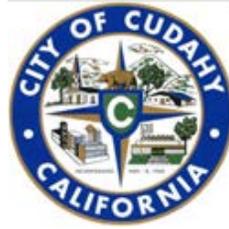


Cristian Markovich, Mayor
Christian Hernandez, Vice Mayor
Baru Sanchez, Council Member
Jack Guerrero, Council Member
Chris Garcia, Council Member



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

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, October 26, 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. PRESENTATIONS

- A. AYSO Program Development Update
- B. CBRE Capital Markets Update by Bradford McCarthy
- C. Certificates of Recognition to Schools and Outside Organizations Participating and Volunteering in the National Walk to School Day

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. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

- A. **Ad Hoc to Recommend Appointments to Various City Commissions Committee**
(Vice Mayor Hernandez and Council Member Sanchez) – *Formed August 24, 2015*
- B. **Ad Hoc Book Fair Committee**
(Mayor Markovich and Council Member Garcia)
- C. **Cudahy Youth Leadership Ad Hoc Committee** – *Reformed June 29, 2015*
(Mayor Markovich and Council Member Garcia)
- D. **Ad-Hoc Beautification Committee** – *Reformed June 29, 2015*
(Mayor Markovich and Council Member Sanchez)
- E. **Ad-Hoc Clara Park and Lugo Park Expansion Committee** – *Reformed June 29, 2015*
(Council Member Garcia and Mayor Markovich)

- F. **MOU Negotiation Ad Hoc Committee**
(Mayor Markovich and Council Member Sanchez)
- G. **Finance Sub-Committee (meets quarterly) – Formed October 21, 2014**
(Mayor Markovich and Council Member Sanchez)
- H. **Successor Agency Standing Committee – Reformed June 29, 2015**
(Mayor Markovich and Vice Mayor Hernandez)
- I. **Casino and Gaming Standing Committee – Reformed June 29, 2015**
(Vice Mayor Hernandez and Council Member Sanchez)
- J. **Farmers Market/Swap Meet Standing Committee – Reformed June 29, 2015**
(Council Members Garcia and Sanchez)
- K. **Contracts Standing Committee**
(Council Members Garcia and Guerrero)
- L. **Pension Reform Standing Committee – Reformed June 29, 2015**
(Council Member Guerrero and Mayor Markovich)

9. 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.

10. 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

Consideration of Successor Agency to Adopt a Proposed Resolution Approving a Professional Services Agreement with Andersen Environmental (Page 8)

Presented by Finance Director

Recommendation: The Successor Agency is requested to adopt the proposed resolution approving 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.

- B. Consideration to Adopt a Proposed Resolution Replacing and Superceding Resolution No. 14-84, Designating Holidays on which City Offices Shall Be Closed for Calendar Year 2016 (Page 85)

Presented by Acting Human Resources Specialist

Recommendation: The City Council is requested to adopt a proposed resolution replacing and superceding Resolution No. 14-84, designating holidays on which City offices shall be closed for calendar year 2016

- C. Consideration to Adopt Ordinance No. 653 by Second Reading, Amending Cudahy Municipal Code Chapter 20.28 Development Agreements of Title 20 Zoning (Page 93)

Presented by Acting Community Development Director

Recommendation: The City Council is requested to adopt Ordinance No. 653 by second reading, amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning

- D. Consideration to Co-Sponsor Tiger F.C., Inc., for the Use of Turner Hall on Friday, December 11, 2015, for Their Annual End-of-Year Team Dinner Event, and for the use of the Lugo Park Multipurpose Room on the Last Friday of Each Month for Their Committee Meetings (Page 113)

Presented by Acting Director of Community Services

Recommendation: The City Council is requested to approve a co-sponsorship with Tigers F.C., Inc., for the use of Turner Hall (4835 Clara Street) on Friday, December 11, 2015, for their annual end of the year dinner event, and for the use of Lugo Park Multipurpose room (7810 Otis Avenue) to hold their committee meetings on the last Friday of each month from 6:00 p.m. to 7:00 p.m. for the remainder of 2015 and for all of 2016.

- E. Consideration of First Amendment to Professional Services Agreement with Transtech Engineers, Inc. for Preparation of a Traffic Study for Casino Project (Page 124)

Presented by Acting Community Development Director

Recommendation: The City Council is requested to authorize the City Manager to execute on behalf of the City, the First Amendment to Professional Services Agreement (Master Agreement) with Transtech Engineers, Inc. to add preparation of a traffic study to their scope of services of the City's existing agreement with Transtech.

F. Establishment of a City Council Ad-Hoc Committee (Page 203)

Presented by City Manager

Recommendation: The City Council is requested to formalize the formation of the Nationwide Ad Hoc Committee and the appointment of Council Member Garcia and Council Member Sanchez to the Committee.

11. PUBLIC HEARING – None.

12. BUSINESS SESSION

A. Consideration to Review Cudahy Municipal Code (CMC) Chapter 3.16 Regarding the City's Purchasing System and Comparison with Other Cities (Page 204)

Presented by City Attorney and City Manager

Recommendation: That the City Council receive the presentation and consider providing direction to City staff for any further action.

B. City Council Appointments to the General Plan Advisory Committee (GPAC) (Page 211)

Presented by Acting Community Development Director

Recommendation: The City Council is requested to appoint up to three individuals to the General Plan Advisory Committee (GPAC) per Council Member

C. Consideration to Introduce a Proposed Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of the Cudahy Municipal Code Regarding Hours of Operation of City Offices and Adoption of a Proposed Urgency Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Municipal Code Regarding Hours of Operation of City Offices (Page 213)

Presented by Acting Human Resources Specialist

Recommendation:

- 1) The City Council is requested to introduce a proposed Ordinance amending Section 2.08.020 of Chapter 2.08 (City Offices) of the Cudahy Municipal Code regarding hours of operation of City offices; and
- 2) Adopt a proposed Urgency Ordinance amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code regarding hours of operation of City offices.

13. COUNCIL DISCUSSION

- A. Council Member Garcia
 - i. Renters Rights

- B. Council Member Sanchez
 - i. Incentives for Established Non-Profit Organizations in Cudahy
 - ii. Organization Structure Retreat

- C. Vice Mayor Hernandez
 - i. Discussion of the Young Mayor Program
 - ii. Discussion to bring forward a Resolution regarding Equal Wages for Gender Equality

14. ORAL COMMUNICATIONS (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

15. 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. 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

- D. Pursuant to Government Code section 54957(b)(1) – Public Employee Performance Evaluation

Employee Title: City Manager

RECONVENE TO OPEN SESSION

16. CLOSED SESSION ANNOUNCEMENT

17. PUBLIC COMMENT

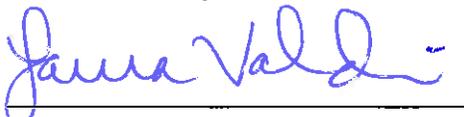
(Mayor: This is the time set aside for citizens to address the City Council / Agency **on matters under the City Council's jurisdiction**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards 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.)

18. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, November 9, 2015 at 6:30 p.m.

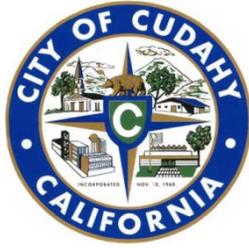
I Laura Valdivia, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the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

Dated this 22nd Day of October 2015



Laura Valdivia
Interim City Clerk

Blank Page



Item Number 10A

STAFF REPORT

Date: October 26, 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 Proposed Resolution Approving a Professional Services Agreement (PSA) with Andersen Environmental**

RECOMMENDATION

The Successor Agency is requested to adopt a proposed resolution approving the Professional Services Agreement (PSA) (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).

This is the PSA that the Successor Agency approved on September 28, 2015, with immaterial revisions the City Attorney negotiated with Andersen. This version has now been executed by Andersen.

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 is 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 State Controller's Office (SCO) issued a report entitled "Cudahy Redevelopment Agency Asset Transfer Review January 1, 2011, through January 31, 2012," which ordered the Cudahy Economic Development Corporation (EDC) to return certain assets that it had received from the Former Cudahy Community Development Commission / Redevelopment Agency back 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 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 September 28, 2015, the Cudahy Successor Agency approved the PSA with Andersen for the preparation of environmental analysis of the real properties to be included in the Long-Range Property Management Plan (LRPMP).

ANALYSIS

Prior to execution of the PSA by Andersen a request was made by Andersen for certain immaterial revisions to the PSA. The City Attorney's Office negotiated with Andersen those revisions that are indicated on the attached redline PSA and described below. This revised version has now been executed by Andersen.

Andersen will continue to provide services to the Successor Agency as indicated in the approved PSA. Minor, immaterial revisions were made to the PSA without changing the scope or pricing of the PSA. The City Attorney believes the changes will not affect the protections included in the PSA.

The attached redline of the PSA indicates the changes requested by Andersen that the City Attorney's Office agreed to on behalf of the Successor Agency. The changes are as follows:

Section 1.3 F. Stop Work. The phrase "except for any subcontractor or subconsultant costs that the parties had previously specifically agreed in writing would be due despite a Stop Work Notice" was added. This clause places an obligation on Andersen to obtain the written agreement of Successor Agency to Andersen's use of any subcontractor or subconsultant where Successor Agency would be responsible for payment of such fees, even if Successor Agency issued a Stop Work Notice.

Section 1.4 Compensation. The phrase "but does not include any changes agreed upon in writing by the parties" was added. This clause simply restates that the parties may agree in writing to change the scope of work and consequently the Not-to-Exceed Sum.

Section 2.4 Standard of Care; Performance of employees. The concept of "highest standards" was replaced with "consistent with the professional skill and care ordinarily provided by members of Andersen's profession practicing in the same or similar circumstances." The City Attorney's Office believes this revision is not material because Southern California is arguably among locations that represent the highest standard of environmental work.

Section 3.1 Duty to Procure and Maintain Insurance. In subsection D, Errors & Omissions Insurance "Errors & Omissions" was removed from the required additional insured endorsement. Andersen must still procure and maintain Errors and Omissions Liability Insurance. The change in language was made since such insurance covers only the professional company, and not an additional insured.

Section 5.1 Termination Without Cause. Same revision as described for Section 1.3 F, above.

CONCLUSION

By authorizing 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.

FINANCIAL IMPACT

There are no new costs associated with this action. Previous City Council/Successor Agency action on September 28, 2015 made funds available to the Successor Agency from the City's General Fund in the amount of \$47,950 in the form of an emergency loan. The loan was approved by the City Council, Successor Agency Board, and Oversight Board and was enrolled by the Successor Agency upon the Recognized Obligations Payment Schedule (ROPS) 15–16B so that it could be recovered by the City. The loan was enrolled on ROPS 15-16B so to become an enforceable obligation of the Successor Agency, subject to the separate approval of the California Department of Finance.

ATTACHMENTS

- A. Proposed Successor Agency Resolution
- B. Professional Services Agreement with Andersen Environmental
- C. Red-Line of the Approved Professional Services Agreement with Andersen Environmental

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 AND REPLACING AND SUPERSEDING SUCCESSOR AGENCY RESOLUTION NO. SA 15-10

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 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, on September 28, 2015, the Successor Agency approved Successor Agency Resolution No. SA 15-10 entitled,

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, prior to execution of the agreement that was approved pursuant to Resolution No. SA 15-10 Successor Agency staff and Andersen Environmental negotiated revisions to such agreement, which are summarized as follows:

- Section 1.3 F. Stop Work: The phrase "except for any subcontractor or subconsultant costs that the parties had previously specifically agreed in writing would be due despite a Stop Work Notice." This clause places an obligation on Andersen to obtain the written agreement of Successor Agency to Andersen's use of any subcontractor or subconsultant where Successor Agency would be responsible for payment of such fees, even if Successor Agency issued a Stop Work Notice;
- Section 1.4 Compensation: The phrase "but does not include any changes agreed upon in writing by the parties." This clause simply restates that the parties may agree in writing to change the scope of work and consequently the Not-to-Exceed Sum.
- Section 2.4 Standard of Care; Performance of employees: The concept of "highest standards" was replaced with "consistent with the professional skill and care ordinarily provided by members of Andersen's profession practicing in the same or similar circumstances." The City Attorney's Office believes this revision is not material because Southern California is arguably among locations that represent the highest standard of environmental work.
- Section 3.1 Duty to Procure and Maintain Insurance: In subsection D Errors & Omissions Insurance "Errors & Omissions" was removed from the required additional insured endorsement. Andersen must still procure and maintain Errors and Omissions Liability Insurance. The change in language was made since such insurance covers only the professional company, and not an additional insured.

WHEREAS, this Resolution shall replace and supersede Resolution No. SA 15-10, dated September 28, 2015, which shall no longer have any force and effect; 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; and

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 26th day of October 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. [REDACTED] 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 26th day of October 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 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, except for any subcontractor or subconsultant costs that the parties had previously, specifically agreed in writing would be due despite a 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, but does not include any changes agreed upon in writing by the parties.

- 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 consistent with the professional skill and care ordinarily provided by members of CONSULTANT's profession practicing in the same or similar locality under the same or similar circumstances;
 - 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, except Errors and Omissions Liability Insurance, 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, and any subcontractor or subconsultant costs that the parties had previously, specifically agreed in writing would be due despite a 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 or 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:

Matthew Rodda, Division Manager
Andersen Environmental
5261 West Imperial Highway
Los Angeles, CA 90045
Phone: 310-854-6300
mrodda@andersenenviro.com

SUCCESSOR AGENCY:

Attn: Jose E. Pulido, Executive Director
City of Cudahy as successor agency to the former
Cudahy Community Development Commission
5220 Santa Ana Street
Cudahy, CA 90201
Phone: 323-773-5143
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:

ANDERSEN ENVIRONMENTAL:

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

By:  10/1/15
Matthew Rodda, Division Manager

By: _____
Jose E. Pulido, Executive Director

APPROVED AS TO FORM:

By: _____
Isabel Birrueta, Counsel to Successor Agency

EXHIBIT A

AE 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. Cancellation by client within 24-hours of planned field activities will result in a \$500 cancellation 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 revealed 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, statutes, 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,

Approved and Accepted by:



Brian Martasin, PG
Principal Geologist

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

AE 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-foot 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-foot 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. Cancellation by client within 24-hours of planned field activities will result in a \$500 cancellation 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 revealed 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, statutes, 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

AE 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 knitting” 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. Cancellation by client within 24-hours of planned field activities will result in a \$500 cancellation 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 revealed 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, statutes, 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,

Approved and Accepted by:



Brian Martasin, PG
Principal Geologist

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



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.”**

Matthew Rodda
Andersen Environmental
June 19, 2015
Page 2

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: 
Matthew Rodda, Division Manager

Date: 6/19/15



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, except for any subcontractor or subconsultant costs that the parties had previously, specifically agreed in writing would be due despite a 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, but does not include any changes agreed upon in writing by the parties.

- 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 consistent with the professional skill and care ordinarily provided by members skillfully, competently and to the highest standards of CONSULTANT's profession practicing in the same or similar locality under the same or similar circumstances;
- 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, except Errors and Omissions Liability Insurance, 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, and any subcontractor or subconsultant costs that the parties had previously, specifically agreed in writing would be due despite a 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 or 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:

Matthew Rodda, Division Manager
Andersen Environmental
5261 West Imperial Highway
Los Angeles, CA 90045
Phone: 310-854-6300
mrodda@andersenenviro.com

SUCCESSOR AGENCY:

Attn: Jose E. Pulido, Executive Director
City of Cudahy as successor agency to the former
Cudahy Community Development Commission
5220 Santa Ana Street
Cudahy, CA 90201
Phone: 323-773-5143
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

Blank Page



Item Number 10B

STAFF REPORT

Date: October 26, 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 Proposed Resolution Replacing and Superceding Resolution No. 14-84, Designating Holidays on which City Offices Shall be Closed for Calendar Year 2016**

RECOMMENDATION

The City Council is requested to adopt a proposed resolution replacing and superceding Resolution No. 14-84, designating on which holidays City offices shall be closed for calendar year 2016.

BACKGROUND

1. Section 6700 of the California Government Code designates days that are holidays.
2. Section 6702 of the California Government Code provides that City offices shall be closed on designated State Holidays unless otherwise provided by the City.
3. On June 8, 2015, the City Council approved the Fringe Benefit and Salary Plan (FBSP), which allows management employees the right to observe those same holidays.
4. On October 12, 2015, the Cudahy City Council approved a Memorandum of Understanding (MOU) between the Cudahy Miscellaneous Employee's Association (CMEA) and the City. The term of the MOU was approved retroactively to July 1, 2015 through to June 30, 2019. The CMEA negotiated the right to observe the holidays reflected on the attached resolution.

ANALYSIS

Designation of holidays on which City offices will be closed for Calendar Year 2016 will support the holidays negotiated in the 2015-2019 MOU, which are currently being observed by represented employees of the Cudahy Miscellaneous Employees Association. Non-represented Management employees also observe the same holidays as established by Fringe Benefit and Salary Plan adopted June 8, 2015, which addresses compensation and fringe benefits.

Holidays currently observed by the City are as follows:

January 1, 2016	New Year’s Day
January 18, 2016	Martin Luther King Jr. Day
February 15, 2016	President’s Day
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day
November 11, 2016	Veteran’s Day
November 24, 2016	Thanksgiving Day
November 25, 2016	Friday after Thanksgiving Day
December 24, 2016	Christmas Eve
December 25, 2016	Christmas Day

CONCLUSION

City Council approval of this resolution allows observance of these City holidays in accordance with the FBSP and the MOU between the CMEA and the City of Cudahy.

