



Tuesday, May 26, 2015

ROLL CALL:

Gregory Salcido, Mayor
David W. Armenta, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
Gustavo V. Camacho, Councilmember
Brent A. Tercero, Councilmember

Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6797
Next Ordinance No. 1096
Next Agreement No. 15-1587

COMMISSIONERS SCHEDULED TO BE PRESENT:

Tommy Elisaldez, Planning Commission
Gustavo Contreras, Sister City Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- RBA's Jr. Pee Wee White Sox Team Manager Recognition
- El Rancho High School Entrepreneur Club Presenting to City Manager Bobadilla Individual of the Year Award
- WRD – GRIP Presentation
- Water Conservation Presentation

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

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

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS OR NON-AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

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

CONSENT CALENDAR ITEMS:

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

1. Minutes:

- City Council regular meeting of May 12, 2015

Recommendation: Approve

2. 19th Warrant Register of the 2014-2015 Fiscal Year. (700)

Check Numbers: 266758-266955

Special Check Numbers: None.

Recommendation: Approve

3. General Municipal Election – November 3, 2015. (300)

Recommendation:

1. Adopt Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2015, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;
2. Adopt Resolution requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2015;
3. Adopt Resolution requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2015, with the El Rancho Unified School District and the Pico Water District election to be held on the date pursuant to § 10403 of the Elections Code;
4. Adopt Resolution rescinding Resolution No. 6722, and adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2015;

5. Adopt Resolution providing for procedure for determining by lot a tie among candidates at the November 3, 2015 consolidated General Municipal Election in accordance with Elections Code Section 15651 and rescinding Resolution No. 6723; and
6. Authorize the City Clerk to retain the services of Martin and Chapman election suppliers for the General Municipal Election to be held November 3, 2015.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, WITH THE EL RANCHO UNIFIED SCHOOL DISTRICT AND THE PICO WATER DISTRICT ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RESCINDING RESOLUTION NO. 6722 AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE NOVEMBER 3, 2015 GENERAL MUNICIPAL ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651 AND RESCINDING RESOLUTION NO. 6723

4. Adopt Resolution of Intention to Levy and Collect Assessment for Pico Rivera Sewer Service Charge for Fiscal Year 2015-2016 with no Increase in Rates and to Conduct a Public Hearing

Recommendation:

1. Adopt a resolution to levy and collect local sewer service charges for Fiscal Year 2015-2016 and to set a Public Hearing for June 23, 2015.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT SEWER SERVICE CHARGES WITHIN TH CITY OF PICO RIVERA FOR FISCAL YEAR 2015-2016, AND TO CONDUCT A PUBLIC HEARING ON SUCH MATTERS

5. Durfee Avenue Underpass Project (CIP No. 21241) – Award Professional Service Agreement for Engineering Services. (500)

Recommendation:

1. Award a Professional Services Agreement to NCM Engineering Corporation to provide engineering plan check services for the Durfee Avenue Underpass Project for an amount not-to-exceed \$90,976; and
2. Authorize the Mayor to execute the Professional Services Agreement in a form approved by the City Attorney.

Agreement No. _____

6. Traffic Safety Improvements Citywide – Safe Routes to School (CIP No. 21251) – Award Construction Contract. (500)

Recommendation:

1. Award a construction contract in the amount of \$1,151,326 to Green Giant Landscape Inc. for the Traffic Study Improvements Citywide (CIP No. 21251) and authorize the Mayor to execute the contract in a form approved by the City Attorney, and
2. Appropriate \$350,000 in Prop C funds to CIP No. 210-7300-44500-00021251.

7. Subrecipient Agreement between the City of Pico Rivera and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority. (500)

Recommendation:

1. Authorize the Mayor to enter into a Subrecipient Agreement between the City of Pico Rivera and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for the State Water Resource Control Board (SWRCB) Proposition 84 Stormwater Grant Program.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

OLD BUSINESS:

CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (4)
Consideration of Initiation of Litigation – One Matter

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Agency Negotiators: René Bobadilla, City Manager
Negotiating Party: County of Los Angeles
Property: Various Utility Lines
Under Negotiation: Terms of Sale or Lease

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 21st, day of May 2015.

