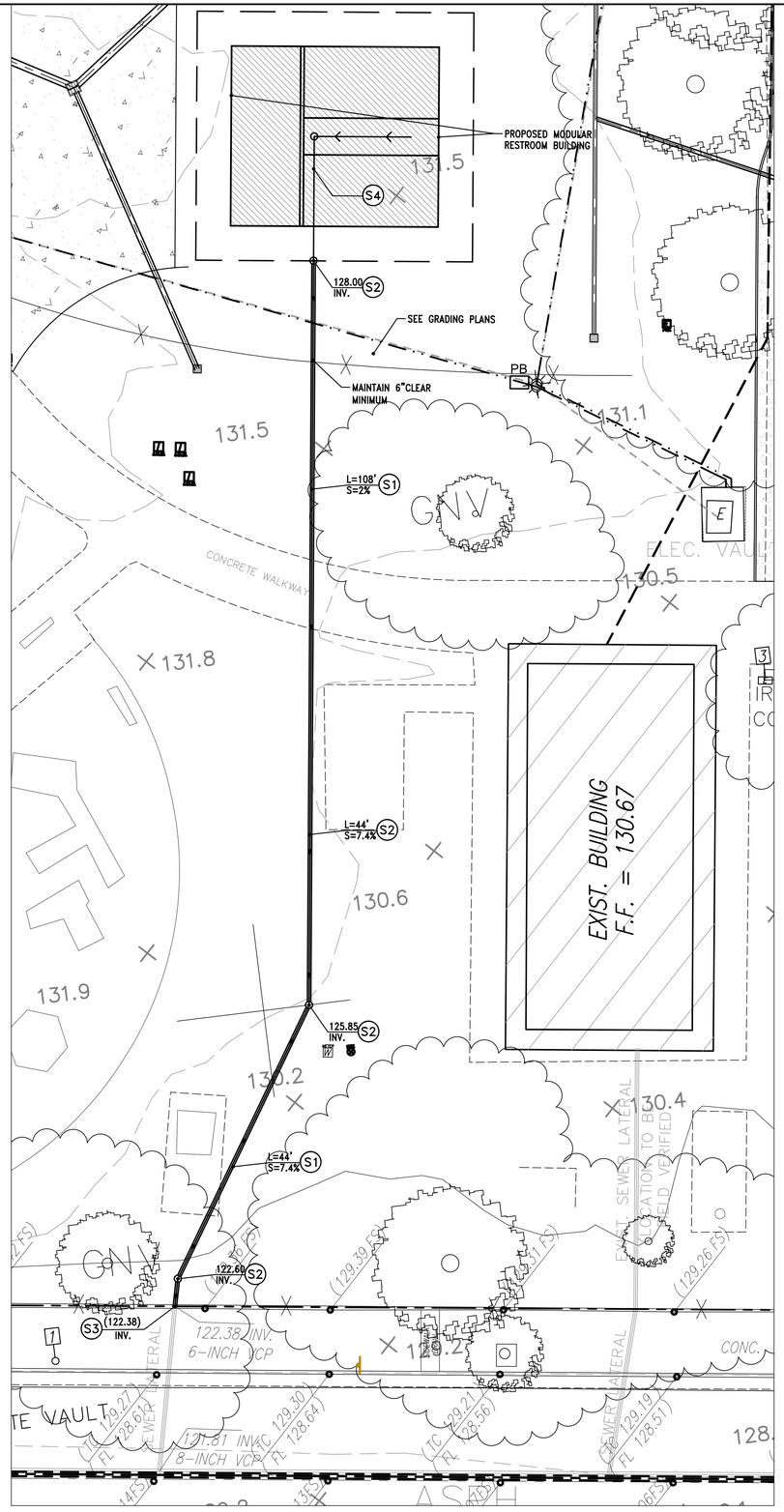
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

SHEET 11 | CITY OF CUDAHY | 13 SHEETS

IRRIGATION PLAN - 3
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**ATTACHMENT A**



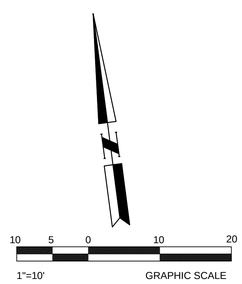

## SEWER NOTES

S1 INSTALL 6-INCH PVC SEWER LINE WITH TRENCHING PER MANUFACTURER'S SPECIFICATIONS.

S2 CONSTRUCT 6" PVC SEWER CLEANOUT PER SPPWC STD. PLAN 204-2.

S3 INSTALL SEWER COUPLING AND CONNECT PVC TO VCP PIPE.