FINANCIAL IMPACT

Costs associated with this holiday schedule were incorporated into the FY 2015-16 City Budget, which was approved on June, 2015. There are no additional fiscal impacts.

ATTACHMENTS

1. Adopted Resolution 14-84, Designating Holidays on which City Offices shall be closed for Calendar Year 2015
2. Proposed Resolution Replacing and Superceding Resolution No. 14-84, designating holidays on which city offices shall be closed for Calendar Year 2016.

RESOLUTION NO. 14-84

**A RESOLUTION OF THE CITY OF CUDAHY,
CALIFORNIA DESIGNATING HOLIDAYS ON
WHICH CITY OFFICES SHALL BE CLOSED
FOR CALENDAR YEAR 2015**

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed designated State Holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy, California, as follows:

1. That the above recitations are true.
2. That the public offices of the City shall be closed on the following dates in observance of the indicated holidays:

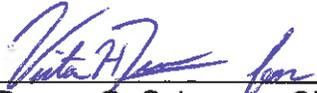
January 1, 2015	New Year's Day
January 19, 2015	Martin Luther King Jr. Day
February 16, 2015	President's Day
April 3, 2015	Good Friday
May 25, 2015	Memorial Day
July 4, 2014	Independence Day
September 7, 2015	Labor Day
November 11, 2015	Veteran's Day
November 26, 2015	Thanksgiving Day
November 27, 2015	Friday following Thanksgiving Day
December 24, 2015	Christmas Eve
December 25, 2015	Christmas Day

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 2nd day of December, 2014.



Chris Garcia, Mayor

ATTEST:



Donna G. Schwartz, CMC
Interim 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.14-84 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 2nd day of December, 2014 and that Resolution No. 14-84 was adopted by the following vote, to-wit:

- AYES: Council Member(s): Guerrero, Oliva, Sanchez, Vice Mayor Markovich and Mayor Garcia
- NOES: Council Member(s): None
- ABSTAIN: Council Member(s): None
- ABSENT: Council Member(s): None



Victor H. Ferrer
Deputy City Clerk



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CUDAHY CALIFORNIA, REPLACING AND SUPERSEDING RESOLUTION 14-84, DESIGNATING HOLIDAYS ON WHICH CITY OFFICES SHALL BE CLOSED FOR CALENDAR YEAR 2016

WHEREAS, Section 6700 of the California Government Code designates days that are holidays in the State; and

WHEREAS, Section 6702 of the California Government Code provides that City offices shall be closed designated State Holidays unless otherwise provided by the City; and

WHEREAS, this City Council desires and deems it to be in the best public interest to designate those holidays on which City offices will be closed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy, California, as follows:

1. That the above recitations are true.
2. That the public offices of the City shall be closed on the following dates in observance of the indicated holidays:

January 1, 2016	New Year's Day
January 18, 2016	Martin Luther King Jr. Day
February 15, 2016	President's Day
May 30, 2016	Memorial Day
July 4, 2016	Independence Day
September 5, 2016	Labor Day
November 11, 2016	Veteran's Day
November 24, 2016	Thanksgiving Day
November 25, 2016	Friday following Thanksgiving Day
December 24, 2016	Christmas Eve
December 25, 2016	Christmas Day

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on the 26th day of October, 2015.

Cristian Markovich
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Valdivia
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

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 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:

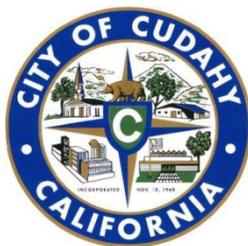
AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Valdivia
Interim City Clerk



Item Number
10C

STAFF REPORT

Date: October 26, 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 Second 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 second 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.
5. On October 12, 2015, City Council approved first reading of Ordinance No. 653, amending Cudahy Municipal Code (CMC) Chapter 20.28 Development Agreements of Title 20 Zoning.

ANALYSIS

On the October 12, 2015 City Council meeting, the City Council approved the first reading of Ordinance No. 653 with no comments from the public or the Council members. If Ordinance No. 653 is adopted it will take effect 30 days later.

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.

Under California Law, cities can establish a development agreement which is essentially a contract between the City and a person (i.e., developer) who owns or controls property within the jurisdiction. The purpose of the agreement is for the City to specify the standards and conditions that will govern development of a 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. If adopted by City Council, Ordinance No. 653 will take effect 30 days later.

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:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end.

Chairman

ATTEST:

A handwritten signature in blue ink, featuring a large loop and a horizontal line.

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.

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. The application for a development agreement shall be processed and scheduled for public hearing concurrently with all project-related applications.
- (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).

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:

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.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Cristian Markovich
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Valdivia
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

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 Ordinance No. 653 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:

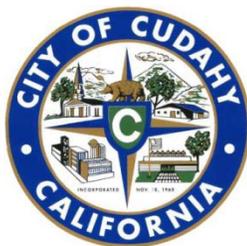
AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Valdivia
Interim City Clerk



Item Number
10D

STAFF REPORT

Date: October 26, 2015

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

From: Jose E. Pulido, City Manager
By: Michael Allen, Acting Director of Community Services
By: Victor Maria Santiago, Administrative Assistant

Subject: **Consideration to Co-Sponsor Tiger F.C., Inc., for the Use of Turner Hall on Friday, December 11, 2015, for Their Annual End-of-Year Team Dinner Event and for the Use of Lugo Park Multipurpose Room on the Last Friday of Each Month for Their Committee Meeting**

RECOMMENDATION

City Council is requested to approve co-sponsorship with Tigers F.C., Inc. for the use of Turner Hall (4835 Clara Street) on Friday, December 11, 2015, for their Annual end of the year dinner event, and for the use of Lugo Park Multipurpose Room (MPR) located at 7810 Otis Avenue, to hold their committee meetings on the last Friday of each month from 6:00 p.m. to 7:00 p.m. for the remainder of 2015 and for all of 2016.

BACKGROUND

1. On September 29, 2015, Mayor Christian Markovich and City staff met with representatives from Tigers F.C., Inc. (i.e., Jaime Olguin and Adelina Olguin) to discuss their request to use two City locations for various events.
2. On October 7, 2015, City staff contacted Natalie Guerrero (i.e., secretary for Tigers F.C. Inc.) to request the specific dates and times the organization would like to use Lugo Park MPR.

ANALYSIS

Tigers F.C, Inc. is a non-profit 501 (c)(3) tax exempt organization that is dedicated towards the personal development of youth in southeast Los Angeles. The organization provides services

to over 140 children, ranging in age from five through 18, all of whom must maintain well academic standing while playing for the soccer club. The club believes sports to be an invaluable tool towards the personal development of their athletes. In fact, participants learn the values of teamwork, dedication, and time management by being put in leadership positions and working together as a team. In addition to learning leadership skills, the athletes maintain a busy schedule and thus stay away from gangs and drugs that they may otherwise be exposed to.

Tigers F.C., Inc. is currently using Lugo Park sports field to hold their practices Monday through Thursday from 5:00 p.m. to 9:00 p.m. Pursuant to Resolution No. 13-34, which allows organized sports teams with players under the age of 18 and who have at least 90% of players that are Cudahy residents, to use the City's sports fields at no cost to the soccer club. The soccer club is also required to provide proof of insurance indemnifying the City.

Tigers F.C., Inc. is requesting to use Turner Hall on Friday, December 11, 2015 to hold their annual end-of-year dinner event for the players and parents that are part of the soccer club. Since the soccer club is a non-profit volunteer based organization, funds are very limited therefore they are requesting to use Turner Hall at no cost.

Tigers F.C., Inc. is also requesting the use of Lugo Park Teen Center Multipurpose room (7810 Otis Ave) to hold committee meetings for the remainder of 2015 and all of 2016. The meetings will take place the last Friday of each month from 6:00 p.m. to 8:00 p.m. The meetings are essential to the organization's leadership and coaches, as the club continues to grow and find ways to keep improving for the benefit of the children that make up the soccer club. The committee meetings are held to brainstorm and find ways to motivate the children and parents on and off the field.

CONCLUSION

If the City Council approves the co-sponsorship request, Tigers F.C., Inc. will be allowed the use of two City facilities to host their annual end-of-year dinner event and monthly committee meetings. This will benefit a local nonprofit organization who is dedicating themselves to providing a better future to the youth of Cudahy.

If the City Council denies the request, no further action will be taken.

FINANCIAL IMPACT

Staff estimates the financial impact to the City will be approximately \$845.00, which includes waiving the fee to rent the location, including the use of the hall, tables and chairs, use of the kitchen, insurance, and assignment of two part time City employees for general supervision of the event. There is no financial impact for the monthly meetings, since the meetings will be held during normal hours of operations.

ATTACHMENTS

- A. Facility Use Agreement
- B. Insurance for the event with the proper endorsement



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 Room

Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact Name Adelina Garcia Organization Tigers Cudahy

Tel.: Home 323/445-3930 Work 323/812-9122

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of Event Christmas Party

Will minors be present? Yes No

Admission fee charged? Yes No

Will There be music? Yes No

Date of Event 12-11-15

Type of Music D.J.

Estimate Attendance 300

Will food be served? Yes No

Time event begins (incl. set up) 3:00 p.m. Will food be sold? Yes No

Time event ends (incl. clean up) 12:00 a.m. Open to the public? Yes No



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 room
~~Tigers Cudahy (Adelina Garcia)~~
Address/Area/Location of Facility _____

2. RENTER INFORMATION

Contact Name Adelina Garcia Organization Tigers Cudahy (Adelina Garcia)
Tel.: Home 323) 445-3930 Work _____
Address, City, State, Zip 4555 Cecilia st sp 17 Cudahy

3. EVENT INFORMATION

Description of Event Christmas Party
Will minors be present? Yes No
Admission fee charged? Yes No
Will There be music? Yes No
Date of Event 12-11-15 Type of Music D.J.
Estimate Attendance 300 Will food be served? Yes No
Time event begins (incl. set up) 3:00 p.m. Will food be sold? Yes No
Time event ends (incl. clean up) 12:00 a.m. 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.

Adelina G
Signature

Address

Adelina Garcia
Print Name

323) 812 - 9122
Telephone: Cell

Tigers Cudahy
Organization

323) 545 - 3930
Telephone: Work

[AGENCY] USE ONLY

Rental fee _____

Total Paid _____

Deposit _____

Deposit returned _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/15

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 U. P. Insurance Services 11125 Atlantic Ave Lynwood, CA 90262 Phone (310) 537-6500 Fax (310) 537-6400		CONTACT NAME: PHONE (A/C, No, Ext): (310) 537-6500 FAX (A/C, No): (310) 537-6400 E-MAIL ADDRESS: info@upinsuranceservice.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SCOTTSDALE INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	CPS2177874	03/23/2015	03/23/2016	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER			CPS2177874	03/23/2015	03/23/2016	Sexual/Physical Abuse \$25,000/\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sexual/Physical Abuse \$25,000/\$50,000
 Limited Participant Coverage \$25,000/\$50,000
 Deductible \$500.00

CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER CITY OF CUDAHY 5220 SANTA ANA ST CUDAHY CA, 90201-	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 
---	---



AGENCY CUSTOMER ID: _____

ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)

07/10/14

AGENCY U. P. Insurance Services		CARRIER Scottsdale Insurance Company		NAIC CODE
POLICY NUMBER CPS1733116	EFFECTIVE DATE 03/23/14	NAMED INSURED(S) Club America Soccer Academy Inc. DBA: Chucho Ramirez La Liga Soccer &		

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ ABC UNIFIED SCHOOL DISTRICT 16700 NORWALK BLVD CERRITOS CA 90703-	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION	
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____			

REASON FOR INTEREST: _____ E-MAIL ADDRESS: _____

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ Lynwood Unified School District 11321 Bullis Road Owner/Manger/Lessor of Premises Lynwood CA 90262-	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION	
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____			

REASON FOR INTEREST: _____ E-MAIL ADDRESS: _____

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ City Of Lakewood 5050 Clark Ave Lakewood CA 90712-	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION	
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____			

REASON FOR INTEREST: _____ E-MAIL ADDRESS: _____

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ CITY OF CUDAHY 5220 SANTA ANA ST CUDAHY CA 90201-	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION	
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____			

REASON FOR INTEREST: _____ E-MAIL ADDRESS: _____

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ CITY OF HAWAIIAN GARDENS 21815 PIONEER BLVD HAWAIIAN GARDENS CA 90716-	EVIDENCE: <input type="checkbox"/> CERTIFICATE <input type="checkbox"/> POLICY <input type="checkbox"/> SEND BILL	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION	
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____			

REASON FOR INTEREST: _____ E-MAIL ADDRESS: _____

Blank Page



Item Number 10E

STAFF REPORT

Date: October 26, 2015

To: Honorable Mayor and City Council Members

From: Jose E. Pulido, City Manager
By: Michael Allen, Acting Community Development Director
By: Dave Gondek, City Attorney

Subject: **Consideration of a First Amendment to Professional Services Agreement (PSA) with Transtech Engineers, Inc. for Preparation of a Traffic Study for Card Club Casino Project**

RECOMMENDATION

The City Council is requested to authorize the City Manager to execute on behalf of the City, the First Amendment to Professional Services Agreement (Master Agreement) with Transtech Engineers, Inc. to add preparation of a traffic study to their scope of services of the City's existing agreement with Transtech.

BACKGROUND

1. On May 11, 2015, the City Council entered into a Professional Services Agreement with Transtech Engineers, Inc. (Transtech) which is a civil engineering consulting firm. The City currently receives services from Transtech through an on-call project management and project design services pursuant to a professional services agreement ("Master Agreement").
2. On July 1, 2015, the City and Cudahy Successor Agency entered into a "Confidentiality and Nondisclosure Agreement" with Cudahy LF LLC. to work on the development of a new card club casino in the City.

3. On September 10, 2015, the Acting Community Development Director solicited proposals from several traffic engineering firms to conduct the desired traffic study for the card club casino project.
4. On September 23, 2015, the City received the following four proposals to conduct the card club casino traffic study:
 - a. Transtech Engineers, Inc. for \$87,665;
 - b. Willdan for \$187,049;
 - c. LSA Associates for \$55,330; and
 - d. MIG/Kunzman Associates for \$61,250.
5. On September 28, 2015, staff (i.e., Jose E. Pulido, Michael Allen, Dave Gondek) reviewed the various casino traffic study proposals and recommended Transtech to conduct the desired card club casino traffic study.
6. On October 5, 2015, the City Attorney (i.e., Dave Gondek) reviewed the various proposals with the City Manager and agreed that Transtech Inc. submitted the most comprehensive and cost effective traffic study proposal for the card club casino project.

ANALYSIS

Consistent with the City Council's desire of attracting new businesses and property investment that create jobs while generating new revenues, the City and the Successor Agency entered into a "Confidentiality and Nondisclosure Agreement" with Cudahy LF LLC. to potentially develop a new card club casino located at one of the various Successor Agency owned properties. In addition, the City Council also authorized the City Manager to begin negotiations with Cudahy LF LLC. with the intent on determining which of the Successor Agency properties may be the best fit for a new card club casino. This selection process will entail compliance with appropriate California Environmental Quality Act (CEQA) review for the various Successor Agency sites including but not limited to: traffic studies, air quality studies, noise impact studies, etc.

The Successor Agency owned properties which are located or centralized on or around Atlantic Avenue currently experience average daily traffic (ADT) volumes of approximately 34,000 vehicle trips (VT) per day (2015 Cudahy Traffic Survey). This is in excess of the roads capacity of 22,000 VT per day. As a result, special consideration needs to be taken in the potential impacts any new/proposed development will have on Atlantic Avenue and surrounding collector streets.

Hence, in light of the City Attorney, City Manager and staff's recommendation to retain Transtech to conduct the desired card club traffic study, the City needs Transtech to perform a Traffic Impact Analysis and prepare a written report that will contribute to the City's CEQA review of a proposed card club casino development project. This First Amendment to the Master Agreement adds the Traffic Impact Analysis for the card club development project to Transtech's scope of services.

The First Amendment to the Master Agreement has been drafted to give the City flexibility in starting and stopping Transtech's work on this project. If the card club development project does not move forward to completion—or for any other reason—Section 2 of this agreement allows the City to notify Transtech to "Stop Work." After the issuance of such notice, the City is not obligated to compensate Transtech for any further traffic study work. Also, in a Stop Work scenario, Transtech must deliver all of its work product to the City.

City staff will closely monitor the work to be performed by Transtech under this agreement to ensure that the available balance of funds held by the City for this Project Study Cost Deposit is always sufficient to pay for the work as authorized by the City. In the event that the deposit does not contain sufficient funds to pay for additional stages of the traffic study work, Transtech will be instructed to perform no further work until the deposit balance is replenished by Cudahy LF LLC. to cover the cost of such work.

If this project comes to fruition, it would be done through a Development Agreement consistent with Ordinance No. 653 Development Agreements, between Cudahy LF, LLC. and the City. Currently, City staff is negotiating with Cudahy LF LLC. regarding payment for the Traffic Impact Analysis out of the Project Study Cost Deposit described in the Development Agreement.