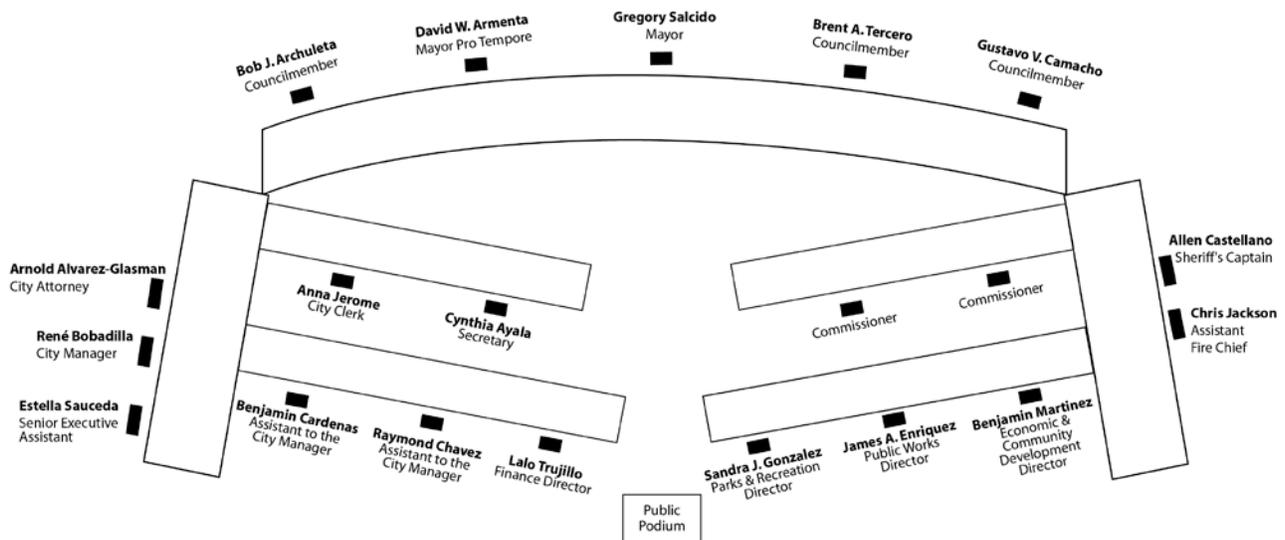
Dated this 21st, day of May 2015


Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

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

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request Card is for those wishing to address the Council/Agency on any agenda items or any other items under the subject matter jurisdiction of the Council/Agency during the Period of Public Comments.
- Citizens may address the Council, Successor Agency, Housing Assistance Agency, and Water Authority once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

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



Tuesday, May 12, 2015

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

Mayor Salcido called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Tercero, Salcido

ABSENT: None

COMMISSIONERS PRESENT:

Pat Saucedo, Parks & Recreation Commission

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Councilmember Archuleta

SPECIAL PRESENTATIONS:

- Teen Court Year-end Presentation
- National Public Works Week May 17-23, 2015

1st PERIOD OF PUBLIC COMMENT:

Rita Jo Ramirez:

- Addressed the City Council to thank the City for hosting the National Day of Prayer and to invite them to participate in the Relay for Life event taking place June 27 and 28, 2015 at El Rancho High School.

Lewis Chen, County Librarian:

- Addressed the City Council to congratulate Councilmember Camacho on his upcoming appointment to California Contract Cities Association (CCCA) President and to speak about upcoming summer events at the library.

Omar Atilano and Candie Chang:

- Addressed the City Council regarding the Whittier Manor Apartments located on Whittier and Paramount Boulevard.

In regard to the speaker's concern pertaining to the Whittier Manor Apartments, Mayor Salcido asked staff to set-up a meeting to review the claims process.

CONSENT CALENDAR ITEMS:

1. **Minutes:**
 - Approved City Council regular meeting of April 28, 2015
2. **Approved 18th Warrant Register of the 2014-2015 Fiscal Year.** (700)
Check Numbers: 266603-266757
Special Check Numbers: None.

3. **Golf Course Tenant Improvements (Phase 3).** (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

4. **Traffic Analysis along Beverly Road from Durfee Avenue to Manning Road.**
 1. Received and filed. (1400)

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar items No. 1, 2, and 4. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Tercero, Salcido

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

3. **Golf Course Tenant Improvements (Phase 3).** (500)

Councilmember Tercero inquired and commented on the different phases of the project that has been presented to City Council. He expressed his dissatisfaction in not being provided with an overall comprehensive plan and utilizing funds from the Sports Arena Enterprise Fund. Mayor Salcido and Councilmember Camacho concurred with Councilmember Tercero's comments regarding an overall comprehensive plan.

City Manager Bobadilla stated that it was not the intent of staff to provide this project in phases, but as staff uncovered one issue, another issue surfaced that needed to be taken care of for safety purposes. He explained that the maintenance of the golf course has been deferred for a long time and that this should be the last request for funds at this time. He further stated that the golf course is generating more revenue and that the facility is booked through October.

As a member of the Golf Course Ad Hoc Committee, Mayor Pro Tem Armenta reiterated that the condition of the golf course was very poor and that as improvements were being made, other issues surfaced that needed to be addressed. He further stated that staff is looking at different revenue resources for the Sports Arena and feels confident in obtaining additional funding.

Councilmember Camacho stated that he is pleased with the improvements at the golf course and is confident that the revenue being generated is a good investment.

Motion by Mayor Pro Tem Armenta, seconded by Councilmember Archuleta to appropriate \$125,000 from the Sports Arena Enterprise Fund for additional reimbursement of expenses for tenant improvements completed by the contracted Golf Course facility operator, GolfLinks Management, Inc.

AYES: Archuleta, Armenta, Camacho, Salcido
NOES: Tercero

LEGISLATION: None.

Recessed to Water Authority at 6:36 p.m.

ALL FIVE MEMBERS WERE PRESENT

Reconvened from Water Authority at 6:47 p.m.

ALL FIVE MEMBERS WERE PRESENT

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Councilmember Archuleta reported as a member of the Library Commission that there are 86 libraries throughout the county and that many of them are in need of building maintenance. He stated that the libraries are looking for funds from the Board of Supervisors to meet the needs.

Councilmember Tercero suggested that the Mayor and City Council prepare and send a letter in support of SB 16 Street Repair. He also asked staff to look into Community Choice Aggregation (CCA) in regard to city utilities. CCA is a state policy that enables local governments to aggregate electricity demand within their jurisdictions in order to procure alternative energy supplies while maintaining the existing electricity provider for transmission and distribution services.

NEW BUSINESS:

Councilmember Camacho asked for an update on Walmart. City Manager Bobadilla stated that several phone calls have been made to Walmart and that no return phone calls have been received.