S4 SEWER PIPE FOR MODULAR RESTROOM BUILDING, INCLUDING FITTINGS, PIPE LINE, VENTS, CLEANOUTS, ETC. PER MANUFACTURER SPECIFICATIONS AND DRAWINGS.




GLOBAL globalindustrial.com a Systemax company

Halsey Taylor Endura™ Steel Pedestal ADA Outdoor Drinking Fountain

Availability: Usually ships in 7 to 10 days
Item #: TIF8442691
List Price: $2,042.00 Save: up to 33%
Price: $1,835.00

**Product Information**

**Halsey Taylor Endura™ Steel Pedestal ADA Outdoor Drinking Fountain**
4710 PEDESTAL FTN

Pedestal, Endura™ steel fountain with textured powder coat finish and E-Coat immersion for year-round beauty with minimum maintenance. The E-Coat immersion process coats the outside and inside of the fountain for the ultimate in corrosion protection. Contour formed stainless steel basin with rounded corners and edges reduces splatter, insures proper drainage and prevents standing waste water. Designed to be easily accessible to both physically challenged and able-bodied individuals. Ideally suited for installation in public areas. Model meets state and federal requirements as defined by the Americans with Disabilities Act.

**Bubbler**
Exclusive one-piece, vandal-resistant, chrome plated two-stream mound-building bubbler with non-removable anti-squirt feature and integral hood insures a satisfying drink of water.

**Pushbutton Actuation Mechanism**
Self-closing, vandal-resistant pushbutton does not require grasping or twisting.

**Automatic Stream Height Regulator**
Self-closing assembly is located inside unit to prevent tampering. Unit resists corrosion and liming. A constant stream height is automatically maintained under line pressures that vary from 20 to 185 psi.

**Inlet Strainer**
Easily cleaned in-line strainer screen traps particles of 140 microns or larger before they enter the waterway.

**Water Inlet**
3/8 O.D. Tubing

**Drain Outlet**
1-1/4 tube outlet for 1-1/4 slip joint connection.

**Access Panel**
Manufactured of heavy-gauge steel with vandal-resistant screws. Provides access for easy hook-up of all plumbing connections.

**Product Specifications**

| | |
|---|---|
| COOLER/FOUNTAIN ACTIVATION | Pushbutton |
| ADA CERTIFIED | Yes |
| ANSI CERTIFIED | Yes |
| BRAND | Halsey Taylor |
| BUBBLER | Double Bubbler™ |
| CHILD ADA CERTIFIED | No |
| COLOR FINISH | Evergreen |
| CONSTRUCTION | Stainless Steel |
| DEPTH INCHES | 26 |
| FILTER | No |
| FREEZE/FROST RESISTANT | No |
| HEIGHT INCHES | 34 |
| INSTALLATION TYPE | Floor |
| MANUFACTURERS PART NUMBER | 4710 PEDESTAL FTN |
| MODEL # | 4710 PEDESTAL FTN |
| NSF CERTIFIED | Yes |
| NUMBER OF STATIONS | 1 |
| OUTLET | 1-1/4 |
| REFRIGERATED | No |
| SHAPE | Square |
| STEEL GAUGE | -- |
| STYLE | Endura |
| TYPE | Pedestal Barrier Free |
| VANDAL RESISTANT BUBBLER | Yes |
| WATER SUPPLY INCHES | 3/8 |
| WEIGHT LBS | 84 |
| WIDTH INCHES | 14 |
| FOR OUTDOOR USE | Yes |

General Sales

For product information or to place an order, please contact us at sales@globalindustrial.com, or 1-888-978-7759.

Customer Support

For assistance regarding an order already placed or received, please contact us at 1-888-828-3466 or service@globalindustrial.com.
For information on an outstanding invoice, please email our Accounts Receivable Department at AR@globalindustrial.com.
For Returns/Exchanges to:
Global Industrial
PO Box 905713
Charlotte, NC 28290-5713

Web Site Assistance

If you need assistance with our site, from registration and ordering to shopping cart management and checkout, please contact our Web Support team at 1-888-381-2861 or service@globalindustrial.com.

Government & Education Sales

Global Industrial has dedicated significant resources to ensure that educational and governmental institutions have total access to our wide range of office and industrial equipment. You will find highly competitive prices at Global - designed to earn your business and meet your budget conscious needs.

For more information about Education Sales, please call 1-888-978-7759 or email educationsales@globalindustrial.com.

For more information about Government Sales, please call 1-800-806-5984 or email governmentsales@globalindustrial.com.