CONCLUSION

City staff recommends approval of the First Amendment to the Master Agreement with Transtech to perform the Traffic Impact Study for the card club project. Transtech has provided high quality services to the City through the existing Master Agreement in project management and design for the City's capital improvement projects. Additionally, Transtech has demonstrated through their work and proposal superior knowledge of the City, local traffic patterns and impacts, as well as extensive prior experience conducting similar comprehensive traffic studies for like projects.

FINANCIAL IMPACT

The estimated total fee under this First Amendment is \$87,665, however, this Amendment will not have an impact on the City's General Fund budget, because

Transtech's fees for the work will be paid from Project Study Cost Deposit funds from Cudahy LF, LLC.

ATTACHMENT

A. First Amendment to Professional Services Agreement with Transtech Engineers, Inc.



2015

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: On-Call Project Management and Project Design Professional Services)

(Parties: City of Cudahy – Transtech Engineers, Inc.)

THIS FIRST AMENDMENT (the "Amendment") to Professional Services Agreement for on-call project management and project design is made and entered into this _____ day of September 2015 by and between City of Cudahy, a municipal corporation ("CITY") and Transtech Engineers, Inc. ("CONSULTANT").

RECITALS

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

WHEREAS, on or about May 11, 2015, the parties executed and entered into that certain agreement for on-call project management and project design titled, PROFESSIONAL SERVICES AGREEMENT (hereinafter, the "Master Agreement"), which is attached hereto as Attachment 1; and

WHEREAS, the CITY desires to add to the scope of services set forth in the Master Agreement; and

WHEREAS, CONSULTANT has represented to CITY that it has the requisite skill and experience to safely and competently perform the desired professional services; and

WHEREAS, Section 6.22 of Master Agreement provides for written amendments and modifications if approved by both parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ADDITIONAL SCOPE OF SERVICES.**

Pursuant to Section 6.22 of the Master Agreement, CONSULTANT agrees to perform traffic engineering additional services in accordance with CONSULTANT's proposal letter dated September 2, 2015 and attached hereto as Attachment 2.

2. STOP WORK.

A. CITY may notify CONSULTANT with instructions to stop further work on the services set forth in Attachment 2 (the "Stop Work Notice"). CONSULTANT shall immediately, or as promptly as is reasonably practicable, cease work in compliance with the Stop Work Notice. CITY 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 CITY's sole and absolute discretion, and in doing so CITY may consider only CITY's interests and not consider any effect on CONSULTANT.

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

3. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed in both documents.

4. In the event of any conflict or inconsistency between this Amendment and the Master Agreement, the provisions of this Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

5. This Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS WHEREOF, the parties enter into this Amendment to the Master Agreement as of the date first written above.

CITY OF CUDAHY:

TRANSTECH ENGINEERS, INC.

By: _____
Jose E. Pulido, City Manager

By: _____

Date: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

Date: _____

By _____
Isabel Birrueta, City Attorney

Date: _____

Attachment 1

(Master Agreement)



PROFESSIONAL SERVICES AGREEMENT
(Engagement: On-Call Project Management and Project Design Professional Services)
(Parties: City of Cudahy – Transtech Engineers, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 17 day of March, 2015 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and Transtech Engineers, Inc. (“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.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: On-Call Project Management and Project Design; and

WHEREAS, CITY’s in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

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 one (1) year commencing from March 17, 2015 ("EFFECTIVE DATE") unless earlier terminated as provided elsewhere in this Agreement. This Agreement may be extended 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 (3) 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 (hereinafter, the "Approved Rate Schedule") which is found in Exhibit A.
- B. CONSULTANT agrees that CONSULTANT shall perform the Services during the course of the term set forth in Section 1.3(A), above, at rate of compensation that shall not exceed Three Hundred Twenty Two Thousand Two Hundred Forty Two and no/100 Dollars (\$322,242.00.) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs and incidental and customary work necessary to competently perform Services as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to CONSULTANT under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Division of the City of Cudahy and unless such added expenditure is specifically approved in advance and in writing by the CITY.
- C. Sections 1.3(A) and 1.3(B) notwithstanding, as needed, CONSULTANT shall be requested to submit a proposed budget for each project to be approved by the City Manager for project management and design services. In the event CONSULTANT's charges are projected to exceed the proposed budget 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 budget amount or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis for all services rendered and tasks performed by CONSULTANT during the preceding month. At the end of each month during the term of this Agreement, CONSULTANT shall submit to CITY a monthly itemized statement(s) that

lists and reasonably describes the specific services rendered and/or tasks performed and the number of personnel hours devoted to such effort; the date(s) upon which such services and/or tasks were performed; and the name of the person(s) performing the service or task along with their applicable hourly billing rate.

B. Within fifteen (15) business 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 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of five (5) 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 (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representative or his designee shall act on behalf of CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or his designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Ali Pakzad, Principal-in-Charge/Contract Manager ("Contractor") 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 Representative at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representative or its 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 generally accepted 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 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 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) calendar 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 generally accepted 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.
- 2.11 DISADVANTAGED BUSINESS ENTERPRISE (DBE). 49 C.F.R. Part 26. Disadvantaged Business Enterprises.

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. CITY elects not to place a DBE contract goal on this project as there are few or no opportunities for DBE subcontractors for project management and project design services. A separate contract goal has not been established for this procurement.
- B. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CITY deems appropriate. Each subcontract CONSULTANT signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. A copy of all DBE Certifications are required, if applicable.

- C. CONSULTANT is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after CONSULTANT's receipt of payment for that work from CITY.
- D. CONSULTANT must promptly notify CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONSULTANT may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CITY.

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as

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

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.

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 it 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 WORK OF CONTRACTOR'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of

section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance of the Work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent-performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of

five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.5 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 5.2.(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- 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 or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY 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.
- 5.5 SUSPENSION OF WORK: The CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond the CITY's control make normal progress of the Work impossible.

VI. MISCELLANEOUS PROVISIONS

- 6.1 AUDIT OR EXAMINATION: All records and files related to the Programs shall be kept and maintained at the City Hall premises at all times. CITY shall keep and maintain all program files for the CITY and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. (24 C.F.R. Part 85, Sec. 42)
- 6.2 CONFLICT OF INTEREST: CONSULTANT agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of the Agreement or upon actual knowledge of a conflict of interest or potential conflict of interest during the term of this Agreement and CONSULTANT shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 C.F.R. Part 85, Sec. 84.36.
- 6.3 COMPLIANCE WITH FEDERAL REGULATIONS:

This Agreement is subject to and incorporates the terms of Subpart K of the CDBG Regulations and all other applicable Federal Standards Provisions, inclusive of the following:

Executive Order 11246 requires that during the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex color, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their race, religion, sex color 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONSULTANT setting forth the provisions of this nondiscrimination clause.

Section 3 of Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.

Title VI of the Civil Rights Act of 1964 provides that no person shall, on the grounds of race, color, or 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.

Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person 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 of activity funded in whole or in part with funds made available under this title.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified individual, as provided in Section 504 or Rehabilitation Act of 1973, shall also apply to any such program or activity.

6.4 FEDERAL LABOR COMPLIANCE:

A. Minimum Wages.

- i. The Services provided under this Agreement are financed in part with federal funding and therefore the provisions of the Davis Bacon Act (40 U.S.C. section 276a) apply to the payment of workers employed by CONSULTANT, and all subcontractors to CONSULTANT, who perform any Work on the Project under this Agreement. All laborers and mechanics employed or working on the site of the Project will be paid unconditionally and not less often than once a week, and without subsequent deductions or rebates on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the 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 CONSULTANT and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph A.iv below; 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 paragraph D. of this Section. 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 A.ii of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by CONSULTANT and its subcontractors at the site of the Project in a prominent and accessible place where it can easily be seen by the workers.

- ii. 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. CITY shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- iii. If CONSULTANT and the laborers and mechanics to be employed in the classification (if known), or their representatives, and CITY 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 CITY 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 CITY or will notify CITY within the 30-day period that additional time is necessary.

- iv. In the event CONSULTANT, the laborers or mechanics to be employed in the classification, or their representatives, and CITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), CITY shall refer the questions, including the views of all interested parties and the recommendation of CITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise CITY or will notify CITY within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - v. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.
 - vi. 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, CONSULTANT 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.
 - vii. If CONSULTANT does not make payments to a trustee or other third person, CONSULTANT may consider, as part 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 CONSULTANT, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONSULTANT to set aside in a separate account assets for the meeting of obligations under the plan or program.
- B. Withholding. CITY 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 CONSULTANT under this Agreement or any other federal contract with the same CONSULTANT, or any other federally-assisted contract subject to the Davis-Bacon Act prevailing wage requirements, which is held by the same CONSULTANT, that amount of

the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CONSULTANT or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay all or part of the wages required by contract to any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Project, CITY may, after written notice, 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.

C. Payrolls and Basic Records.

- i. Payrolls and basic records relating thereto shall be maintained by CONSULTANT during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Project. 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 1(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 paragraph A.iv of this section 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 1(b)(2)(B) of the Davis-Bacon Act, CONSULTANT 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 costs incurred in providing such benefits. If CONSULTANT employs apprentices or trainees under approved programs, CONSULTANT 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.
- ii. CONSULTANT shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to CITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph C.i above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. CONSULTANT is responsible for the submission of copies of payrolls by all subcontractors.

- iii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CONSULTANT or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be maintained under paragraph C.i above and that such information is correct and complete;
 - (b) That each laborer and mechanic (including each helper, apprentice and trainee) employed under the Agreement 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 C.F.R. Part 3;
 - (c) 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.
- iv. 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 paragraph C.ii.(b) of this section.
- v. The falsification of any of the above certifications may subject CONSULTANT or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- vi. CONSULTANT or subcontractor shall make the records required under paragraph C.i of this section available for inspection, copying or transcription by authorized representatives of CITY, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONSULTANT or subcontractor fails to submit the required records or to make them available, the Department of Labor may, after written notice to CONSULTANT or CITY, 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 of CONSULTANT or subcontractor pursuant to 29 C.F.R. 5.12.

D. Apprentices and Trainees.

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship City recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship City (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the Project site in any craft classification shall not be greater than the ratio permitted to CONSULTANT 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 of the work actually performed. Where a consultant 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 consultant'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 Bureau of Apprenticeship and Training, or a State Apprenticeship City recognized by the Bureau, withdraws approval of an apprenticeship program, CONSULTANT 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 C.F.R. 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 Project 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 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the Project 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, CONSULTANT 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 this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.
- E. Compliance with Copeland Act Requirements. CONSULTANT shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference into this Agreement.
- F. Subcontracts. CONSULTANT and each subcontractor shall insert in any subcontracts the clauses contained in paragraphs A. through J. of this Agreement and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

- G. Agreement Termination; Debarment. A breach of the Agreement clauses in paragraphs A. through K. of this Section 2.14 are grounds for termination of this Agreement, and for the debarment of CONSULTANT or subcontractor as provided in 29 C.F.R. 5.12.
- H. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- I. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes provision of this Agreement. Such disputes as relate to labor standards shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between CONSULTANT (or any of its subcontractors) and CITY, the U.S. Department of Labor, or the employees or their representatives.
- J. Certification of Eligibility.
- i. By entering into this Agreement, CONSULTANT certifies that neither it (nor he or she) nor any person or firm who has an interest in CONSULTANT'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 C.F.R. 5.12(a)(1).
 - ii. No part of this Agreement 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 C.F.R. 5.12(a)(1).
 - iii. The penalty for making false statements or certifications in the making of this Agreement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- K. State Prevailing Wage Laws. The Services are also subject to state prevailing wage requirements under the State Prevailing Wage Laws. If the predetermined state minimum wage for a certain type or classification of labor, as determined by the Director of the California Department of Industrial Relations, is different as between the wage determined in accordance with the Davis-Bacon Act and the wage determined in accordance with the State Prevailing Wage Laws, the higher wage rate determination shall apply.

6.5 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.

- 6.6 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. Notwithstanding the foregoing, CONSULTANT shall not be restricted from disclosing confidential information that is reasonably necessary for CONSULTANT to disclose to CONSULTANT's employees, subconsultants and the general contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain. Nor shall CONSULTANT be restricted from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for CONSULTANT to defend itself from any legal action or claim – if such an event should occur, CONSULTANT will inform CITY in writing prior to any disclosure.
- 6.7 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.
- 6.8 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.

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

CONSULTANT:

Transtech Engineers, Inc.
Attn: Ali Cayir, Principal
13367 Benson Avenue
Chino, CA 91710
Phone: (909)595-8599
Fax: (909)590-8599

CITY:

City of Cudahy
Community Development Department
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Michael Allen, Acting
Community Development Director
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.

6.10 **LOBBYING CERTIFICATION**

A. **Federal Requirements:**

CONSULTANT CERTIFIES THAT:

- i. No Federal appropriate funds have been paid or will be paid, by or on behalf of CONSULTANT, 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, in the making of any cooperative agreement, or in the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

- iii. CONSULTANT shall require that the language of this certificate be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

B. County of Los Angeles Requirement:

CONSULTANT certifies that:

- i. It is understood that each person/entity/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 Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- ii. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- iii. That any person/entity/firm who seeks a contract with 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 above named firm fails to comply with the provisions of the County Code.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

- 6.15 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.16 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.
- 6.17 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.
- 6.18 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.19 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.
- 6.20 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.
- 6.21 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.
- 6.22 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.
- 6.23 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.

- 6.24 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.
- 6.25 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 6.22, above.
- 6.26 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.

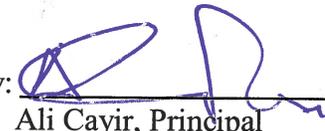
[SIGNATURE PAGE TO FOLLOW]

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

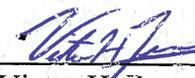
CITY OF CUDAHY:

By: 
Jose E. Pulido, City Manager
Date: 5/11/15

TRANSTECH ENGINEERS, INC.:

By: 
Ali Cayir, Principal
Date: 5/11/15

ATTEST:

By: 
Victor H. Ferrer, Deputy City Clerk
Date: 5/11/15

APPROVED AS TO FORM:

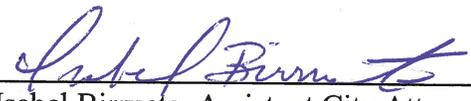
By: 
Isabel Birrueta, Assistant City Attorney
Date: 5/11/15

EXHIBIT A

SCOPE OF WORK FEE SCHEDULE

Scope of Work

Project management is the discipline of planning, organizing, securing and managing resources to achieve specific goals as defined by the project specifications. The primary responsibility of the project manager is to achieve all of the project goals and objectives while honoring constraints. The primary constraints are scope, time and budget.

The Scope of Work includes the On Call Project Management Services for the CITY's CIP and CDBG infrastructure related projects. The Project Manager will be required at a minimum to perform the following duties:

- Construction coordination, including time schedules, change orders and problem solving;
- Interagency and contractor coordination with CITY, the Architect, Health, Safety, Fire and others as required;
- Prepare revised cost estimates as components of the design and other requirement of the Project developed during planning and design phases of the Project;
- Provide detailed engineering review at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of the Project;
- Provide detailed constructability reviews at appropriate intervals during the design phase of an Assigned Project;
- Validate the existing budgets of each Project against the Scope of Work of the Project;
- Assist with securing the permits necessary for the Project;
- Assist in the preparation of bid documents;
- Maintain daily and weekly records of construction activities, job costs, schedule developments, project related meetings and project communications;
- Report in person and in writing, at regular intervals and at special need times, to CITY;
- Conduct weekly jobsite meetings for contractors and CITY personnel and distribute meeting minutes;

- Coordinate all work schedules with CITY;
- Facilitate review by the architect, engineers and CITY of contractor submitted questions or product information
- Conduct pre-construction and regular jobsite progress meetings;
- Provide continuous onsite Construction Management
- Oversee Quality Assurance of the construction activities to conform to plans and specifications;
- Review contractor's schedule, submittals for conformance to master schedule and contractor documents;
- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence (electronic and hard copy);
- Establish and implement procedures for review and processing of all Project documentation;
- Maintain RFI, submittal and change order logs;
- Coordinate lead and/or asbestos abatement, hazardous materials;
- Coordinate the activities of the DSA Project Inspector along with filing of appropriate reports;
- Evaluate construction progress and maintain reports;
- Receive contractor payment application, review for accuracy (amount due, certified payroll, appropriate rate, etc.) and circulate to DSA Project Inspector, architect and CITY for their review, signature and approval (five working days);
- Process change orders and payment applications for acceptance by CITY;
- Coordinate change order process
- Oversee the construction safety and performance of all contractors;
- Establish, implement, and maintain a "Safety Program" to comply with regulatory requirements and CITY policies;
- Secure a copy of the contractor's safety plan;
- Oversee the use of temporary fencing and "personnel control systems" to keep construction workers apart from CITY foot traffic;
- Compile detailed "punch lists" with the architect;
- Coordinate closeout procedures;
- Oversee the complete performance of all punch list items and final clean-up before contractor moves off site;
- Administer post-construction training of custodial, maintenance, operations and grounds staff for all new equipment, systems and finish materials;

- Obtain from contractor all record (as-built) drawings; contract required documents, lien releases, and written warranties. Review and circulate to CITY for final acceptance;
- Coordinate final testing, documentation and regulatory inspections;
- Advise on substantial and final completion;
- Compile final review of the Project;
- Advise on final payment;
- Provide CITY with complete project documentation for permanent records/storage; and
- Evaluate any contractor claim.