OLD BUSINESS:

Councilmember Archuleta commented on the Veteran's luncheon that was held today to honor World War II (WWII) Veterans. He stated that seventeen (17) WWII veterans attended the luncheon with their families and thanked the City Council and Parks & Recreation staff for hosting this event. He also invited the community to attend on

Monday, May 25, 2015 at 10:00 a.m. the Memorial Day celebration at the Veteran's Eternal Flame.

ADJOURNMENT:

Mayor Salcido adjourned the City Council meeting at 7:06 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Tercero, Salcido

NOES: None

Gregory Salcido, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated May 12, 2015 and approved by the City Council on May 26, 2015.

Anna M. Jerome, City Clerk

19th WARRANT REGISTER OF THE 2014-2015 FISCAL YEAR

MEETING DATE: 05/26/15

TOTAL REGISTER AMOUNT: \$2,011,715.29

CHECK NUMBERS: 266758-266955

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$2,011,715.29

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$2,011,715.29

PAYROLL REGISTER P/P 05/01/15 - 05/15/15

Pay Date: 05/21/15

VOID ACH CKS

-

VOID CKS

-

Scrap:

396215

396265

SPECIAL CKS

-

CKS

396216 - 396264 38,881.21

38,881.21

ACH

396266 - 396468 249,640.46

249,640.46

TOTAL 288,521.67

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 7860 A & G FENCE & SUPPLY SALES WAP 266759 05/07/15 859.18

Claim# General Description
 345331 FENCING FOR CITY YARD STORAGE ROOM

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			15135	04/08/15	789.69		0.00	789.69
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					789.69			

Claim# General Description
 345332 COLMERE PARK FENCE REPAIR

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			15141	04/09/15	69.49		0.00	69.49
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					69.49			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 11849 AAA ELECTRIC MOTOR SERVICE WAP 266760 05/07/15 908.20

Claim# General Description
 345330 LIGHT FIXTURES FOR CITY HALL LOBBY

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			107573-00	03/31/15	908.20		0.00	908.20
GL Distribution				Gross Amount Description				
010-4340-43410-00000000					908.20			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 433 ADVANCED PRINTING CO WAP 266761 05/07/15 816.50

Claim# General Description
 345335 2 PART NOTICES/TAGS FOR BUILDING DIVISION

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			16321	05/01/15	816.50		0.00	816.50
GL Distribution				Gross Amount Description				
010-4033-44100-00000000					816.50			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 7455 AFLAC ATTN: REMITTANCE PROCESSING WAP 266762 05/07/15 4,340.90

Claim# General Description
 345417 AFLAC EMPLOYEE DEDUCTION FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	4,340.90		0.00	4,340.90
GL Distribution				Gross Amount Description				
010-0000-20807-00000000					4,340.90			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
17888	LIVIER AGUIAR			WAP	266763	05/07/15		38.93	

Claim# General Description
 345314 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5181	04/20/15	38.93		0.00	38.93
GL Distribution			Gross Amount Description					
550-0000-12100-00000000			38.93					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
1913	AK MILLER GARAGE			WAP	266764	05/07/15		436.90	

Claim# General Description
 345333 SMOG CHECK FOR UNIT #109

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0039	04/13/15	50.00		0.00	50.00
GL Distribution			Gross Amount Description					
010-4370-43100-00000000			50.00					

Claim# General Description
 345334 OIL CHANGE,SAFETY CHECK AND REPAIRS FOR UNIT #109

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0010	04/11/15	386.90		0.00	386.90
GL Distribution			Gross Amount Description					
010-4370-43100-00000000			386.90					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
16202	ALLIANT INSURANCE SERVICES, INC.			WAP	266765	05/07/15		1,714.00	

Claim# General Description
 345336 2015-16 ACIP CRIME RENEWAL PROGRAM

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			329981	04/15/15	1,714.00		0.00	1,714.00
GL Distribution			Gross Amount Description					
010-0900-44700-00000000			1,714.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
4009	ALVAREZ-GLASMAN & COLVIN			WAP	266766	05/07/15		8,900.00	

Claim# General Description
 345324 CITY ATTY RETAINER FEE FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/01/15	8,900.00		0.00	8,900.00
GL Distribution			Gross Amount Description					
010-0700-44500-00000000			8,900.00					
PO Liquidation			Amount					
010-0700-44500-00000000			8,432.73					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17815 AMERICAN CONSULTING AND CONSTRUCTI WAP 266767 05/07/15 1,000.00

Claim# General Description
 345337 PROFESSIONAL SERVICES RENDERED FOR MARCH 2015 CIP #21260

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33200	0		21260-01	03/29/15	1,000.00		0.00	1,000.00
GL Distribution			Gross Amount Description					
210-7300-44500-00021260			1,000.00					
PO Liquidation			Amount					
210-7300-44500-00021260			1,000.00					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15570 AMERICAN HERITAGE LIFE INSURANCE C WAP 266768 05/07/15 296.76

Claim# General Description
 345411 LIFE INSURANCE EMPLOYEE PAID FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	296.76		0.00	296.76
GL Distribution			Gross Amount Description					
010-0000-20807-00000000			296.76					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 5489 ARAMARK 2 ARAMARK UNIFORM SERVICES WAP 266769 05/07/15 305.58

Claim# General Description
 345338 UNIFORM RENTALS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			530525702	04/02/15	305.58		0.00	305.58
GL Distribution			Gross Amount Description					
010-4200-44500-00000000			244.46					
550-4920-44500-00000000			61.12					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 10800 MARIA ARMENTA WAP 266770 05/07/15 846.00