International Customers

Ordering is available to residents of the US, US territories and customers with APO/FPO addresses. For information or to place an order, please call 1-888-277-5995.

Mailing Addresses

You can contact us by mail at the following addresses:
Global Industrial
1000 Lakeville Parke Drive
Port Washington, NY 11050

Global Industrial
2505 Mill Center Parkway
Suite 100
Buford, GA 30518-3700

## WATER FOUNTAIN DETAILS OR APPROVED EQUAL

Underground Service Alert
CALL BEFORE YOU DIG
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

Agapito B. Fernández

AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15
LIC. EXP. 6/30/17 DATE

BENCH MARK:

TBD

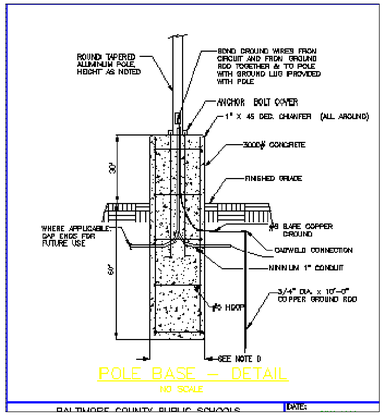
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 12 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

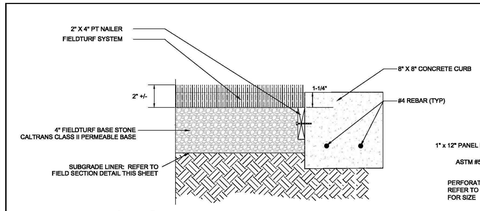
SEWER PLAN
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

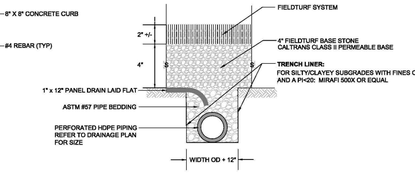
**ATTACHMENT A**



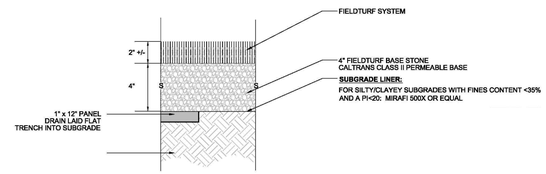

DETAIL "A"
PARKING LIGHT FOUNDATION




SYNTHETIC TURF EDGE DETAIL
SCALE: NTS




TYPICAL FIELDTURF TRENCH SECTION
SCALE: NTS




TYPICAL FIELD SECTION
SCALE: NTS

| SCALE: |
|---|
| NTS |
| Job No. |
| Plot Date 7-6-15 |
| Drawn by FAB |
| Proj. Engr. |
| Appr. by CCC |

FieldTurf
A Tarkett Sports Company

PROJECT:
CA. PERMEABLE BASE STANDARD DETAILS

SOUTHERN CALIFORNIA
DETAIL:
FIELD, HEADER, & CURB

www.fieldturf.com

FOR GENERAL REFERENCE ONLY. ACTUAL DESIGN SECTIONS SHALL BE PREPARED BY THE ENGINEER OF RECORD.
THE STONE SECTION SHOWN ABOVE IS FOR DRAINAGE PURPOSES ONLY, AND SHALL NOT BE RELIED UPON TO PROVIDE STABILITY TO SUBSOILS REQUIRING STABILIZATION.

## Bleacher Specifications

Non-Elevated Aluminum Angle Frame

Tomark Sports #K12094

**SECTION 13125**

**NON-ELEVATED ALUMINUM ANGLE FRAME BLEACHERS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**
A. Design and fabrication of Non-Elevated angle frame bleachers

**1.02 QUALITY ASSURANCE**
A. Tomark Sports
P.O. Box 1088, Corona, CA 92878
B. Manufacturer Qualifications: Manufacturer must have a minimum of ten years experience in the design and manufacture of bleachers.
C. Welders must conform to AWS standards.
D. Source Quality Control: Mill Test Certification.
E. Codes and Standards: 2006 International Building Code / ICC 300.

**1.03 WARRANTY**
A. Warranty shall guarantee bleachers to be free from defect in materials and workmanship for a period of 1 year under normal use. Warranty period shall begin on date of completion for projects installed by manufacturer, or its subcontractors, **OR** warranty period shall begin on date of final delivery on projects installed by others.
B. Anodized finish of plank extrusions shall be covered by a **5 year** warranty against loss of structural strength or finish deterioration due to exposure to weather conditions or UV rays. Discoloration of mill finish aluminum due to galvanic reaction not covered.