Additionally, the Scope of Work includes design development, preparation of construction documents, project bidding, and construction support for CIP or CDBG infrastructure related projects.



Subject: Single Rate Fee Schedule
Date: March 12, 2015
Submitted to: City of Cudahy
Submitted by: Transtech Engineers, Inc.

This letter confirms Transtech's agreement to use a single rate Fee Schedule (lowest classification rate for each classification) for services to the City as follows:

TRANSTECH ENGINEERS, INC. STANDARD HOURLY RATES	
Effective thru 12/31/2015	
<i>Classification</i>	<i>Hourly Rate</i>
Senior Engineer	\$155
Project Manager	\$140
Project Engineer	\$140
Staff Engineer/Associate Engineer	\$120
CADD Designer	\$100
Sr. Planner	\$120
Associate Planner	\$100
Funds and Grants Manager	\$130
Funds Analyst	\$100
Transportation Analyst	\$130
Plan Checker	\$100
Construction Manager	\$150
Inspector, PW	\$115
Building Official	\$125
Inspector, Building	\$80
Engineering Technician	\$65
Building Technician	\$65
Administrative/Clerical	\$60
2-Man Survey Crew	\$275
Reimbursable direct expenses are billed at cost plus 5%.	
Fees are adjusted annually based on the Consumer Price Index (CPI) for the local County area in which the City is located for Cost of Living Adjustment.	

Should you have any question or should you need additional information, please contact the undersigned.

Sincerely,

Ali Cayir, PE, Principal
ali.cayir@transtech.org
 C: 714-883-8677

(INSERT PDF OF FEE SCHEDULE)

EXHIBIT B

PROJECT MANAGEMENT SERVICES RFP

SUMMARY SHEET

Firm Name TRANSTECH ENGINEERS, INC.

Firm Parent or Ownership: Corporation.

Firm Address: 13367 BENSON AVENUE
CHINO CA 91710

Firm Telephone Number: 909 595 8599 Fax Number: 909 590 8599

Firm Email Address: ali.cayir@transtech.org

Firm Website: www.transtech.org.

Number of years in existence: 26

Management Contact (person authorized to sign an agreement for the firm; and ultimately responsible for services required for this Request for Proposal:

Name: Ali Cayir Title: PRESIDENT

Telephone Number: 114 883 8677 Fax: 909 590 8599

Email: ali.cayir@transtech.org

Types of series provided by your firm:

Design, Civil Engineering
Consulting.

EXHIBIT C

PROJECT MANAGEMENT SERVICES RFP

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF CUDAHY'S PROFESSIONAL SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Appendix B is acceptable to the firm and will be signed upon selection of the firm to perform consulting 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:

ALI GAYLE
Name

PRESIDENT
Title

[Signature]
Signature

05/11/15
Date

Firm Name: TRANSTECH ENGINEERS, INC.

EXHIBIT D

PROJECT MANAGEMENT SERVICES RFP

FALSE CLAIMS FORM

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION
(PROJECT MANAGEMENT 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. sections 3729 et seq., and the California False Claims Act, Government Code sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, Julien Gayle, am the President
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of TRANSTECH ENGINEERS, 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 May 2015 at Chino CA
(month and year) (city and state)

By Julien Gayle
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: NA
- (2) Identity of tribunal or court and case name or number, if any: NA
- (3) Government Contract or project involved: NA
- (4) Government agency involved NA
- (5) Amount of fine imposed: NA
- (6) Exculpatory Information: NA

I, Allen CAYIR, the PRESIDENT
(Print name of person responsible for submitting proposal) (Title with proposing entity)
of TRANSTECH ENGINEERS, 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 May 2015 at CAIRO CA
(month and year) (city and state)
by Allen CAYIR
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

EXHIBIT E

PROJECT MANAGEMENT SERVICES RFP

CIVIL LITIGATION HISTORY

CITY OF CUDAHY
CITY HALL
5220 SANTA ANA STREET
CUDAHY, CALIFORNIA 90201
CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION
(PROJECT MANAGEMENT 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, ALLEN CAYLOR, am the PRESIDENT
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of TRANSTECH ENGINEERS, INC. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Cudahy for Project Management 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 foregoing is true and correct.

Executed this 14th day of May 2015 at CHICO CA
(month and year) (city and state)

by ALLEN CAYLOR
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: Pacific Bell Telephone Co. v. West Coast Welding

(2) Court case identification number: Unknown

(3) Jurisdiction in which case was filed: County of Los Angeles

(4) Outcome of the case: Matter involves Pac Bell's claim that Contractor hit utility lines causing damage. Transtech was dismissed from the suit by Pacific Bell and counsel is currently negotiating dismissal from the cross-complaints of Riverside Construction and West Coast Welding based upon their failure to file a certificate of merit, lack of duty and contractual privity between Transtech and these two parties.

(5) Name of Case: _____

(6) Court case identification number: _____

(7) Jurisdiction in which case was filed: _____

(8) Outcome of the case: _____

DECLARATION

I, Allen Cayler, the PRESIDENT
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of TRANSTECH ENGINEERS, 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 May 2015 at CHICO CA
(month and year) (city and state)

by Allen Cayler
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

driven by an intoxicated individual. Claim alleged that the center median in the intersection constituted a dangerous condition. No evidence of this was established, however, insurance carrier agreed to pay damages to plaintiff to avoid further expense and exposure.

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: Lazaro Delgado - Date of Notice: 10/19/11

(2) Court case identification number: KC059909

(3) Jurisdiction in which case was filed: County of Los Angeles

(4) Outcome of the case: Fatality auto accident where deceased was a passenger in an auto driven by an intoxicated individual that ran a red light. Lawsuit alleged that the center median in the intersection constituted a dangerous condition which caused the driver not to see the approaching vehicle that had the green light. No evidence of a dangerous condition was ever established and plaintiff's agreed to a settlement.

(5) Name of Case: Mark & Roberta Nansen v. City of South Pasadena

(6) Court case identification number: BC493250

(7) Jurisdiction in which case was filed: County of Los Angeles

(8) Outcome of the case: Suit filed over controversy surrounding work being done adjacent to plaintiff's property. Plaintiff contends that City did not have an appropriate permit to trespass on their property. Matter closed due to inactivity.

DECLARATION

I, Allen Caylor, the PRESIDENT
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of TRANSTECH ENGINEERS, 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 May 2015 at CHICO CA
(month and year) (city and state)

by Allen Caylor
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

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: _____

I, Allen Caylor **DECLARATION** President
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)
of TRANSTECH ENGINEERS, 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 May 2015 at CHICO CA
(month and year) (city and state)

by Allen Caylor
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

Attachment 2

(Additional Scope of Services)

September 2, 2015

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Mr. Michael Allen, Acting Community Development Director

Subject: PROPOSAL FOR TRAFFIC ENGINEERING SERVICES FOR THE PREPARATION OF A TRAFFIC IMPACT ANALYSIS FOR A PROPOSED CASINO

Dear Mr. Allen:

As requested, we are pleased to submit this Proposal for Traffic Engineering Services for the preparation of a Traffic Impact Analysis (TIA) for a proposed casino.

The purpose of a Traffic Impact Analysis is to determine the magnitude of changes in traffic demand and circulation associated with the addition of a Casino within the local area. The study determines if there will be any impacts or degradation to operations at surrounding intersections or if project traffic may add to traffic congestion and increased travel times and traffic delays along arterials and freeways that will reduce the quality of life for neighborhoods surrounding the project site. LA County and local Cities provide guidelines and requirements of what needs to be included in a Traffic Impact Analysis in order to provide a thorough understanding of how a new project will affect the surrounding circulation system. If the addition of project traffic exceeds significant thresholds than a determination of appropriate mitigation measures eliminating or minimizing these impacts are included in the study. The Traffic Impact Analysis will include an assessment of existing roadway conditions by conducting peak hour counts at commute times and during peak operating hours for the casino, determining the level of service or operating conditions of these facilities and looking at how these facilities will operate in the future with the project and with any other projects that may be built.

An important part of the assessment will be determining how much "New" traffic the proposed project or Casino will generate. Standard references used in estimating trip generation for a new development is the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. However, the Trip Generation Manual provides limited information for Casinos with only one rate for PM peak based on information from one Casino in South Dakota. As such, tentative estimates of the amount of "New" trips generated by the project have been estimated using a combination of data from published reports compiled for similar facilities using the number of gaming tables/gaming stations, the number of employees and the mode of travel. Before the start of the project these assumptions can be refined and adjusted accordingly.

PROJECT UNDERSTANDING

It is our understanding that the proposed project will consist of a Casino, offices and restaurant use for a total square footage of 72,900 sqf. The Casino will be open 24 hours a day 7 days a week with the food elements and some parts of the office components having regular operating hours.

The following is the sqf areas provided to us for each type of uses:

- Casino Gaming Floor – 50,000 sqf
- Administration Offices – 8,000-10,000 sqf (includes; employee breakroom, restrooms, lockers, human resources, payroll office, marketing, conference room, owners suite, mailroom, executive offices, accounting department and surveillance room)
- Casino Main Floor Bar and Deli – 1,000 sqf
- Restaurant and Sports Bar – 3,600 sqf
- Kitchen – 7,500 sqf
- Gift Shop – 800 sqf

Casino Operations:

All of the uses will be housed in one building similar to the Hustler Casino in Gardena. For traffic considerations, the Casino is comprised of two separate generators; visitors and employees. Based on discussion from management at the Hustler Casino the peak times for the Casino are estimated to be:

- Friday Evening from 10:00 pm to 12:00 midnight and Saturday evening from 9:00 pm to 11:00 pm with less during typical peak weekday commute hours of 7:00 am to 9:00 am and 4:00 pm to 6:00 pm.
- There is projected to be a total of 750 employees at the facility which is divided among 3 separate shifts; Day, Swing and Graveyard with the busiest the Swing Shift.
 - Day Shift: 10:00 am to 6:00 pm
 - Swing Shift: 6:00 pm to 2:00 am
 - Graveyard Shift: 2:00 am to 10:00 am

Restaurant Operations:

The proposed restaurant/Bar will be a full service sit down restaurant open from 11:00 am to 2:00 am with 3,600 sqf. Since the restaurant can be a destination it is considered as a separate entity in project trips generated by the site and is not included in the Casino calculations.

Please see following page for estimated trip generation.

SCOPE OF WORK

The following provides an outline of the Tasks required to complete a Full Traffic Impact Analysis.

1. Collect all relevant traffic and other project data from the client, including detailed project description, background information, parking layout, site plan, operational schedule, development agreements, etc. Review and analyze the data for accuracy, adequacy and validity for use in traffic analysis.
2. Collect all relevant traffic and other data from the City and adjacent jurisdictions including, proposed roadway improvements, construction plans, related project information and any changes to roadway conditions that may have bearing on the surrounding circulation of traffic.
3. Conduct turning movement counts during the following times:
 - A. During peak commute hours of 7-9 am and 4-6 pm (a Tues., Weds. or Thurs.)
 - B. Weekday peak hours of the Casino: Friday 22:00 to 24:00
 - C. Weekend peak hours of the Casino: Saturday 21:00 to 23:00

We have identified a total of 35 key intersection locations. Since the project site is located just inside the southern boundary of the City of Cudahy the study area will include locations from the Cities of Cudahy, South Gate, Bell Gardens, Huntington Park, Bell, Downey and Lynwood. All locations will be included in the weekday analysis scenarios with a limited list included during late Friday and Saturday peak Casino hours. Due to the controversial nature of the proposed project the project study area is considered conservative with the study area to include all major signalized intersections within an approximate 1.5 mile radius of the project site as well as the most logical freeway ramps that will provide regional access to/from the site from the I-710 and I-105 freeways. There are also two (2) CMP intersections that are located within the study area, one in the City of South Gate the other in the City of Downey. This task also includes the summation of count data, field measurements, lane configuration, phasing at each intersection, speed limits and intersection and land use observations including existing roadway conditions as well as identification of schools or large shopping centers.

The following intersection counts will be conducted during peak commute times on a weekday. Intersections are shown on the attached map. Limited locations from this list will be counted during the Friday late and Saturday late periods as listed below.

Weekday Counts

City of Huntington Park (HP)

1. Florence Avenue and California Avenue (Bell/Huntington Park Border)
2. Santa Ana Street and Otis Street (South Gate/Huntington Park Border)

City of Bell (B)

3. Gage Avenue and Atlantic Avenue
4. Florence Avenue and Otis Avenue
5. Florence Avenue and Atlantic Avenue

City of Cudahy (C)

6. Live Oak Street and Atlantic Avenue
7. Clara Street and Atlantic Avenue
8. Elizabeth Street and Atlantic Avenue
9. Santa Ana Street and Atlantic Avenue
10. Cecelia Street (WEST) and Atlantic Avenue
11. Cecelia Street (EAST) and Atlantic Avenue
12. Patata Street and Atlantic Avenue

City of South Gate (SG)

13. Firestone Boulevard and Atlantic Avenue
14. Southern Avenue and Atlantic Avenue
15. Tweedy Boulevard and Atlantic Avenue
16. Michigan Avenue and Atlantic Avenue
17. Firestone Boulevard and California Avenue
18. Tweedy Boulevard and California Avenue
19. Tweedy Boulevard and Otis Street
20. Firestone Boulevard and Otis Street
21. Independence Avenue/Ardmore Avenue and Otis Street
22. Firestone Boulevard and Garfield Avenue/Eastern Avenue

City of Lynwood (L)

23. Abbott Road and Atlantic Avenue
24. Imperial Highway and Otis Street
25. Imperial Highway and Atlantic Avenue

City of Bell Gardens (BG)

26. Florence Avenue and Eastern Avenue
27. Garfield Avenue and Eastern Avenue (South Gate/Bell Gardens Border)

City of Downey (D)

28. Old River School Road and Firestone Boulevard

710 Freeway Ramps

29. 710 SB On/Off Ramp (Florence Avenue – Bell)
30. 710 NB On/Off Ramp (Florence Avenue – Bell)
31. 710 SB Off Ramp (Abbot Road – South Gate)
32. 710 SB On/Off Ramp (Firestone Boulevard – South Gate)
33. 710 NB On/Off Ramp (Firestone Boulevard – South Gate)
34. 710 SB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)
35. 710 NB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)

Friday Late Counts

The following (10) intersections will be counted and included for analysis on a Friday 22:00 to 24:00 hours:

1. 710 SB On/Off Ramp (Florence Avenue – Bell)
2. 710 NB On/Off Ramp (Florence Avenue – Bell)
3. Atlantic Avenue and Florence Avenue
4. Atlantic Avenue and Patata Street
5. Atlantic Avenue and Firestone Boulevard
6. 710 SB On/Off Ramp (Firestone Boulevard – South Gate)
7. 710 NB On/Off Ramp (Firestone Boulevard – South Gate)
8. Atlantic Avenue at Imperial Highway
9. 710 SB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)
10. 710 NB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)

Saturday Late Counts

The following (10) intersections will be counted and included for analysis on a Saturday 21:00 to 23:00 hours:

1. 710 SB On/Off Ramp (Florence Avenue – Bell)
2. 710 NB On/Off Ramp (Florence Avenue – Bell)
3. Atlantic Avenue and Florence Avenue
4. Atlantic Avenue and Patata Street
5. Atlantic Avenue and Firestone Boulevard
6. 710 SB On/Off Ramp (Firestone Boulevard – South Gate)
7. 710 NB On/Off Ramp (Firestone Boulevard – South Gate)
8. Atlantic Avenue at Imperial Highway
9. 710 SB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)
10. 710 NB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)

Roadway 24 hour 3 day Counts

Roadway Segments: 24-hour bi-directional traffic counts will be conducted (3) different time periods: 1 weekday, 1 Friday and 1 Saturday using automatic traffic counters at the following locations:

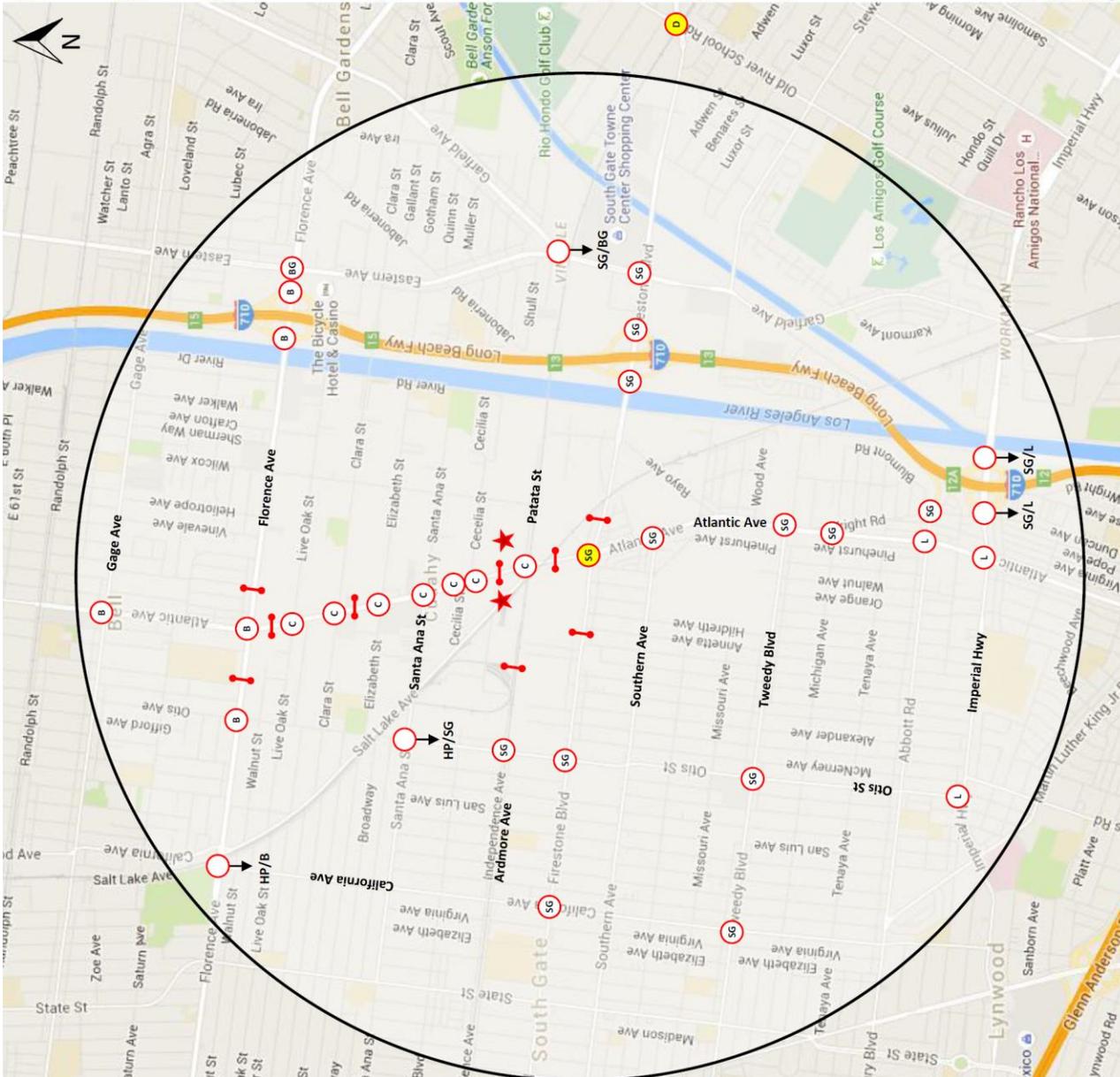
1. Atlantic Avenue: between Florence Avenue and Live Oak Street
2. Atlantic Avenue: between Clara Street and Elizabeth Street
3. Atlantic Avenue: between Cecelia Street and Patata Street
4. Atlantic Avenue: between Patata Street and Firestone Boulevard
5. Florence Avenue West of Atlantic Avenue
6. Florence Avenue East of Atlantic Avenue
7. Patata Street/Independence Avenue West of Atlantic Avenue
8. Firestone Boulevard West of Atlantic Avenue
9. Firestone Boulevard East of Atlantic Avenue

The proposed driveway locations at the site will be studied to determine whether project related traffic will have any circulation impacts and/or create unacceptable on-street queues and delay to existing traffic. This will include a queue analysis at the main driveways off of Atlantic Avenue to determine if a left turn pocket or right turn deceleration lane is needed for egress and ingress.

Please see following page for project vicinity and potential study area map.

- HP** City of Huntington Park (HP)
 1. Florence Avenue and California Avenue (Bell/Huntington Park Border)
 2. Santa Ana Street and Otis Street (South Gate/Huntington Park Border)
- B** City of Bell (B)
 3. Gage Avenue and Atlantic Avenue
 4. Florence Avenue and Otis Avenue
 5. Florence Avenue and Atlantic Avenue
- C** City of Cudahy (C)
 6. Live Oak Street and Atlantic Avenue
 7. Clara Street and Atlantic Avenue
 8. Elizabeth Street and Atlantic Avenue
 9. Santa Ana Street and Atlantic Avenue
 10. Cecelia Street (WEST) and Atlantic Avenue
 11. Cecelia Street (EAST) and Atlantic Avenue
 12. Patata Street and Atlantic Avenue
- SG** City of South Gate (SG)
 13. Firestone Boulevard and Atlantic Avenue
 14. Southern Avenue and Atlantic Avenue
 15. Tweedy Boulevard and Atlantic Avenue
 16. Michigan Avenue and Atlantic Avenue
 17. Firestone Boulevard and California Avenue
 18. Tweedy Boulevard and California Avenue
 19. Tweedy Boulevard and Otis Street
 20. Firestone Boulevard and Otis Street
 21. Independence Avenue/Ardmore Avenue and Otis Street
 22. Firestone Boulevard and Garfield Avenue/Eastern Avenue
- L** City of Lynwood (L)
 23. Abbott Road and Atlantic Avenue
 24. Imperial Highway and Otis Street
 25. Imperial Highway and Atlantic Avenue
- BG** City of Bell Gardens (BG)
 26. Florence Avenue and Eastern Avenue
 27. Garfield Avenue and Eastern Avenue (South Gate/Bell Gardens Border)
- D** City of Downey (D)
 28. Old River School Road and Firestone Boulevard
- 710 Freeway Ramps**
 29. 710 SB On/Off Ramp (Florence Avenue – Bell)
 30. 710 NB On/Off Ramp (Florence Avenue – Bell)
 31. 710 SB Off Ramp (Abbot Road – South Gate)
 32. 710 SB On/Off Ramp (Firestone Boulevard – South Gate)
 33. 710 NB On/Off Ramp (Firestone Boulevard – South Gate)
 34. 710 SB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)
 35. 710 NB On/Off Ramp (Imperial Highway – South Gate/Lynwood Border)

- ★ Possible Project Site Locations
- Proposed Intersection Count Locations
- CWP Locations (Proposed Intersection Count Locations)
- ⚡ Proposed 24-Hour Tube Count Locations



4. Estimate the number of new trips to be generated by the proposed Casino and Restaurant during each of the study periods; weekday, Friday night and Saturday night. The assumptions used for estimating Casino traffic will be approved/refined by discussions with the City and Casino Management. Trips generated by the restaurant will be calculated based on the Institute of Transportation Engineers Trip Generation Manual (ITE) 9th Edition. After the amount of trips are determined the project related trips will be assigned to various roadway segments and intersections with regional trip distribution percentages of car trips established in accordance with trip origin-destination assumptions, engineering judgement and in consultation with City staff. This task will also include calculation of trips generated by any occupied existing use at the proposed parcel. Since the proposed Casino will replace existing use, traffic generated by a use that is presently occupied will be estimated and will be subtracted from the total proposed trips generated by the Casino to arrive at the amount of “New” trips that will be on the roadways due to the proposed project. We have attached a draft project trip generation table.
5. Estimate peak hour and daily trips generated from any approved but not yet constructed projects in the vicinity. Trips generated by these projects will be generated by using the standard ITE Trip Generation Manual 9th Edition. These trips will then be distributed throughout the study network to determine a related project condition. A list of projects to be included in the study with available identifying information will need to be obtained from City staff and from staff at adjacent agencies using any available records such as submitted traffic studies or project applications. Distribution percentages will be based on traffic studies, regional distribution assumptions, professional judgement and consultation with City staff.
6. Following local guidelines, a level of service (LOS) analysis using the Intersection Capacity Utilization (ICU) methodology at signalized intersections or the 2000 Highway Capacity Manual method at freeway ramps will be used to determine operating conditions at all study locations. All locations will be evaluated using the TRAFFIX 8.0 software program. A level of service (LOS) with and without the project will be compared to identify any project related impacts. If the project exceeds thresholds for determining project impacts than mitigation measures will be prepared and a LOS analysis showing before and after conditions will be conducted. Base future traffic conditions will be determined using an ambient growth rate as found in the Congestion Management Program Exhibit D-1.

A level of service analysis will be completed for the following scenarios for each time period; weekday commute AM and PM, Friday peak hour and Saturday peak hour:

- Existing Conditions
- Opening Year Base (Existing + Ambient Growth Factor)
- Opening Year + Proposed Project Traffic
- Opening Year + Proposed Project Traffic + Related Projects Traffic
- Conditions with and without any Mitigation Measures
- Horizon Year or built out 2035 Base Conditions
- Horizon Year Cumulative 2035 Conditions with Project Conditions
- Horizon Year 2035 With and Without Mitigation Measures

7. Identify and develop appropriate traffic impact mitigation measures to reduce project-related impacts, if any, at the study locations to a level of insignificance (LOS D or above) or to an operating level prior to the addition of project traffic.
8. Prepare a Draft Traffic Impact Study (TIS) report summarizing the results of analysis with suitable text, figures, tables and exhibits in accordance with City and County traffic study guidelines, and submit to the city for review, comments and approval.
9. Prepare the final version of the TIS report incorporating any comments/questions on the study from the City that will not require additional technical analysis beyond the scope of work proposed. All data and calculations will be included in a technical appendix. This task includes the preparation of the report and response to comments by the City. The traffic impact study report will be stamped and signed by a registered professional engineer. 3 bound copies and 1 electronic copy will be provided to the City.

FEE

The fee breakdown for the scope of services as listed above is provided in the attached table. The scope and thereby the fee could change after discussions with City staff. The final fee would reflect any changes to the scope of services to be provided.

Staffing and Estimated Budget Allocations	Sr. Eng Sr. Traffic Eng	Transportation Analyst	Staff Eng Associate Eng	Engineering Tech	Est. Total
	\$155	\$130	\$120	\$65	
Collection and Analysis of Operational Data from Agencies	2	8	8	8	\$2,830
Field Reviews, Data Collection of Existing Field Conditions	8	12	12	12	\$5,020
Summary of all Field Count Data, Measurements, Land Use, etc.	2	8	24	8	\$4,750
Trip Generation and Distribution of Project Traffic and Related Projects	8	24	8	0	\$5,320
LOS Analysis for 4 Separate Time Periods for each study scenario	12	48	16	0	\$10,020
Mitigation Measures and Analysis	12	48	16	0	\$10,020
Preparation of Draft Report with all Figures, Tables and Text	24	56	24	8	\$14,400
Preparation of Final Version of Report incorporating Comments	12	24	12	0	\$6,420
Meetings Budget Allocation (It is anticipated that more than usual number of meeting may be necessary with City, Public, City Council/Planning Commission, Public/Community, etc. due to the nature of such projects. At this point, a budget is provided as an estimate based on 8 meetings. It is assumed, the meetings will be attended by Sr. Eng/Traffic Eng and Transportation Analyst, and 4 hrs by each staff per meeting. Plus, 4 hrs for document and minute preparations for each meeting by support staff.	32	32	32	0	\$12,960
Labor Subtotal	112	260	152	36	\$71,740
Manual Intersection Peak Hr Counts by count contractor (Weekday 7:00-9:00, 14:00-18:00)			40	\$225	\$9,000
Manual Intersection Peak Hour Counts by count contractor (Friday 22:00 to 24:00)			14	\$175	\$2,450
Manual Intersection Peak Hour Counts by count contractor (Sat 21:00 to 23:00)			14	\$175	\$2,450
24 Hour Tube Counts by count contractor (3 days: Thurs, Fri and Sat- 9 loc x 3 days=27)			27	\$75	\$2,025
Reproduction Cost Budget Allocation Estimate					\$1,000
TOTAL					\$87,665

We look forward to meeting with the City Management Staff to discuss our proposal, and incorporate any suggestions City may have, and develop a consolidated services contract for an efficient and cost effective full municipal contract services.

Sincerely,

Ali Cayir

Ali Cayir, PE
Principal

Jana Robbins

Jana Robbins, PTP, Professional Transportation Planner

Attachment: Summary of Qualifications

D:\DROPPBOX (TRANSTECH ENGINEERS)\PROPOSALS\2015\P-15.096 CUDAHY CASINO PROPOSAL\PROPOSAL\P-15.096 CUDAHY CASINO PROPOSAL.DOCX

SERVICE CAPABILITIES

Transtech, established in 1989, is a full service municipal engineering consulting firm. Our main service areas in municipal engineering include contract Building and Safety, City Engineer, City Traffic Engineer, Grant Writing, CIP Program Management, Design and Construction Management. Our service capabilities include:

- Municipal Engineering, City Engineer, City Traffic Engineer, Capital Improvement Projects, Development Review, Plan Check.
- Building and Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement.
- Housing/Rehabilitation Program Management, CDBG Program Management, Housing/Building Improvement/Evaluations.
- Federally Funded Project Management and Grant Applications Preparation.
- Planning.
- Civil Engineering, Freeways and Interchanges, Local Streets and Roads, Sewerage, Water and Storm Drain, Pavement Management System, Grading Studies.
- Program and Construction Management, Owner Representative, Contract Administration, Construction Inspection, Labor Compliance.
- Traffic and Transportation Planning and Engineering.
- Surveying, Mapping, ALTA, Right-of-way Engineering.
- Emergency and Disaster Response, Support and Recovery Services.
- Transtech also serves as Interim Director of Public Works Department for various Cities on as needed basis.
- Transtech has extensive experience in grant writing and administration. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, right-of-way), processing E-76 authorizations, and managing the project. We have facilitated approximately \$70 million in funds for our clients' public works projects and transportation improvements.

TRAFFIC AND TRANSPORTATION ENGINEERING/PLANNING:

Transtech serves as contract traffic engineer for a number of municipalities in Los Angeles County, and are very knowledgeable of traffic and transportation issues and trends locally and regionally. We work and coordinate with Los Angeles County, MTA, SCAG and Caltrans on various projects on behalf of our local agency clients. We advise our client cities on actions needed to comply with County, State, and Federal regulations related to city streets, traffic regulation and traffic management. We provide technical expertise and recommendations, and conduct necessary surveys and prepare reports on traffic related issues, and present them at Commission and/or Council Meetings. We manage and coordinate with our client’s signal maintenance contractors regarding signal timing and coordination, and advise when to improve the signal timing efficiency when necessary. We prepare traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, respond to City requests, citizen complaints and attend Traffic Commission meetings. We review traffic impact studies submitted by developers, provide traffic study guidelines to other consultants preparing TIA’s and represent the City at planning commission and council meetings when these projects are reviewed and presented. We also assess safety for pedestrians, buses and bicycles by reviewing master plans completed for transit and bicycles as well as safe walk to school routes. Following are various traffic engineering projects and studies completed by Transtech:

Traffic Safety Review and Recommendations

Client	Project Title	Brief Summary
City of Commerce	Focused Traffic Impact Study	Preparation Of Traffic Study To Identify And Evaluate The Traffic Impacts Of Eliminating The Westbound Left Turn Movement At The Intersection Of Washington Blvd And Cobb Street To Improve Traffic Flow Along Washington Boulevard.
City of Commerce	Focused Traffic Impact Study and Safety Review	Preparation Of A Traffic Study To Identify And Evaluate The Traffic Impacts Of Modifying The Median Islands In Front Of McDonalds And Costco Facilities And Provide Recommendations To Improve Vehicular Safety.
City of Inglewood	Crenshaw “S” Curve Safety Review	A Safety Assessment Of Traffic Conditions Along Crenshaw Boulevard Between Manchester Boulevard And 79 th Street. The Assessment Was Needed Due To The Horizontal Curve, The High Number Of Accidents That Occur Annually Along This Roadway. Staff Later Prepared a HSIP Funding Package for Submittal. The HSIP Funding was successful.

Traffic Calming Review and Recommendations

Client	Project Title	Brief Summary
City of Alhambra	Pine Street Cut-Thru Traffic Assessment	As Part Of Ongoing Efforts To Improve Safety, Reduce Accident Potential And Improve Traffic Conditions On Pine Street Between Huntington Drive And Atlantic Boulevard, Studies Were Conducted And Recommendations Developed For City Council’s Consideration. Project Went Thru City Council, Traffic Commission Review And Approvals As Well As Coordination With South Pasadena.

City of Alhambra	Norwood Traffic Calming Study	An Initial Review Of The Traffic Patterns And Volume Entering And Exiting Norwood Avenue South Of Valley Blvd In Order To Assess The Magnitude Of Traffic Currently Using Residential Streets In Order To Bypass Congestion On Valley.
City of Inglewood	North City Traffic Calming	Traffic Calming Study For The Residential Area Bordered By Centinela Avenue To The South, La Cienega Blvd To The West, La Brea Avenue To The East And Slauson To The North. Transtech Prepared An Initial Review Of The Traffic Patterns And Volume Entering And Exiting The Above Mentioned Neighborhood.

School Site Review

Client	Project Title	Brief Summary
City of Alhambra	Mark Keppel High School	Relocation Of An Existing School Crosswalk In Front Of The Mark Keppel High School And The Relocation Of The Crosswalk. This Project Went Thru School District And Council Review.
City of Alhambra	Fremont School	Site Assessment Of Current Drop Off And Pick Up Policies As Well As Review Of Existing Signage And Striping. Recommendations For New Valet Program And Signage And Striping.
City of Inglewood	John Wilder Academy	Comprehensive Review Of Drop-Off And Pick-Up Operations And Traffic And Pedestrian Circulation At Wilder Academy. This Project Went Thru Council Member, Academy And Council Review.
Pomona Unified School District	School Site Assessments and Traffic Circulation for (5) school sites	Cortez Elementary School, Montvue Elementary, Rio Rancho Elementary, Philadelphia Elementary, Dudley Elementary
Whittier School District	School Site and Traffic Circulation Assessment	Benton Middle School
City of Huntington Park	School Site Review & Assessment of Crosswalks, Crossing Guards, & Signage	Nimitz Middle School, Hope Elementary School, San Antonio Elementary, South Region Elementary School

Preparation of Warrants for All-Way Stop, Traffic Signals, Beacons and Pedestrian Devices

Client	Project Title	Brief Summary
City of Alhambra City of Commerce City of Inglewood City of Huntington Park	Various Focused Reports Prepared for Public Works or Traffic Dept.	Prepared Traffic Review With Existing Conditions Analysis, Observations, Counts For The Preparation Of Various Warrants Using CAMUTCD and CVC. Went to PW and Traffic Commission
Project Category:	<i>Preparation of Data Required for CMP Submittal</i>	

Client	Project Title	Brief Summary
City of Alhambra City of Inglewood City of Compton	Preparation of CMP Data	Information Included Peak Hour Count, LOS Analysis And Letter Report.