Claim# General Description
 345479 CONTRACT INSTRUCTOR FOR COURSES #9099 & #9096

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9099	04/23/15	678.00		0.00	678.00
			9096	04/23/15	168.00		0.00	168.00
GL Distribution			Gross Amount Description					
010-8107-44510-00000000			846.00					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 6145 AUTO ZONE 1 AUTOZONE INC WAP 266771 05/07/15 305.86

Claim# General Description
 345340 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219201356	01/28/15	-164.69		0.00	-164.69
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				-164.69				

Claim# General Description
 345341 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219273070	03/05/15	-327.48		0.00	-327.48
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				-327.48				

Claim# General Description
 345342 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219283313	03/10/15	-84.03		0.00	-84.03
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				-84.03				

Claim# General Description
 345343 CAR WASH SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219283084	03/10/15	84.03		0.00	84.03
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				84.03				
PO Liquidation				Amount				
010-4370-43100-00000000				84.03				

Claim# General Description
 345344 TOW BARS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219295179	03/16/15	215.98		0.00	215.98
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				215.98				
PO Liquidation				Amount				
010-4370-43100-00000000				215.98				

Claim# General Description
 345345 TRAILER HITCH & RECEIVER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219295439	03/16/15	430.14		0.00	430.14
GL Distribution				Gross Amount Description				

Payment History. Bank WAP Payment Dates 05/07/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

010-4370-43100-00000000 430.14
 PO Liquidation Amount
 010-4370-43100-00000000 430.14

Claim# General Description
 345346 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219296926	03/17/15	-18.00		0.00	-18.00
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					-18.00			

Claim# General Description
 345347 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219296930	03/17/15	-215.98		0.00	-215.98
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					-215.98			

Claim# General Description
 345348 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219298867	03/18/15	-18.00		0.00	-18.00
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					-18.00			

Claim# General Description
 345349 TOW HITCH RECEIVER FOR UNIT #101

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219301811	03/20/15	229.99		0.00	229.99
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					229.99			
PO Liquidation				Amount				
010-4370-43100-00000000					229.99			

Claim# General Description
 345350 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219309383	03/23/15	-216.85		0.00	-216.85
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					-216.85			

Claim# General Description
 345351 PARTS FOR UNIT #243 AND SHOP STOCK SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219314340	03/26/15	390.75		0.00	390.75
GL Distribution				Gross Amount Description				
550-4920-43100-00000000					390.75			
PO Liquidation				Amount				

550-4920-43100-00000000 390.75

Claim# General Description
345352 SUPPLIES FOR CITY VEHICLES

PO#	Stat	Contract#	Invoice#	Inv Date	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219316126	03/27/15	14.20		0.00	14.20
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					14.20			
PO Liquidation				Amount				
010-4370-43100-00000000					14.20			

Claim# General Description
345353 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Inv Date	Gross Amount	Discount Amt	Discount Used	Net Amount
32981	O		5219316267	03/27/15	-14.20		0.00	-14.20
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					-14.20			

Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
17565 BMC LANDSCAPE MANAGEMENT, INC. WAP 266772 05/07/15 8,270.07

Claim# General Description
345357 PARAMOUNT/MINES LANDSCAPE MAINTENANCE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Inv Date	Gross Amount	Discount Amt	Discount Used	Net Amount
			028267	03/31/15	1,000.00		0.00	1,000.00
GL Distribution				Gross Amount Description				
010-4200-44500-00000000					1,000.00			

Claim# General Description
345358 PARK LANDSCAPE MOWING SERVICE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Inv Date	Gross Amount	Discount Amt	Discount Used	Net Amount
33063	O		028266	03/31/15	7,270.07		0.00	7,270.07
GL Distribution				Gross Amount Description				
010-4350-44500-00000000					7,270.07			
PO Liquidation				Amount				
010-4350-44500-00000000					7,270.07			

Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
15232 BOBCAT OF CERRITOS WAP 266773 05/07/15 832.43

Claim# General Description
345359 FACILITIES SUPPLIES

PO#	Stat	Contract#	Invoice#	Inv Date	Gross Amount	Discount Amt	Discount Used	Net Amount
			P15903	04/14/15	832.43		0.00	832.43
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					832.43			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15555 CALPERS LONG-TERM CARE PROGRAM WAP 266774 05/07/15 65.07

Claim# General Description
 345403 PERS LONG TERM CARE P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	65.07		0.00	65.07
GL Distribution				Gross Amount Description				
010-0000-20825-00000000					65.07			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17877 LORRAINE CANTU WAP 266775 05/07/15 64.20

Claim# General Description
 345303 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5170	04/20/15	64.20		0.00	64.20
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					64.20			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17697 CARPET BARGAINS, INC. CARPET ONE F WAP 266776 05/07/15 5,972.00

Claim# General Description
 345360 REPLACEMENT OF CITY HALL WEST FLOORING CIP #21192

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9844	03/30/15	5,972.00		0.00	5,972.00
GL Distribution				Gross Amount Description				
210-7320-44500-00021192					5,972.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15592 CENTRAL BASIN WATER ASSOCIATION WAP 266777 05/07/15 25.00

Claim# General Description
 345361 ANNUAL MEMBERSHIP MEETING ON 05/14/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042015	04/20/15	25.00		0.00	25.00
GL Distribution				Gross Amount Description				
550-4900-44800-00000000					25.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17580	CENTURY ROOTER AND JETTING SERVICE			WAP	266778	05/07/15	3,060.00	