**1.04 PRODUCT LIABILITY INSURANCE**
A. Product liability insurance is carried for the life of the product in the amount of $ 2,000,000.

**1.05 ENGINEERING**
A. Engineering certifications and calculations by a Registered Professional Engineer will be provided upon request.

**PART 2 – PRODUCTS**

**2.01 ACCEPTABLE Product**
A. K12094

**2.02 DESIGN**
A. Applicable Codes:
INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION / ICC 300
Except aisle and handicapped requirements
B. Design Loads:
1. Live Loads: Uniform loading - Structure = 100 psf
Uniform loading - Seat and Foot plank = 120 plf
2. Sway Loads: Perpendicular to seats = 10 plf
Parallel to seats = 24 plf
3. Guardrail Loads: Uniform vertical load = 100 plf
Uniform horizontal load = 50 plf
Concentrated horizontal load = 200 pounds
4. *Wind Loads: Basic design wind speed = 150 mph (exposure "B")

***Note: Bleacher must be anchored to meet wind loads above**

**2.03 NON-ELEVATED ANGLE FRAME BLEACHERS**
A. Quantity and Size: Shall consist of 4 unit(s) 10 rows high x 27 long
Net seating capacity per unit 180 (excluding aisles, based on 18" per seat).
B. Framework: Prefabricated aluminum angle spaced at 6' - 0" intervals joined by means of aluminum angle cross bracing.
C. Shop connections. Welded to meet AWS standards and local code requirements

TOMARK SPORTS
P.O. Box 1088
Corona, CA 92878
Tel 1-800-959-1844
Fax 1-800-986-6275



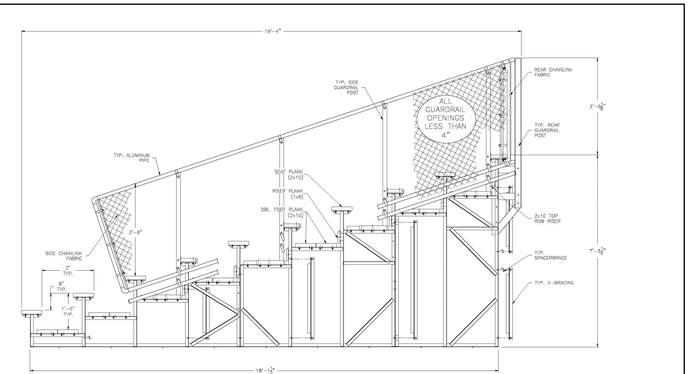
D. Joint Sleeve Assembly: Internal splices, where required shall be two per joint, and shall penetrate the joint a minimum of 8" in each direction and be riveted at one end only to allow for contraction and expansion.
E. Rise and Depth Dimensions: 8" vertical rise and 24" tread depth, Seat height is 17" above its respective tread.
F. Seats: Nominal 2" x 10" anodized aluminum with anodized end caps.
G. Treads: Nominal two (2) 2" x 10" mill finish aluminum with anodized end caps on rows 2 & up.
H. Risers: Nominal two (2) 1" x 6" mill finish aluminum with mill finish end caps on top row.
Nominal 1" x 6" mill finish aluminum with mill finish end caps on rows 4 & up.
I. Guardrail: Rails shall be anodized aluminum tube with end plugs and elbows where required.
All Rails shall be secured to angle supports with galvanized fasteners. Top rails at sides, rear and front shall be 42" above the leading edge of seat or walking surfaces. Rear rail support members shall be aluminum channel, side and front rail support is shall be aluminum angle.
1. Chainlink System: Fencing shall consist of 9 gauge, 2" mesh galvanized chainlink fabric, heavy duty tension bands, tension bars, brace bands, combo rail endcaps, and wire ties.

**2.04 MATERIALS / FINISHES**
A. Framework:
1. Aluminum: Structural fabrication with aluminum alloy 6061-T6 mill finish. Each frame shall be unit-welded, using metal inert gas method, under guidelines by the American Welding Society. After fabrication all steel is hot dipped galvanized to ASTM A-123 specifications.
All crossbracing and horizontal bracing shall be aluminum angle 6061-T6 mill finish.
B. Extruded Aluminum:
1. Seat planks: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II
With a wall thickness nominally .078" for impact and deformation resistance.
2. Tread and Riser Planks: Aluminum alloy 6063-T6, mill finish. With a wall thickness nominally .078" for impact and deformation resistance.
3. Guardrail Pipe: 1-5/8 OD schedule 40 aluminum alloy 6105-T5, clear anodized 204R1, AA-M10C22A31, Class II.
C. Accessories.
1. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1,AA-M10C22A31,Class II.
2. Hardware: Bolts and Nuts shall be hot dipped galvanized.
3. Hold Down Clip Assembly: Aluminum alloy 6063-T6 mill finish.
4. Joint Sleeve Assembly: Aluminum alloy 6061-T6, mill finish.