Preparation of City-Wide Engineering and Speed Survey

Client	Project Title	Brief Summary
Various Cities	Citywide Engineering and Speed Survey	Prepared The City-Wide Engineering And Speed Surveys. Transtech Staff is radar certified with the Rio Hondo College Justice Center.

Peer Review of Traffic Studies Prepared by Outside Consultants Submitted to Client Cities

Client	Project Title	Brief Summary
City of Alhambra	Main Street Master Plan Various Small Studies	Preparation Of Scope And The Review Of Traffic Studies For Proposed Development Projects within each City
City of Commerce City of Inglewood	Co Development Hollywood Park	
UC Riverside	2 nd Phase of West Side Campus	

Full Traffic Impact Reports and Parking Analysis

Client	Project Title	Brief Summary
Private Developer	Restaurant Depot TIA in the City of Diamond Bar	Traffic Impact Analysis Is To Evaluate The Traffic Circulation Impacts Of Developing A Project With Warehouse Distribution Use Called "Restaurant Depot".
Private Developer	Big Bear Galleria in City of Big Bear	Full Traffic Impact Analysis For A Commercial And Shopping Site In Big Bear Lake.
Private Developer	Carl's Junior in County Area of San Bernardino	Full Traffic Impact Analysis For A Fast Food Restaurant
City of San Bernardino	City General Plan Update	Transtech Prepared The Circulation Element And EIR/Traffic Study For The City's 2005 General Plan Update. The Proposed Land Use Plan And Its Impacts Were Analyzed. The Study Included Approximately 100 Intersections And 80 Street Segments. Future Traffic Condition Scenarios Were Developed Using State-Of-The-Art Transportation Planning Modeling Software.
City of San Juan Capistrano	Master Plan for Downtown Area	Determine The Historic Town Center Master Plan's Potential Impacts On The City Of San Juan Capistrano's Transportation System And To Identify Strategies For Improving The Transportation System's Overall

Private Developer	Shandin Hills TIA in the City of San Bernardino	Effectiveness Through A Multimodal Approach. Traffic Assessment Of Project Impacts Of The Proposed Master Plan Community Which Is Comprised Of Housing, Commercial And Schools.
UC Riverside	West Campus Development Project	Determine Potential Impacts On The Surrounding Circulation System With The Development Of An Expanding Campus, Site And Student Enrollment.
City of Lawndale	City-Wide Parking Study	The Study Took A Comprehensive Look At The Parking Supply And Demand Issues That Explain The Parking Deficiencies In The City. The Study Conducted A City-Wide Occupancy Survey Of Both On-Site And On-Street Parking And Described Options Developed To Address The Deficiencies.
City of Industry	Grand Central Material Recovery Facility	Prepared comprehensive area wide traffic impact study to identify the potential impacts associated with development of the proposed Industry Materials Recovery Facility (MRF).
City of San Marcos	San Elijo Ranch Development EIR/Traffic Study	Prepared An EIR/Traffic Impact Study For A 3,200 Unit San Elijo Ranch Development Project. The Study Area Encompassed A 5 Mile Radius From The Center Of The Development
City of Torrance	City-Wide Safe Route to School Project	Evaluated Existing Signage, Striping And Traffic Conditions Around 32 Schools In The City Of Torrance. This Included The Preparation Of Safe Route To School Maps And Recommendations For Each School.
City of Huntington Beach	Pedestrian Study	Produced This Report As Part Of An Effort By The City Of Huntington Beach To Evaluate The Impacts Of Main Street Two Block And Three Block Street Closures During Weeknight Surf City Events And Weekend Events.

BUILDING AND SAFETY, AND CITY ENGINEER SERVICES

Transtech serves as Contract Building Official and City Engineer for a number of agencies. Currently, we are under contract for similar services with the following agencies:

- Alhambra: Building Official, Plan Check, Inspection, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Huntington Park: Building Official, Plan Check, Inspection, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- Hawaiian Gardens: Building Official, Plan Check, Inspection, Permit Processing.
- Commerce: Map and Plan Check, Building Permit Processing Staff Augmentation/Support, Commerce CIP Program Management.
- Cudahy: Building Plan Check, CIP Program Management.
- South Pasadena: Building Official, Plan Check, Inspection, Permit Processing.
- Temple City: Building Official, Plan Check, Inspection, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Dev Inspection, Map and Plan Check, Permit Processing, Traffic Impact Report Review and Prep.
- San Manuel Indian Reservation and Casino: Building Official, Plan Check, Inspection, Casino Expansion Plan Check, Code Inspection.
- Monterey Park: Building Inspection, Plan Check, City Engineer, Traffic Engineer, CIP Program Management, Dev Review, Map and Plan Check, Traffic Impact Report Review and Prep.
- County of Riverside, EDA, Engineering and Building Evaluation Services.

Transtech also has extensive experience in Plan Check, Inspection and Construction Management of large and complex projects, such as:

- Casino Expansion for at San Manuel Indian Reservation: Transtech recently completed plan check on started building inspection services for Casino expansion project for San Manuel India Reservation. Project Value \$40m. Transtech is the reservations Building Official, Plan Checker and Inspector.
- Casino Construction Project for City of Hawaiian Gardens: Transtech is currently providing building inspection services for the project. Transtech is the City's Building Official, Plan Checker and Inspector. Project Value \$60m.
- TACC Cultural Center Development, Lanham, MD: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$100m.
- City of Alhambra Civic Library Project: Transtech provided plan check, inspection, construction management and owner representative services for the construction of 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m. Transtech is the City's Building Official, Plan Checker and Inspector.
- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Transtech provided inspection and construction management services for the construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m. Transtech is the City's Building Official, Plan Checker and Inspector.
- City of Commerce City Hall Addition and Rosewood Community Center. Construction of 20,000 SF addition to existing City Hall, new Community Center. Project value: \$20m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Transtech provided plan check, inspection and construction management services for the renovations adoptive reuse of 60,000 sf historical Santa Fe Train Depot. Project Value: \$20m. Transtech also served as Interim Building Official, Plan Checker and Inspector for the City.
- Alhambra Redevelopment Agency Downtown Revitalization Program: Transtech provided plan check, inspection, construction management and owner representative services for the revitalization program, which involved various projects, including Fremont Plaza (modifications/reconstruction of existing buildings for lease by ToysRUs

and Party City, construction of a new 30,000 SF store for PetSmart, and various other retail buildings) and Downtown Revitalization (modification/upgrade of existing buildings for Starbucks, 4 Restaurants and various retail businesses). Project Value \$50m. Transtech is the City's Building Official, Plan Checker and Inspector.

Licenses and Certificates of the Firm and Staff members include:

- ICC Certified Building Official
- CASp, California Access Specialist
- ICC Certified Building, Electrical, Mechanical and Plumbing Plans Examiner
- ICC Certified Fire Plans Examiner
- Accessibility Plans Examiner
- CalGreen-California Green Building Plan Examiner
- ICC Certified Commercial Building, Electrical, Mechanical and Plumbing Inspector
- Accessibility Inspector
- CalGreen-California Green Building Inspector
- IAPMO Certified Plumbing, Mechanical Inspector
- CA Commercial and Res Plumbing Inspector Plumbing Inspector UPC
- CA Residential Mechanical Inspector
- CACEO Certified Code Enforcement Official Professional Licensed Engineer (PE, SE, ME, EE)
- Professional Licensed Traffic Engineer (TE)
- Professional Licensed Land Surveyor (PLS)
- Qualified Storm Water Pollution Prevention Plan Developer (QSD)
- Qualified Storm Water Pollution Prevention Plan Practitioner (QSP)
- Licensed General Contractor A and B

Our Building and Safety staff members have served and/or are currently serving on various ICC and Building Official Committees, including:

- Chair; ICC Sustainability Membership Council
- Chair; ICC Los Angeles Basin Chapter Inspection Committee
- Commissioner; ICC Codes & Standards Council
- Commissioner; CALBO Green Committee
- ICC Los Angeles Basin Chapter Board of Directors
- ICC Building Officials Membership Governing Council
- ICC Code Development Committee Vice Chair
- ICC Technology/Web Advisory Group
- IAS Accreditation Committee

CIVIL ENGINEERING/DESIGN:

- State Route 710 Interim Improvements and Fremont Ave. Widening/Realignment: Prepared PS&E as well as provided construction management and inspection services for 3 federally funded projects in Alhambra. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. The project also involved coordination with Caltrans and encroachment permit processing/approval, as portions of the project was in Caltrans jurisdiction. These projects were all federally funded, requiring processing for E-76 through Caltrans Local Assistance. The total cost for 3 projects was \$20M.
- City of Alhambra Valley Boulevard Widening Project: Prepared PS&E as well as provided construction management and inspection services for Valley Boulevard widening from west to east city limits. The project was funded by a federal grant. Transtech was responsible for compliance with all requirements as detailed in Caltrans Local Program Manual, and Reengineering” including: completing Preliminary Environmental Documents, Right-of-Way Engineering, and certifying PS&E compliance to Caltrans. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Cost \$6M.
- Mission Boulevard Widening: Prepared PS&E as well as provided construction management and inspection services for Mission Boulevard widening and reconstruction. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping plans. Transtech/Mapco also provided construction management and inspection services for the project. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost \$3M.
- City of Commerce, Washington Boulevard Overlay Project: Prepared PS&E for the rehabilitation of Washington Boulevard between the I-5 Freeway and Atlantic Boulevard in the City of Commerce. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. The total cost \$1M.
- City of Baldwin Park, Francisquito Avenue Overlay Project: Prepared PS&E for the rehabilitation of Francisquito Avenue between west and east city limits in the City of Baldwin Park. The project involved coordination with Caltrans, and was federally funded and required processing for E-76 through Caltrans Local Assistance. Cost \$1.4M.
- CSUSB (Cal State SB University) San Bernardino Campus Access Road: Prepared PS&E and provided construction administration for the project. Improvements included approximately 1 mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$6M.
- CSUSB (Cal State SB University) Perimeter Road for CSUSB Palm Desert Campus: Prepared PS&E for the project. Improvements included street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$1M.
- CSUSB (Cal State SB University): Campus Health Center Expansion: Prepared PS&E for the project for grading, utilities and civil engineering. Cost \$8M.
- University of California, Riverside - West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities. Cost \$20M.
- City of San Bernardino Campus Parkway Roadway Design: Prepared PS&E as well as provided construction management and inspection services for the project. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping. Cost \$6M.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Jumpstart Improvement Project: Prepared PS&E for Federally Funded Jump Start Improvement Package #1-Rail Grade Crossing Improvements for Alameda Corridor Agency East (ACE). Project involved 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$8M.

- City of Glendale I-5/Colorado Off-ramp Realignment: Designed the realignment and reconstruction of the I-5/Colorado Off-ramp, including roadway, drainage, signal, striping and traffic control under Caltrans Encroachment permit. Cost: \$1m.
- City of Torrance Crenshaw and Skypark Reconstruction Projects: Prepared PS&E for Federally Funded reconstruction/rehabilitation of Crenshaw Boulevard and Skypark Avenue (2 separate projects). Transtech also provided construction management services for the project. Cost: \$3m.
- City of Commerce-Street Rehabilitation Program, Tubeway and Yates Reconstruction/Overlay: Prepared PS&E for 2 projects. The projects involved roadway rehabilitation and reconstruction, storm drain, water and sewer design. Transtech also provided construction management services for the project. Cost: \$0.5m.
- Riverside County Economic Development Agency, Real Estate Division, Engineering and Construction Services on various housing, real estate and infrastructure projects.
- City of San Bernardino, Sewer upgrade project: Preparation of a project PSE for upgrade of main sewer lines at various locations per the City's Sewer Master Plan. Cost: \$1.2 m
- City of Commerce - Master Sewer Study Telegraph Corridor re-vitalization project: Documentation of existing system. Design capacity analysis based upon land use designations. Produced master plan study report for the project along with cost estimates.
- Northpark Boulevard Sewer Extension - Half mile gravity sewer main extension for University Park Subdivision in the City of San Bernardino: Project required special structural designs and encroachment permitting for crossing 100' aqueduct right-of-way.
- University Park Storm Drain Design: Design of storm drain system with pipes ranging in size from 18 to 60 inches and trapezoidal channel design for 4500 cfs.
- Penasquitos Canyon Trunk Sewer: PS&E for two miles 36-inch gravity sewer including design study reports. City of San Diego.
- Ranch Santa Fe Road Sewer Project: Relocation and rehabilitation of 1.5 miles of sewer main. City of San Marcos (by Transtech's VP, David Ragland while employed with another firm).
- Fremont Avenue Water, Storm Drain and Sewer: Design of water, storm drain and sewer improvements for the Fremont Avenue Widening project from Valley to Common Wealth in the City of Alhambra.
- City of San Bernardino Water Projects: Design and construction management of 3500 feet of 20 to 36 inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12 inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of Riverside Water Projects: Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.
- City of San Marcos Water Projects: Structural arch and encasement designs for road crossings over various SDCWA pipelines up to 108 inches in diameter. Design of 30-inch CMLC steel water transmission main and pressure reducing stations. Included structural designs for hanging the waterline on a bridge (by Transtech's VP, David Ragland while employed with another firm).
- Rainbow Water District Water Projects: Design of over 15,000 feet of 8-inch to 16-inch steel water main for the Polo Club project in San Diego County (by Transtech's VP, David Ragland while employed with another firm).
- City of Carlsbad Water Projects: Design of many thousands of feet of PVC and DIP water lines for multiple subdivisions in the City with Carlsbad Municipal Water District and the Olivenhain Water District (by Transtech's VP, David Ragland while employed with another firm).

MASTER PLANS, FEASIBILITY STUDIES, FACILITIES NEEDS ASSESSMENT:

- San Elijo Hills Specific Plan. Provided planning, engineering, surveying services for the design and development of the 2,000 acre 3,500 dwelling unit Specific Plan and Master Tentative Map in the City of San Marcos.
- Shandin Hills Specific Plan. Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240 acre 1049 dwelling unit community in the City of San Bernardino. Drafted the Specific Plan and prepared the master tentative map.
- Arrowhead Springs Specific Plan (including annexation into the City): 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino) Drainage, Sewer and Water Master Plan: Approximately 500 acre area for future 1,100 unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, utilities) needs and assessment and cost analysis for this future development.
- University Development Master Plan (San Bernardino): Approximately 200 acre site in association with the City of San Bernardino, Watson Development and Cal-State SB for the development of 200 residential, mixed use, live-work, retail, office and student housing, educational and training facilities and offices for Cal State SB University.
- Otay Ranch Sub Regional Plan. Member of the development task force for the Land planning, infrastructure preliminary design and assessment. The task force developed project development alternatives based on discussions of the planning issues and local concerns, environmental constraints and opportunities and to review and make policy recommendations. The initial planning effort was to implement the Board of Supervisors' Policy for the United Enterprise Holdings of approximately 22,000 acres in the County of San Diego and City of Chula Vista. This included the establishment of the planning guidelines and procedures to accomplish the staged planning and development of the Otay Ranch "New Town" project (by Transtech's VP, David Ragland while employed with another firm).
- Kelly Ranch Master Plan. This was a 433 acre 1,600 dwelling unit master plan overlooking the Agua Hedionda Lagoon in the City of Carlsbad. VTN provided the planning and engineering for the approval of the Master Plan and Master Tentative Map. The project included significant onsite and offsite infrastructure improvements that were financed by an assessment district. The project was later sold to Hillman Properties, who subsequently developed the last phases of the project. I was brought on by Hillman Properties to provide in-house consulting services relating to the construction, assessment district oversight, sales negotiations, and owners representative (by Transtech's VP, David Ragland while employed with another firm).
- Aviara Master Plan. Prepared land use planning studies, tentative maps, engineering design, reports, plans and specifications for the development of the 1,500 acres 2,000 home golf course and resort community in the City of Carlsbad. Prepared one of the first Public Facility Financing Plans for the City of Carlsbad (by Transtech's VP, David Ragland while employed with another firm).
- Parkway Business Centre: Design and construction of the 460 Acre industrial park including South Poway Parkway for ADI Properties, Inc. Also served as Assessment Engineer for Communities Facilities District (by Transtech's VP, David Ragland while employed with another firm).
- University of Riverside West Campus Infrastructure Needs Assessment and Master Plan, including sewer, storm drain, water.
- City of Alhambra Fremont Plaza (Old Sears Head Quarters Upgrade and Renovation evaluation for retail use (Transtech also served as PM/CM/Owners Representative). Project Value: \$10m.
- County of Los Angeles Health Center Building Evaluation for City of Alhambra for Community Center Use (After initial evaluation, the building was deemed to be not suitable for the proposed use).
- City of Monterey Park, City Public Works Yard Evaluation and Needs Assessment for new Yard (City is in negotiations with a developer to exchange existing PW yard land for a new land at a different location).