Claim# General Description
345362 BACKFLOW TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33079	0		175716	04/10/15	3,060.00		0.00	3,060.00
GL Distribution			Gross Amount Description					
550-4920-44100-00000000			3,060.00					
PO Liquidation			Amount					
550-4920-44100-00000000			3,060.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17896	ERIC CERVANTES			WAP	266779	05/07/15	44.37	

Claim# General Description
345322 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5189	04/20/15	44.37		0.00	44.37
GL Distribution			Gross Amount Description					
550-0000-12100-00000000			44.37					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17652	CHARLES ABBOTT ASSOCIATES INC			WAP	266780	05/07/15	2,496.00	

Claim# General Description
345363 PROGRESS PAYMENT FOR CITY STORMWATER QUALITY INSPECTION SERVICES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33121	0		54494	03/31/15	2,496.00		0.00	2,496.00
GL Distribution			Gross Amount Description					
010-6300-44500-00000000			2,496.00					
PO Liquidation			Amount					
010-6300-44500-00000000			2,496.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
13463	CHILD SUPPORT ENFORCEMENT DIVISION			WAP	266781	05/07/15	250.00	

Claim# General Description
345412 EMPLOYEE DEDUCTION P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115-VH	05/07/15	250.00		0.00	250.00
GL Distribution			Gross Amount Description					
010-0000-20816-00000000			250.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
73	CITY OF DOWNEY			WAP	266782	05/07/15	4,244.24	

Claim# General Description
 345364 50% SCE BILL FOR TELEGRAPH RD MEDIAN FROM 01/15/15-2/13/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			228579	04/10/15	30.98		0.00	30.98
GL Distribution				Gross Amount Description				
010-4200-44200-00000000				30.98				

Claim# General Description
 345480 ROUTINE AND EXTRAORDINARY MAINTENANCE OF TRAFFIC SIGNAL AND SAFETY LIGHTING FOR JULY 2013-JUNE 2014

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			228209	02/26/15	2,168.63		0.00	2,168.63
			228208	02/26/15	2,044.63		0.00	2,044.63
GL Distribution				Gross Amount Description				
010-4200-44655-00000000				4,213.26				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
14543	PIXELPUSHERS INC. DBA CIVICA SOFTW			WAP	266783	05/07/15	4,111.50	

Claim# General Description
 345481 CITY WEBSITE RESPONSIVE RETROFIT PROJECT DESIGN COMPLETION FEE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			3019	03/30/15	4,111.50		0.00	4,111.50
GL Distribution				Gross Amount Description				
010-0820-44500-00000000				4,111.50				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
13855	CLEANSOURCE, INC.	4	SUPPLYWORKS	WAP	266784	05/07/15	936.04	

Claim# General Description
 345461 TRASH BAGS & TOWELS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			2903289-00	04/07/15	936.04		0.00	936.04
GL Distribution				Gross Amount Description				
010-4350-43400-00000000				936.04				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1068	CLINICAL LABORATORY OF SAN BERNARD			WAP	266785	05/07/15	340.00	

Claim# General Description
 345367 WATER SAMPLE TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			942496	04/13/15	340.00		0.00	340.00
GL Distribution				Gross Amount Description				
550-4920-44500-00000000				340.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
5761	SEIU LOCAL 721 - COPE ATTN: CONTRO	1	SEIU LOCAL 721 - COPE ATTN: ACCOU	WAP	266786	05/07/15		42.00	

Claim# General Description
 345399 COPE CONTRIBUTION P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	42.00		0.00	42.00
GL Distribution	Gross Amount Description							
010-0000-20826-00000000	42.00							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
17140	NEFTALI CORTEZ DBA NATIONWIDE COST			WAP	266787	05/07/15		23,528.00	

Claim# General Description
 345516 REIMBURSEMENT FOR FEES COLLECTED FOR REGISTRATION OF FORECLOSURED PROPERTIES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33031	O		#PRM16-A	04/03/15	23,528.00		0.00	23,528.00
GL Distribution	Gross Amount Description							
010-0000-46921-00000000	23,528.00							
PO Liquidation	Amount							
010-0000-46921-00000000	23,528.00							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
1235	COUNTY OF LOS ANGELES DEPT OF PUBL			WAP	266788	05/07/15		285.17	

Claim# General Description
 345368 TRAFFIC SIGNAL MAINTENANCE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			RE-PW-15040607000	04/06/15	107.27		0.00	107.27
GL Distribution	Gross Amount Description							
010-4200-44655-00000000	107.27							

Claim# General Description
 345482 TRAFFIC SIGNAL MAINTENANCE FOR FEBRUARY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			RE-PW-15030506179	03/05/15	177.90		0.00	177.90
GL Distribution	Gross Amount Description							
010-4200-44655-00000000	177.90							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
2664	C P R S			WAP	266789	05/07/15	2,085.00	

Claim# General Description
 345369 PLAYGROUND SAFETY INSPECTOR CERTIFICATION AND EXAM INSTITUTE ENROLLMENT FORM FOR G.RAMOS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/01/15	575.00		0.00	575.00
GL Distribution				Gross Amount Description				
010-4340-44100-00000000				575.00				

Claim# General Description
 345370 PLAYGROUND SAFETY INSPECTOR CERTIFICATION COURSE AND EXAM INSTITUTE ENROLLMENT FORM FOR S.SANCHEZ

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115A	05/01/15	755.00		0.00	755.00
GL Distribution				Gross Amount Description				
010-4340-44100-00000000				755.00				