**PART 3 – EXECUTION**

**3.01 INSTALLATION**
A. Install bleacher unit in accordance with manufacturer written instructions and shop drawings.

**Note: Building codes may vary from site to site. The customer is responsible for verification of local code requirements.**




*NOTE: ILLUSTRATION SHOWN WITH DOUBLE FOOT PLANK, 1x6 RISER (ROWS 4-9), 2x10 RISER (ROW 10), & CHAINLINK GUARDRAIL. PLEASE REFER TO ATTACHED SPECIFICATIONS FOR FEATURES INCLUDED WITH YOUR SPECIFIC BLEACHER.*

| #K12094 | TOMARK SPORTS 800-959-1844 Fax 800-986-6275 | | |
|---|---|---|---|
| | SCALE: N.T.S. | APPROVED BY: | DRAWN BY: JLB |
| | DATE: 9/22/04 | | |
| | TITLE: 10 ROW NON-ELEVATED BLEACHER SUBMITTAL (PRF) | | |
| | CUSTOMER: | | DRAWING NUMBER: SUB-N10-0007 |

TOMARK SPORTS
P.O. Box 1088
Corona, CA 92878
Tel 1-800-959-1844
Fax 1-800-986-6275

DETAIL "B"
TOMARK BLEACHERS

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
AGAPITO FERNANDEZ
EXP. 06/30/17
NO. C56546
CIVIL
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:
Agapito B. Fernández
AGAPITO B. FERNANDEZ, R.C.E. 56546. 8/28/15 DATE
LIC. EXP. 6/30/17

BENCH MARK:
TBD

TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595-8599

| SHEET 13 | CITY OF CUDAHY | 13 SHEETS |
|---|---|---|

DETAILS
LUGO PARK IMPROVEMENTS
CDBG PROJECT NO.:
601694-13 (Lugo Park Restroom Rehabilitation)
601694-14 (Lugo Park Soccer Field Renovation)

APPROVED _____ DATE _____

**Item Number**
**11E**

# STAFF REPORT

**Date:** September 28, 2015

**To:** Honorable Mayor/Chair and City Council/Agency Members

**From:** Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Acting Community Development Director

**Subject:** **Discussion of City Council Appointments to the General Plan Advisory Committee (GPAC)**

## RECOMMENDATION

The City Council is requested to consider appointment of up to three appointments each to the General Plan Advisory Committee (GPAC).

## BACKGROUND

1. On October 17, 2014, the City Council approved the Fiscal Year (FY) 2014 - 2015 Budget which included a total of $150,000 to commence the General Plan Update.

2. On June 29, 2015, the City Council approved the 2015 - 2016 City Budget which included a total of $400,000 to commence the General Plan Update.

3. On August 10, 2015, the City Council awarded a Professional Services Agreement to MIG in an amount not to exceed $488,088 ($379,368 for the preparation of the Cudahy General Plan Update and $108,720 for the preparation of the optional Development Code Update).

4. On September 23, 2015, City staff and the MIG project team met for the General Plan Update kick-off meeting, and identified next steps, which includes the Council appointment of a GPAC.

## ANALYSIS

As part of the City's 2015 - 2016 Cudahy General Plan Update, City staff and the MIG project team met to kick-off the project, exchange data and information, finalize protocols and communications, discuss the stakeholder process, and outline overall expectations and desired project outcomes. Additionally, the project team toured the City highlighting individual neighborhoods and community areas, key issues and opportunity sites as well as where land use changes may be considered in the near future. The focus of the tour was to view and understand the neighborhoods, districts, and opportunity areas. Following the meeting, the project team will prepare a detailed project schedule, identify stakeholders to be interviewed, and solidify the GPAC.

Central to the community engagement program of the General Plan Update will be the GPAC. The GPAC can be made up of 10 – 15 community stakeholders, including residents, business owners, and representatives from community organizations. Additionally, as suggested in the MIG proposal in response to the City's Professional Services request for proposals for the General Plan Update, a student representative from Bell High School (who is a Cudahy resident) would be a great addition to provide a youth perspective.

## CONCLUSION

The City Council is requested to individually consider up to three appointments to the GPAC, to be made at the next regularly scheduled City Council meeting on October 12, 2015.

## FINANCIAL IMPACT

None.

## ATTACHMENTS

None.