- City of Monterey Park City-wide Parks (13 parks) ADA Deficiencies Assessment Study (Transtech also prepared improvement plans and the project is currently going into construction phase). Project Value: \$2m.
- City of Huntington Beach Economic Development Agency, Condition Assessment/Facility Evaluation Report for Art Center Building After initial evaluation, the building was deemed to be not suitable for the proposed use).
- City of Temple City, City-wide ADA and sidewalk master plan, and deficiencies (Currently the City is in the process of implementing the improvements using CDBG funds. Transtech is serving as PM/CM/Owners Representative). Project Value: \$2.5m.
- City of Alhambra Street Lighting Master Plan.
- City of San Marino Master Lighting Plan.
- TACC Cultural Center Development Master Plan, Lanham, MD (Transtech is also serving as PM/CM/Owners Representative). Project Value: \$80m.
- City of San Bernardino Historic Santa Fe Rail Depot Upgrade and Renovation evaluation for adoptive use (Transtech also served as PM/CM/Owners Representative). Project Value: \$20m.
- Riverside County Economic Development Agency, Real Estate Division, Engineering and Construction Services on various housing, real estate and infrastructure projects.

CONSTRUCTION MANAGEMENT SERVICES (INFRASTRUCTURE/ROADWAY-TYPE A PROJECTS):

- *Rosemead Safety and Enhancement and ADA Improvements Project (Federally Funded), City of Temple City.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$20m.
- *Nason/Cactus Roadway Improvements Project, City of Moreno Valley.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project Value: \$20m (Transtech won 2013 Construction Management Association of America-CMAA, Project Award for this Project).
- *Rte 71/Mission Bl Grade Separation Project (Federally Funded) City of Pomona.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved construction of a grade separation. Caltrans was the oversight/jurisdictional Agency. Cost \$40m.
- *710 Freeway Interim Improvements and Fremont Widening Project (Federally Funded), City of Alhambra.* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost: \$15m.
- *Via Duct Boulevard/2nd Street Realignment and Metrolink Parking Facility, City of San Bernardino Project:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$6m.
- *CSUSB (Cal State SB University) San Bernardino Main Access Road:* Prepared PS&E and provided construction administration for the project. Cost \$5m.
- *Valley Boulevard Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the 710 Freeway ramps under Caltrans Encroachment Permit. Cost \$3m.
- *New Avenue, from North to South City Limit Rehabilitation and ADA Improvements Project (Federally Funded), City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Project also involved coordination with Caltrans for work at the I-10 Freeway ramps under Caltrans Encroachment Permit. Cost \$2m.
- *Garfield Rehabilitation and ADA Improvements Project (Federally Funded), Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$2m.
- *Main Street Rehabilitation, from West to East City Limit Project, City of Alhambra:* Provided CM/Resident Engineer, Inspector, Office Engineer Services. Project was inspected and managed in compliance with Caltrans Local Assistance Procedures Manual. Project involved reconstruction, pavement overlay, medians, landscape, curb and gutter, sidewalk, traffic signals, utilities and other misc. improvements. Cost \$3m.

- Transtech also has extensive experience in managing federally funded projects. In the past few years, our staff has managed over 20 federally funded projects through Caltrans Local Assistance in compliance with Local Assistance Procedures Manual as required in federally funded projects. Services included obtaining E-76 authorization for each project phase as necessary, and prepared all necessary paper work and approval process, fund reimbursement, labor compliance and contract administration throughout the project, from PE through CE, as well as serving as Resident Engineer and Inspector during construction. Below is a listing of similar experience projects, with Federal Project Numbers (in alphabetical order by Agency Name/Project Name):
 - CITY OF ALHAMBRA-ALHAMBRA RD REHABILITATION, WCL TO ECL; Agency Project No: Federal Funded Project ESPL-5130(014)
 - CITY OF ALHAMBRA-FREMONT OVERLAY FROM COMMONWEALTH TO NCL, MONTEZUMA TO SCL; Agency Project No: Federal Funded Project STPL - 5130 (012)
 - CITY OF ALHAMBRA-GARFIELD AVE REHABILITATION, I-10 FWY TO MAIN ST, ALHAMBRA RD TO ATLANTIC BL; Agency Project No: Federal Funded Project STPL-5130(018)
 - CITY OF ALHAMBRA-JOSYLIN CENTER EECBG IMPROVEMENTS; Agency Project No: Federal Funded Project EECBG DE-FOA-0000013
 - CITY OF ALHAMBRA-MAIN ST REHABILITATION, HUNTINGTON DR TO ECL; Agency Project No: Project N2M11-68
 - CITY OF ALHAMBRA-MISSION BL RECONSTRUCTION FROM GARFIELD TO ECL; Agency Project No: Federal Funded Project HP21L-5130(011)
 - CITY OF ALHAMBRA-NEW AVE REHABILITATION, I-10 FWY TO NCL; Agency Project No: Federal Funded Project ESPL 5130(016)
 - CITY OF ALHAMBRA-POPLAR OVERLAY; Agency Project No: Federal Funded Project ESPL-5130(015)
 - CITY OF ALHAMBRA-SRTS SAFE ROUTE TO SCHOOL, COMMONWEALTH AVE, CURTIS AVE, ALHAMBRA RD, SECOND ST; Agency Project No: Federal Funded Project SRTSL-5130(017)
 - CITY OF ALHAMBRA-VALLEY BL RECONSTRUCTION, WCL TO CAMPBELL AVE; Agency Project No: Federal Funded Project HPLUL 5130(013)
 - CITY OF ALHAMBRA-VALLEY/FREMONT WIDENING; Agency Project No: Federal Funded Project FCRL-5130(005)
 - CITY OF ALHAMBRA-710 INTERIM IMPROVEMENTS, VALLEY FIBEROPTIC; Agency Project No: Federal Funded Project RPL-5130(009), 07-LA-710 PM26.5/27.5, EA. 07279 - 187701-A
 - CITY OF BELL-FLORENCE AVENUE OVERLAY PROJECT; Agency Project No: Federal Funded Project STPL-5272 (007)
 - CITY OF COMMERCE-CDBG FUNDED ADA RAMPS AT VARIOUS LOCATIONS; Agency Project No: CC NO. 0201
 - CITY OF COMMERCE-FLOTILLA ARRA PROJECT; Agency Project No: Federal Funded Project LAES427
 - CITY OF COMMERCE-GARFIELD AVE, TELEGRAPH RD TO MALT AVE OVERLAY; Agency Project No: Federal Funded Project LSSTPL045
 - CITY OF COMMERCE-SAFE ROUTE TO SCHOOL; Agency Project No: Federal Funded Project STPLHSR-5362(009)
 - CITY OF COMMERCE-SLAUSON AVE OVERLAY; Agency Project No: Federal Funded Project STPL-5362(011)
 - CITY OF COMMERCE-SR2S AND FTA BUS SHELTER CONSTRUCTION; Agency Project No: Federal Funded Project SR2SL-5362(013)
 - CITY OF COMMERCE-TRAFFIC SIGNAL IMPROVEMENTS; Agency Project No: Federal Funded Project STPLHG-5362(008)
 - CITY OF COMMERCE-WASHINGTON ST RECONSTRUCTION, 710 FWY TO COBB ST
 - CITY OF COMMERCE-WASHINGTON BL OVERLAY, FIDELIA ST TO ATLANTIC BL; Agency Project No: Federal Funded Project DPI-5362(012)

- CITY OF EL MONTE-ADA AND ST IMPROVEMENTS AT VARIOUS LOCATIONS; Agency Project No: Federal Funded Project 5210(018)
- CITY OF MORENO VALLEY-CACTUS & NASON STREET IMPROVEMENTS; Agency Project No: Agreement 08-33-011-00
- CITY OF POMONA-STATE RTE 71 AND MISSION BL GRADE SEPARATION; Agency Project No: Federal Funded Project STPLN-5070(009)
- CITY OF POMONA-CONSTRUCTION AND PROJECT MANAGEMENT STAFF EXTENSION CONTRACT
- RIVERSIDE COUNTY TRANSPORTATION COMMISSION-CORONA MAIN ST METROLINK TRANSPORTATION CENTER PARKING STRUCTURE; Agency Project No: 08-33-011-00
- CITY OF SAN BERNARDINO-VIA DUCT BOULEVARD ALIGNMENT AND RECONSTRUCTION, METROLINK SAN BERNARDINO PARKING FACILITY; Agency Project No: Federal Funded Project CML-5033(039)
- CITY OF SAN BERNARDINO-SANTA FE DEPOT HISTORIC RENOVATION; Agency Project No: Federal Funded Project 08-4105584L
- SAN BERNARDINO COUNTY HOUSING AUTHORITY-PROJECT AND CONSTRUCTION MANAGEMENT SERVICES; Agency Project No: U. S. Department of Housing and Urban Development Model Contract PC-662
- RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY-ON-CALL PROJECT AND CONSTRUCTION MANAGEMENT SERVICES
- CITY OF SAN CLEMENTE-CONSTRUCTION INSPECTION STAFF EXTENSION CONTRACT
- CITY OF TEMPLE CITY-ROSEMEAD BOULEVARD SAFETY AND ENHANCEMENT PROJECT; Agency Project No: Federal Funded Project CML 5365(007)

CONSTRUCTION MANAGEMENT (BUILDING-TYPE B PROJECTS):

- TACC Cultural Center Development, Lanham, MD: Construction of 310,000 sf cultural center, including Olympic Swimming Pool, Indoor Full Basketball Court, Museum, Performance Center, Restaurant, Religious Center, Monastery. Project Value: \$80m.
- City of Alhambra Civic Library Project: Construction of a 45,000 SF 2 story library with 2 levels of underground parking garage. Project Value: \$30m.
- Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge: Construction of a 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over rail road tracks. Project Value: \$24m.
- City of Alhambra Renaissance Plaza Parking Structure and Entertainment Center: Construction of a 5 level, approximately 600 space parking structure, as well as a 10 plex movie theater, and 3 restaurants and retail stores. Project Value: \$40m.
- City of San Bernardino Historic Santa Fe Depot Renovation: Construction of involved hazardous material abatement, building renovation, TI improvements, restaurant improvements, seismic and structural upgrade, new mechanical, electrical HVAC system and site improvements to renovate and reuse a 60,000 SF existing building. Project Value: \$20m.
- Alhambra Redevelopment Agency Downtown Revitalization Program: Revitalization program involved various projects (modification/upgrade of existing buildings for Starbucks, Restaurants, Retail,). Project Value \$10m.
- San Bernardino Downtown, 3rd Street mixed-use development: Transtech developed this mixed-use project in partnership with City and Private Institutions. Project Value: \$5m.
- City of Alhambra Fremont Plaza (Old Sears Head Quarters Upgrade and Renovation evaluation for retail use (Transtech also served as PM/CM/Owners Representative). Project Value: \$10m.
- County of Los Angeles Health Center Building Evaluation for City of Alhambra for Community Center Use (After initial evaluation, the building was deemed to be not suitable for the proposed use).
- City of Monterey Park, City Public Works Yard Evaluation and Needs Assessment for new Yard (City is in negotiations with a developer to exchange existing PW yard land for a new land at a different location).
- City of Monterey Park City-wide Parks (13 parks) ADA Deficiencies Assessment Study. Project Value: \$2m.
- City of Huntington Beach Economic Development Agency, Condition Assessment/Facility Evaluation Report for Art Center Building After initial evaluation, the building was deemed to be not suitable for the proposed use).
- Riverside County Economic Development Agency, Real Estate Division, Engineering and Construction Services on various housing, real estate and infrastructure projects.
- City of Temple City, Council Chambers Renovation and ADA Improvements Project: Complete reconstruction/renovation of the Council Chambers with new seating, dais, carpet, lighting, AV system, and new ADA compliant bathrooms, new ADA compliant access to the building, new emergency generator, re-design of building creating a space for Emergency Operations Center, asbestos removal, and other various improvements. Project Value: \$1m.
- City of Alhambra, Josylin Community Center Renovation Project: Funded by Federal Energy Efficiency and Conservation Block Grant. Complete reconstruction/renovation of the Community Center with new HVAC, windows, flooring, electrical, roof, ADA compliant bathrooms, new ADA compliant access to the building, and other various improvements. Project Value: \$2m.

GRANT WRITING:

Transtech has extensive experience in grant writing and administration. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. In the past few years, The Firm has facilitated over \$70 million in funds for our clients' public works projects and transportation improvements. Additionally, after funds are awarded to a client, our experienced staff provides assistance to ensure compliance with applicable funding program requirements, including preparing necessary clearance approvals (environmental, utilities, right-of-way), processing E-76 authorizations, and managing the project.

Agency	Grant Program	Project	Amount:
City of Alhambra	MTA Call for Projects 2012 and previous cycles	Valley Boulevard, Fremont	\$3,000,000
	Safe Routes to School	Commonwealth Boulevard	\$250,000
	Safe Routes to School	Alhambra High School	\$320,000
	Highway Safety Improvement	Valley Boulevard	\$500,000
	AQMD/CMAQ	CNG Refueling	\$300,000
	Metro Mini Call for Projects	Bus Purchases	\$400,000
	Energy CEC	LED Signal Upgrade	\$950,000
City of Arcadia	Metro Call for Projects	Huntington Drive	\$1,010,000
City of Azusa	Metro Call for Projects	Azusa Transit Center	\$4,200,000
	Metro Call for Projects	Azusa Avenue	\$800,000
City of Baldwin Park	Metro Mini Call for Projects	Bus Purchase	\$400,000
	Metro Call for Projects	Transit Center	\$4,200,000
	Metro Call for Projects	TDM Project	\$300,000
	Metro Call for Projects	Baldwin Bikeway	\$400,000
	Metro Call for Projects	Metrolink Overpass	\$1,100,000
City of Bellflower	Safe Routes to School	Palm/Clark	\$320,000
	Safe Routes to School	Eucalyptus	\$430,000
City of Carson	Metro Call for Projects	Avalon Boulevard	\$6,700,000
City of Commerce	MTA Call for Projects 2012 and previous cycles	Garfield/Washington	1,000,000
	Highway Safety Improvement		\$503,400

Blank Page



Item Number 10F

STAFF REPORT

Date: October 26, 2015
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
Subject: **Establishment of a City Council Ad Hoc Committee**

RECOMMENDATION

The City Council is requested to formalize the formation of the Nationwide Ad Hoc Committee and the appointment of Council Member Garcia and Council Member Sanchez to the Committee.

BACKGROUND

During Closed Session on October 12, 2015, the City Council requested that two members be appointed to an Ad Hoc Committee to work on the review of the Nationwide contract.

Blank Page



Item Number 12A

STAFF REPORT

Date: October 26, 2015

To: Honorable Mayor and City Council Members

From: Rick R. Olivarez, City Attorney
By: Jose E. Pulido, City Manager
By: Steven Dobrenen, Finance Director

Subject: **Consideration to Review Cudahy Municipal Code (CMC) Chapter 3.16
Regarding the City's Purchasing System and Comparison with Other Cities**

RECOMMENDATION

It is recommended that the City Council receive the presentation and consider providing direction to City staff for any further action.

BACKGROUND

On June 22, 2015, the City Council adopted Ordinance No. 649, which amended the purchasing system procedures set forth in Chapter 3.16 of the Cudahy Municipal Code ("CMC").

Among the changes made by that ordinance was to add a provision for the City to participate in cooperative purchasing agreements with federal, state or local governments to procure supplies and equipment at a lower price than if the City had purchased on its own. The ordinance also increased the threshold for requiring formal bid procedures and City Council approval from to \$5,000 to \$25,000.

The City Council has requested the City Attorney to further review the City's purchasing system, compare it to those of other cities, and report to the Council on any potential areas of improvement.

ANALYSIS

1. Three Types of Contracts and State Law Requirements:

A. Goods and Supplies, Equipment, Materials, and Non-Professional Services

State law does not establish a certain threshold for requiring competitive bidding for the purchase of goods and supplies, equipment, materials, and nonprofessional services.¹ But it *does* require each city to have its own ordinance of policies and procedures, including bidding regulations. (Gov. Code § 54202.)

Cudahy requires the following procedures for contracts for supplies, equipment, and non-professional services:

Above \$25,000: City Council Approval
Formal bid procedures.

\$5,000 – \$25,000: City Manager Authority
“Whenever possible” award to lowest bidder based on three informal quotes.

Under \$5,000: City Manager Authority
Open market, no bid procedures.

B. Professional Services

State law does not require competitive bidding for contracts for “professional services” because selection decisions may be based less on price and more on special training, experience, and competency.² Accordingly, Cudahy’s ordinance does not require bidding, but specifies the following:

¹ See *San Diego Service Authority for Freeway Emergencies v. Superior Court (Cubic Communications, Inc.)* (1988) 198 Cal.App.3d 1466.

² “The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required....” (Gov. Code § 53060.)

Selection may be through negotiation or request for proposals, and City staff should “attempt to obtain [pricing] from different sources.” (CMC § 3.16.160-A.)

City Council approval required for \$25,000 or more.