Claim# General Description
 345371 PLAYGROUND SAFETY INSPECTOR CERTIFICATION COURSE AND EXAM INSTITUTE ENROLLMENT FORM FOR M.BEATO

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115B	05/01/15	755.00		0.00	755.00
GL Distribution				Gross Amount Description				
010-4340-44100-00000000				755.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17902	VENUS CUNANAN			WAP	266790	05/07/15	40.00	

Claim# General Description
 345506 REFUND FOR COURSE #8479

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1061893.002	09/02/14	40.00		0.00	40.00
GL Distribution				Gross Amount Description				
010-0000-20101-00000000				40.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
7951	DANGELO COMPANY			WAP	266791	05/07/15	166.52	

Claim# General Description
 345372 PIPE FITTINGS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			S1244168.001	03/30/15	166.52		0.00	166.52
GL Distribution				Gross Amount Description				
550-4920-44100-00000000				166.52				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17068 DATA TICKET INC WAP 266792 05/07/15 749.60

Claim# General Description
 345373 TICKET PROCESSING FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32942	O		60805	04/24/15	749.60		0.00	749.60
GL Distribution				Gross Amount Description				
010-3200-44500-00000000					749.60			
PO Liquidation				Amount				
010-3200-44500-00000000					749.60			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17874 ELBA DE LOS REYES WAP 266793 05/07/15 35.64

Claim# General Description
 345300 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5167	04/20/15	35.64		0.00	35.64
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					35.64			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 1664 DELTA MOTOR CO, INC WAP 266794 05/07/15 308.00

Claim# General Description
 345374 OIL LEVEL SIGHT GLASSES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33225	C		19069	04/14/15	308.00		0.00	308.00
GL Distribution				Gross Amount Description				
550-4920-44100-00000000					308.00			
PO Liquidation				Amount				
550-4920-44100-00000000					280.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 16485 DENTAL HEALTH SERVICES WAP 266795 05/07/15 2,984.19

Claim# General Description
 345416 DENTAL HEALTH SERVICES FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	2,984.19		0.00	2,984.19
GL Distribution				Gross Amount Description				
010-0000-20808-00000000					2,984.19			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17904	GUADALUPE DIAZ			WAP	266796	05/07/15	1,886.00	

Claim# General Description
 345507 REIMBURSEMENT FOR TICKETS TO DISNEYLAND FOR SAN LUIS POTOSI ESTUDIANTINA

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050615	05/06/15	1,886.00		0.00	1,886.00
GL Distribution				Gross Amount Description				
990-0000-29992-00000000					1,886.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17781	LIBRADA DUENAS	1	LUIS ENRIQUE BARRON	WAP	266797	05/07/15	51.72	

Claim# General Description
 345509 DEPOSIT REFUND Reinstated from claim# 343583 (REPLACE CK #265947)

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5134	02/20/15	51.72		0.00	51.72
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					51.72			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17900	EAST WHITTIER GLASS AND MIRROR INC			WAP	266798	05/07/15	300.00	

Claim# General Description
 345375 CITY HALL GLASS WINDOW REPLACEMENT

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			16510	04/16/15	300.00		0.00	300.00
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					300.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
118	ECONOMY MAIL SERVICE			WAP	266799	05/07/15	178.47	

Claim# General Description
 345376 MAIL SERVICE FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32931	0		042215	04/22/15	178.47		0.00	178.47
GL Distribution				Gross Amount Description				
010-3110-44500-00000000					178.47			
PO Liquidation				Amount				
010-3110-44500-00000000					178.47			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17903 WENDY EKONOMO WAP 266800 05/07/15 45.00

Claim# General Description
 345483 REFUND FOR COURSE #9849

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1067735.002	04/09/15	45.00		0.00	45.00
GL Distribution				Gross Amount Description				
010-0000-20101-00000000					45.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15578 EWING IRRIGATION PRODUCTS WAP 266801 05/07/15 672.57

Claim# General Description
 345377 STOCK IRRIGATION SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32958	O		9453411	04/03/15	25.29		0.00	25.29
GL Distribution				Gross Amount Description				
010-4200-44645-00000000					25.29			
PO Liquidation				Amount				
010-4200-44645-00000000					25.29			

Claim# General Description
 345378 CITY HALL IRRIGATION SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32958	O		9470350	04/07/15	50.76		0.00	50.76
GL Distribution				Gross Amount Description				
010-4350-43400-00000000					50.76			
PO Liquidation				Amount				
010-4350-43400-00000000					50.76			

Claim# General Description
 345379 CITY HALL IRRIGATION SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32958	O		9485126	04/09/15	168.04		0.00	168.04
GL Distribution				Gross Amount Description				
010-4350-43400-00000000					168.04			
PO Liquidation				Amount				
010-4350-43400-00000000					168.04			

Claim# General Description
 345380 STREAMLAND PARK IRRIGATION SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32958	O		9508872	04/14/15	66.83		0.00	66.83
GL Distribution				Gross Amount Description				
010-4350-43400-00000000					66.83			
PO Liquidation				Amount				
010-4350-43400-00000000					66.83			

Claim# General Description
345381 STREAMLAND PARK IRRIGATION SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32958	O		9508871	04/14/15	361.65		0.00	361.65
GL Distribution				Gross Amount Description				
010-4350-43400-00000000					361.65			
PO Liquidation				Amount				
010-4350-43400-00000000					361.65			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
16547	FIDELITY SECURITY LIFE INSURANCE/E			WAP	266802	05/07/15	2,631.84	