C. Public Works Projects

Contracts for public works projects are governed by the state Local Agency Public Construction Act (Pub. Contract Code § 20100 et seq.), which requires competitive bidding for such contracts where the expenditure exceeds \$5,000. (*Id.* § 20162.)

A “public project” subject to this law means building or repairing public buildings and works; street or sewer work (except maintenance/repair); and supplies and materials for such projects (including maintenance/repair of streets, sewers). (*Id.* § 20161.)

Cudahy must follow state law bidding procedures for public projects. The City’s Purchasing Ordinance does not reproduce these procedures, and specifically refers to compliance with the Public Contract Code for emergency purchases, and certain design-build contracts for public works projects.

2. Purchasing Systems of Cudahy, Downey, Santa Monica, Pasadena, and Calabasas.

We prepared the attached table to summarize and compare key provisions of the purchasing systems of Cudahy and four other cities: Downey, Santa Monica, Pasadena, and Calabasas.

The CMC Purchasing Ordinance appears to be in line with the systems used in other cities. No CMC purchasing provision appears to stand out as lacking in transparency.

Cudahy’s \$25,000 threshold for requiring City Council approval of contracts matches Calabasas. Santa Monica and Pasadena have higher thresholds.

Both Cudahy and Pasadena require formal noticed bidding for contracts over \$25,000.

In the case of professional services, none of these cities requires formal bidding, although nothing prohibits it. Santa Monica’s provision is the most detailed by listing factors to consider, such as price, the firm’s credentials and reputation, etc.

The City of Downey has relatively few procedures and gives the Finance Director great discretion over when to employ formal bid procedures. In the interest of transparency, we do not recommend following this model.

3. Committee to Advise on Purchasing.

The Council requested that we specifically address the potential use of *ad hoc* committees to review contract proposals from vendors and make recommendations to the City Council.

We found no example codified into a city's purchasing procedures of the use of such advisory committees. Nonetheless, city councils have the ability to create committees, and it is not necessary to describe this power in the municipal code. For example, although the use of an advisory committee is not required by its procurement policy, the Central Basin Municipal Water District relied on a "legal *ad hoc*" committee to review proposals and make recommendations for its selection of general counsel.

CMC section 2.04.030 provides for committee reports to be presented at City Council meetings.

4. Brown Act Considerations.

If it creates an advisory committee, the City must take into account the open meeting requirements of the Ralph M. Brown Act. The general rule is that committees appointed by the City Council—"whether permanent or temporary, decision making or advisory"—are subject to open meeting laws, including agenda posting and adherence to public hearing procedures. (Gov. Code § 54952(b).)

Certain temporary committees, however, are exempt from the Brown Act. It is sometimes a challenge to determine whether an advisory committee meeting is a Brown Act public "meeting" or not. The conservative approach is to comply even if not required.

Clearly, any meeting of a committee comprising three or more City Council members would constitute a Brown Act public meeting. Also subject to the Brown Act, regardless of its composition, is a "standing" committee that has either: (i) "continuing subject matter jurisdiction," or (ii) a meeting schedule fixed by council action. (Gov. Code § 54952(b).)

The Brown Act does not use the term “*ad hoc*.” But if such a temporary advisory committee was created for a specific task and for a limited time, and it will be dissolved once that task is completed, it will likely be regarded as not subject to the Brown Act.³

The particular facts of the situation must be considered in any Brown Act analysis. But in short, if the Council creates a standing advisory committee on contracts—even if it includes only two or less councilmembers—that committee would likely be subject to Brown Act public meeting requirements because of its continuing subject matter jurisdiction. In contrast, if the Council creates a committee to advise it on a single contract, after which the committee will be disbanded, it would likely not be subject to the Brown Act.

CONCLUSION

The CMC Purchasing Ordinance appears to be in line with the systems used in other cities.

Cudahy exceeds state law by requiring formal bid procedures for contracts for goods and supplies, equipment, and nonprofessional services above \$25,000. The CMC also states that staff should “attempt to obtain [pricing] from different sources” of professional services, although this is not required by state law.

We do not recommend adopting Downey’s procedure of giving the Finance Director broad discretion to decide when to require formal bidding procedures.

We found no example of a city’s purchasing procedures requiring the use of an advisory committee. But cities are always able to create committees, and it is not necessary to describe this power in the CMC. An *ad hoc* committee formed to advise on a single contract would likely not be subject to the Brown Act, while a standing committee on contracts probably would.

FINANCIAL IMPACT

Financial impact cannot be determined until a proposed change or reform to the purchasing procedures has been identified.

³ See League of California Cities, *Open & Public IV: A Guide to the Ralph M. Brown Act*, p. 10 (2nd ed., 2010).

ATTACHMENTS

- A. Table comparing the purchasing procedures of the Cities of Cudahy, Downey, Santa Monica, Pasadena, and Calabasas.

Procedure	Cudahy	Downey	Santa Monica	Pasadena	Calabasas
Award Authority	Council approval for \$25K or more. Purchasing Officer (CM or designee) authority for contracts under \$25K.	Purchasing Agent (appointed by Finance Dir.) responsible for adherence to procedures and adopting administrative regulations. Council awards those contracts subject to formal bids, and otherwise directed by Finance Director.	City Council awards professional services contracts over \$80K, and G&S contracts over \$175K.	Council approval for \$75K or more. Council has power to exempt contracts from purchasing requirements by resolution.	Council approval for \$25K or more. CM together with department head authority for contracts under \$50K. Department head authority for contracts under \$10K.
Formal Noticed Bid Procedures	G&S contracts over \$25K.	No dollar value distinctions. Formal bid procedures apply “when so directed by the Finance Director.”	G&S contracts over \$175K.	G&S contracts of \$25K or more.	G&S contracts of \$50K or more.
Informal Procedures (no bid, “open market”)	G&S contracts: \$5K-\$25K: based on 3 informal quotes, where possible. Under \$5K: no required procedure	Finance Director has authority to issue directive to use “open market” procedure (solicitation of bids from certain vendors) instead of formal bids.	Unique goods or services. Maintenance-related purchases under \$10K. G&S contracts under \$175K to be based on three solicited bids.	Contracts under \$25K. (Above \$3,000 requires three vendor quotes.) CM has authority to exempt contracts under \$75K from formal bid procedures.	G&S contracts under \$50K; requires informal bids from three providers.
Professional Services	Selection may be through negotiation or request for proposals, and staff should “attempt to obtain [pricing] from different sources.”	Without distinguishing “professional services,” it allows “open market” procedures when state law does not require formal procedures, or by directive of Finance Director.	Over \$80K: requests for proposal; City Council decision based on specified factors. \$10K-\$80K: requests for proposal; CM decision based on specified factors. \$10K or less: CM authority.	Selection based on demonstrated competence and professional qualifications	Above \$10K must comply with either formal or informal bid procedures.

G&S = contracts for goods and supplies, equipment, and nonprofessional services.

Public works projects are not included in this table because such contracting procedures are governed by state law.

Blank Page



Item Number 12B

STAFF REPORT

Date: October 26, 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: **City Council Appointments to the General Plan Advisory Committee (GPAC)**

RECOMMENDATION

The City Council is requested to appoint up to three individuals to the General Plan Advisory Committee (GPAC) per Council Member.

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 FY 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.

5. On October 12, 2015, City staff presented the purpose and intent of the GPAC and requested City Council to consider up to three appointments each, to be made at the next regularly scheduled City Council meeting.

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 (General Plan Advisory Committee).

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 including student representatives.

CONCLUSION

This advisory committee will be critical to seeking feedback representing the community vision, and building the foundation of the updated General Plan. Respectively, City Council members are requested to appoint up to three individuals to the GPAC.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.



Item Number 12C

STAFF REPORT

Date: October 26, 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 Introduce a Proposed Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of the Cudahy Municipal Code Regarding Hours of Operation of City Offices, and Adoption of a Proposed Urgency Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Municipal Code Regarding Hours of Operation of City Offices**

RECOMMENDATION

The City Council is requested to:

- 1) Introduce a proposed Ordinance of the City of Cudahy Amending Section 2.08.020 of Chapter 2.08 (City Offices) of the Cudahy Municipal Code Regarding Hours of Operation of City Offices; and
- 2) Adopt the Proposed Urgency Ordinance of the City Council of the City of Cudahy Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Municipal Code Regarding Hours of Operation of City Offices.

BACKGROUND

1. On the December 2, 2003, Ordinance 591, amending Ordinance 495 of the Cudahy Municipal Code regarding the business hours of Cudahy offices was presented to the City Council for second reading.

2. On January 1, 2004, Ordinance 591, establishing new business hours of Cudahy Offices took effect. The newly amended Cudahy Municipal Code stated as follows, “City offices shall be closed on Saturdays, Sundays, and all holidays authorized by the City Council by resolution. City offices shall otherwise be open to the public for business from 7:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, and from 7:00 a.m. to 4:00 p.m. on Fridays.”
3. On the October 12, 2015, the Cudahy City Council approved a Memorandum of Understanding (MOU) between the Cudahy Miscellaneous Employee's Association (CMEA) and the City. The term of the MOU was approved retroactively to July 1, 2015 through to June 30, 2019. The City negotiated a change in the “Hours of Work” for members of the CMEA that are on the 9/80 work schedule.
4. In May and June of 2015, during the Fiscal Year (FY) 2015-2016 City Budget Process, City staff assessed ways to reduce City Hall operating costs.

ANALYSIS

Following much consideration of current budgetary constraints, City staff performed an analysis of efficient ways to maintain current levels of City services offered, while achieving cost recovery for departmental operations.

As part of the negotiation process of the Memorandum of Understanding between the members of the CMEA and the City, it was determined that a change in hours worked would maximize current staffing levels, while increasing efficiency of services provided offered to the public. It thereby established that changing the City’s current hours operations to function concurrently with the membership’s hours of work, would achieve a higher efficiency with the ability to achieve costs savings for utilities by reducing the need for its use two to possibly three days out of the month. Currently, employees work a 9/80 work schedule where they are off every other Friday. Due to shortage in staffing, the City is half staffed every Friday, meaning we can’t provide customer with the full range of services that they receive Monday through Thursday. When customers come into the office, they become upset because a staff member is out. By closing every other Friday, the City will offer all services to customers during the times that City Hall is open. The new schedule will address this and conserve energy by reducing the use of utilities.

The proposed ordinance and urgency ordinance will establish the new schedule for City offices to be implemented as follows:

“The city offices shall be closed on Saturdays, Sundays, every other Friday, and all holidays authorized by the City Council by resolution. City offices shall otherwise be open to the public for business from 7:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, and from 7:00 a.m. to 4:00 p.m. on Fridays.”

Currently, members of the CMEA are split in half, in terms of scheduling, and work alternating Fridays, which significantly reduces staffing levels to below 50% every Friday. Placing all full-time and management staff on the same schedule every other Friday will ensure that all City services will be available on operating Fridays.

CONCLUSION

City Council approval of the urgency ordinance will allow the new schedule to take effect as anticipated during the negotiation process, which has been established as Friday, November 6, 2015. City staff will dedicate themselves to incorporating an educational component to this change in office hours, with the intent of properly acquainting members of the community, visitors, and stakeholders with the new schedule.

City staff will also post information on its City website and at the front counter to remind patrons of the Fridays in which City offices will be closed.

FINANCIAL IMPACT

There are anticipated fiscal impacts to the General Fund. Cost recovery, stemming from the reduction in use of utilities, will be achieved and will vary on a monthly basis.

ATTACHMENTS

1. Proposed Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of the Cudahy Municipal Code Regarding Hours of Operation of City Offices
2. Proposed Urgency Ordinance Amending Section 2.08.020 of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Municipal Code Regarding Hours of Operation of City Offices

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF CUDAHY AMENDING SECTION 2.08.020
OF CHAPTER 2.08 (CITY OFFICES) OF TITLE 2
(ADMINISTRATION AND PERSONNEL) OF THE
CUDAHY MUNICIPAL CODE REGARDING HOURS
OF OPERATION OF CITY OFFICES**

WHEREAS, Section 2.08.020 of the Cudahy Municipal Code provides that City offices will be open to the public for business Monday through Friday; and

WHEREAS, the City Council has negotiated a new Memorandum of Understanding (“MOU”) pursuant to Government Code sections 3500 et seq. with the Cudahy Miscellaneous Employees’ Association, which provides for a “9/80” work schedule whereby employees will work on every other Friday to equal 80 hours over nine days in a two-week period; and

WHEREAS, the City Council finds that closing City offices every other Friday will have benefits that include general fund savings related to reduced electricity and water usage and other overhead costs, and reduced travel costs for employees; and

WHEREAS, the City Council further finds that a 9/80 work schedule will decrease employee absenteeism and improve the City’s ability to attract and retain talented employees, and thereby promote the health, safety, and general welfare of residents and other persons in the City; and

WHEREAS, the City desires that Cudahy Municipal Code be consistent with the MOU with respect to closure of City offices every other Friday; and

WHEREAS, out of an abundance of caution, the City Council desires to adopt this Ordinance while it also adopts an urgency ordinance having the same effect in accordance with Government Code Section 36937.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY,
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

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

SECTION 2. Section 2.08.020 (City offices – Hours) of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code is amended as follows (underlining denotes additions):

The city offices shall be closed on Saturdays, Sundays, every other Friday, and all holidays authorized by the city council by resolution. City offices shall otherwise be open to the public for business from 7:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, and from 7:00 a.m. to 4:00 p.m. on Fridays.

SECTION 3. Inconsistent Provisions. 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 this Ordinance.

SECTION 4. 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 5. This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

SECTION 6. 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.

PASSED, APPROVED AND ADOPTED this 26th day of October, 2015.

Cristian Markovich
Mayor

ATTEST:

Laura Valdivia
Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta
Assistant City Attorney

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 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:

Laura Valdivia
Interim City Clerk

URGENCY ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF CUDAHY AMENDING SECTION
2.08.020 OF CHAPTER 2.08 (CITY OFFICES) OF
TITLE 2 (ADMINISTRATION AND PERSONNEL) OF
THE CUDAHY MUNICIPAL CODE REGARDING
HOURS OF OPERATION OF CITY OFFICES**

WHEREAS, Section 2.08.020 of the Cudahy Municipal Code provides that City offices will be open to the public for business Monday through Friday; and

WHEREAS, the City Council has negotiated a new Memorandum of Understanding (“MOU”) pursuant to Government Code sections 3500 et seq. with the Cudahy Miscellaneous Employees’ Association, which provides for a “9/80” work schedule whereby employees will work on every other Friday to equal 80 hours over nine days in a two-week period; and

WHEREAS, the City Council finds that closing City offices every other Friday will have benefits that include general fund savings related to reduced electricity and water usage and other overhead costs, and reduced travel costs for employees; and

WHEREAS, the City Council further finds that a 9/80 work schedule will decrease employee absenteeism and improve the City’s ability to attract and retain talented employees, and thereby promote the health, safety, and general welfare of residents and other persons in the City; and

WHEREAS, the City desires that Cudahy Municipal Code be consistent with the MOU with respect to closure of City offices every other Friday; and

WHEREAS, Government Code Section 36937 authorizes ordinances to take effect immediately for the immediate preservation of the public peace, health or safety, provided the ordinance is approved by four-fifths vote of the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY,
CALIFORNIA DOES ORDAIN AS FOLLOWS:**

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

SECTION 2. Urgency Findings: Pursuant to Government Code Section 36937(b), the City Council finds that this Urgency Ordinance is for the immediate preservation of the public peace, health or safety, based upon the recitals herein and as follows:

- A. Adoption of this Urgency Ordinance will make the Cudahy Municipal Code provision for City office hours consistent with a new Memorandum of Understanding pursuant to Government Code sections 3500 et seq. with the Cudahy Miscellaneous Employees' Association, which provides for employees to work every other Friday to equal 80 hours over nine days in a two-week period.
- B. Adoption of this Urgency Ordinance will amend the Cudahy Municipal Code immediately to ensure public awareness of when to expect City offices to be open for business and city services to be available, to allow City residents to adjust their schedules accordingly, and to avoid wasted trips to conduct business on days that City offices are closed.
- C. Closing City offices every other Friday through adoption of this Urgency Ordinance will benefit the City in ways that include general fund savings related to reduced electricity and water usage and other overhead costs.
- D. The 9/80 work schedule will reduce travel costs for employees and decrease employee absenteeism.
- E. The 9/80 work schedule will improve the City's ability to attract and retain talented employees, and thereby promote the health, safety, and general welfare of residents and other persons in the City.

SECTION 3. Section 2.08.020 (City offices – Hours) of Chapter 2.08 (City Offices) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code is amended as follows (underlining denotes additions):

The city offices shall be closed on Saturdays, Sundays, every other Friday, and all holidays authorized by the city council by resolution. City offices shall otherwise be open to the public for business from 7:00 a.m. to 5:00 p.m. on Mondays, Tuesdays, Wednesdays and Thursdays, and from 7:00 a.m. to 4:00 p.m. on Fridays.

SECTION 4. Inconsistent Provisions. 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 this Urgency Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection,

subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Publication and Effective Date. Upon adoption of this Urgency Ordinance by no less than four-fifths (4/5) vote of the Council, 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 newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 26th day of October, 2015.

Cristian Markovich
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Valdivia
Interim City Clerk

Isabel Birrueta
Assistant City Attorney

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 Urgency Ordinance No. _____ was approved and adopted by said Council at its regular meeting held on the _____ day of October, 2015 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Valdivia
Interim City Clerk