Claim# General Description
345418 EYE MED VISION CARE FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	2,631.84		0.00	2,631.84
GL Distribution				Gross Amount Description				
010-0000-20808-00000000					2,621.71			
010-0900-41900-00000000					10.13			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
135	FEDERAL EXPRESS CORP			WAP	266803	05/07/15	57.24	

Claim# General Description
345484 SHIPPING SERVICE ON 04/15/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5-012-40733	04/24/15	57.24		0.00	57.24
GL Distribution				Gross Amount Description				
010-0800-42100-00000000					57.24			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1565	FOOD 4 LESS COMPANY	2	FOOD 4 LESS CUSTOMER CHARGES	WAP	266804	05/07/15	157.69	

Claim# General Description
345325 SUPPLIES FOR WEDNESDAY COOKING CLASSES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			095594	04/28/15	37.36		0.00	37.36
GL Distribution				Gross Amount Description				
010-8108-44100-00000000					37.36			

Claim# General Description
345326 SUPPLIES FOR VOLUNTEER RECOGNITION

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			165221	04/15/15	120.33		0.00	120.33
GL Distribution				Gross Amount Description				
010-8220-45280-00000000					120.33			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15584 FRANCHISE TAX BOARD WAP 266805 05/07/15 426.05

Claim# General Description
 345410 EMPLOYEE DEDUCTION P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115-RE	05/07/15	246.27		0.00	246.27
			050115-VH	05/07/15	62.61		0.00	62.61
			050115-DJ	05/07/15	117.17		0.00	117.17
GL Distribution				Gross Amount Description				
010-0000-20816-00000000				426.05				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17404 GENERAL BUILDING MANAGEMENT COMPAN WAP 266806 05/07/15 4,782.00

Claim# General Description
 345382 JANITORIAL SERVICE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33061	O		15187	03/31/15	4,782.00		0.00	4,782.00
GL Distribution				Gross Amount Description				
010-4340-44500-00000000				4,782.00				
PO Liquidation				Amount				
010-4340-44500-00000000				4,782.00				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17882 JOSE GOMEZ WAP 266807 05/07/15 12.23

Claim# General Description
 345308 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5175	04/20/15	12.23		0.00	12.23
GL Distribution				Gross Amount Description				
550-0000-12100-00000000				12.23				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17873 JUAN GOVEA WAP 266808 05/07/15 224.86

Claim# General Description
 345299 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5166	04/20/15	224.86		0.00	224.86
GL Distribution				Gross Amount Description				
550-0000-12100-00000000				224.86				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 155 GRAINGER 2 GRAINGER WAP 266809 05/07/15 255.24

Claim# General Description
 345383 AIR FRESHENERS FOR CITY HALL RESTROOMS

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 9699602281 03/25/15 255.24 0.00 255.24
 GL Distribution Gross Amount Description
 010-4340-43400-00000000 255.24

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 10700 HEALTH NET WAP 266810 05/07/15 1,808.56

Claim# General Description
 345406 MEDICAL PREMIUM GROUP C FOR MAY 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050115 05/07/15 1,808.56 0.00 1,808.56
 GL Distribution Gross Amount Description
 010-0000-20808-00000000 1,808.56

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 2531 HINDERLITER, DE LLAMAS & ASSOCIATE WAP 266811 05/07/15 2,645.00

Claim# General Description
 345384 CONTRACT SERVICES PROPERTY TAX FROM APRIL-JUNE 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 0021436-IN 05/01/15 2,645.00 0.00 2,645.00
 GL Distribution Gross Amount Description
 010-0800-44500-00000000 2,645.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17893 ANDY HSEIH WAP 266812 05/07/15 50.60

Claim# General Description
 345319 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5186 04/20/15 50.60 0.00 50.60
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 50.60

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 178 INDUSTRIAL PIPE & STEEL COMPANY WAP 266813 05/07/15 46.92

Claim# General Description
 345385 GRATE FOR PEDESTRIAN UNDERPASS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			866965	03/17/15	46.92		0.00	46.92
GL Distribution				Gross Amount Description				
010-4200-44635-00000000				46.92				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 1455 KABBARA ENGINEERING BILL KABBARA WAP 266814 05/07/15 13,567.80

Claim# General Description
 345386 PROFESSIONAL SERVICES RENDERED FOR SEPTEMBER 2014-APRIL 23,2015 CIP #21246

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33016	O		1230	04/23/15	13,567.80		0.00	13,567.80
GL Distribution				Gross Amount Description				
210-7300-44500-00021246				13,567.80				
PO Liquidation				Amount				
210-7300-44500-00021246				13,567.80				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15844 YOLANDA KARRAA WAP 266815 05/07/15 8,418.75

Claim# General Description
 345389 ACCOUNTING SERVICES RENDERED FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33099	O		43015	04/30/15	8,418.75		0.00	8,418.75
GL Distribution				Gross Amount Description				
010-0800-44500-00000000				7,593.75				
090-0800-44500-00000000				412.50				
095-0800-44500-00000000				412.50				
PO Liquidation				Amount				
010-0800-44500-00000000				7,593.75				
090-0800-44500-00000000				412.50				
095-0800-44500-00000000				412.50				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 197 KNORR SYSTEMS, INC WAP 266816 05/07/15 4,474.80

Claim# General Description
 345486 CHLORINE & CYANURIC ACID SUPPLIES FOR SMITH PARK POOL

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32892	O		SI167772	04/25/15	4,474.80		0.00	4,474.80
GL Distribution				Gross Amount Description				
010-8104-42210-00000000				4,474.80				
PO Liquidation				Amount				
010-8104-42210-00000000				4,474.80				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17885 IRENE MACIAS WAP 266817 05/07/15 5.35

Claim# General Description
 345311 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5178 04/20/15 5.35 0.00 5.35
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 5.35

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17890 MADA REDEVELOPEMENT LLC WAP 266818 05/07/15 12.49

Claim# General Description
 345316 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5183 04/20/15 12.49 0.00 12.49
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 12.49

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17897 TINA MARQUEZ RUBEN MARQUEZ WAP 266819 05/07/15 16.39

Claim# General Description
 345323 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5190 04/20/15 16.39 0.00 16.39
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 16.39

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17884 ELIZABETH MARROQUIN WAP 266820 05/07/15 43.62

Claim# General Description
 345310 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5177 04/20/15 43.62 0.00 43.62
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 43.62

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17875 MARGARITA MARTINEZ WAP 266821 05/07/15 62.63

Claim# General Description
 345301 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5168 04/20/15 62.63 0.00 62.63
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 62.63

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17898 MAYER HOFFMAN MCCANN P.C. WAP 266822 05/07/15 165.00

Claim# General Description
 345398 REGISTRATION FOR GASB-UPDATE-2015 FOR L.TRUJILLO,K.BORHANI AND H.DE GUZMAN

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050415 05/04/15 165.00 0.00 165.00
 GL Distribution Gross Amount Description
 010-0800-44800-00000000 165.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 13809 METLIFE SMALL BUSINESS CENTER WAP 266823 05/07/15 28.04

Claim# General Description
 345428 DENTAL PREMIUM GROUP C EMPLOYEES FOR MAY 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050115 05/07/15 28.04 0.00 28.04
 GL Distribution Gross Amount Description
 010-0000-20808-00000000 28.04

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17894 SHIRLEY MILLICK SANDRA CROCITTO WAP 266824 05/07/15 46.52

Claim# General Description
 345320 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5187 04/20/15 46.52 0.00 46.52
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 46.52

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17880 MODERN REALTY CO WAP 266825 05/07/15 37.58

Claim# General Description
 345306 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5173	04/20/15	37.58		0.00	37.58
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					37.58			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 10467 NATIONAL METER AND AUTOMATION, INC 1 NATIONAL METER & AUTOMATION WAP 266826 05/07/15 22,596.27

Claim# General Description
 345429 WATER METERS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32890	O		S1058842.001	03/11/15	16,948.80		0.00	16,948.80
GL Distribution				Gross Amount Description				
550-4920-44100-00000000					16,948.80			
PO Liquidation					Amount			
550-4920-44100-00000000					16,948.80			

Claim# General Description
 345430 WATER METERS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32890	O		S1059791.001	03/18/15	5,647.47		0.00	5,647.47
GL Distribution				Gross Amount Description				
550-4920-44100-00000000					5,647.47			
PO Liquidation					Amount			
550-4920-44100-00000000					5,647.47			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15796 NUFIC WAP 266827 05/07/15 291.13

Claim# General Description
 345425 EMPLOYEE PAID AD&D LIFE INSURANCE FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	291.13		0.00	291.13
GL Distribution				Gross Amount Description				
010-0000-20807-00000000					291.13			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17891 NEWSHIRE INVESTMENTS INC WAP 266828 05/07/15 47.39

Claim# General Description
 345317 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5184 04/20/15 47.39 0.00 47.39
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 47.39

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17892 VERONIQUE OLIVAREZ GUSTAVO OLIVARE WAP 266829 05/07/15 46.40

Claim# General Description
 345318 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5185 04/20/15 46.40 0.00 46.40
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 46.40

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 16524 ORBIT RENTALS, INC. WAP 266830 05/07/15 129.29

Claim# General Description
 345432 TILLER RENTAL FROM 03/09/15-03/10/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 183513 03/15/15 129.29 0.00 129.29
 GL Distribution Gross Amount Description
 010-4350-44100-00000000 129.29

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 7539 OVERLAND, PACIFIC, & CUTLER, INC. 3 OVERLAND PACIFIC & CUTLER, INC. WAP 266831 05/07/15 105.00

Claim# General Description
 345487 PROFESSIONAL SERVICES RENDERED FOR MARCH 2015 CIP #20053

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 32996 0 1503109 04/09/15 105.00 0.00 105.00
 GL Distribution Gross Amount Description
 210-7300-44500-00020053 105.00
 PO Liquidation Amount
 210-7300-44500-00020053 105.00

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
287	PLUMBING AND INDUSTRIAL SUPPLY	2	PLUMBING & INDUSTRIAL SUPPLY	WAP	266832	05/07/15	1,237.73	

Claim# General Description
345433 STOCK PLUMBING SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32953	0		S1152044.001	03/19/15	477.01		0.00	477.01
GL Distribution			Gross Amount Description					
010-4340-43440-00000000			477.01					
PO Liquidation			Amount					
010-4340-43440-00000000			477.01					

Claim# General Description
345434 REPAIR PARTS FOR CITY YARD WATER HEATER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32953	0		S1152042.001	03/19/15	312.93		0.00	312.93
GL Distribution			Gross Amount Description					
010-4340-43440-00000000			312.93					
PO Liquidation			Amount					
010-4340-43440-00000000			312.93					

Claim# General Description
345435 RIO HONDO PARK PLUMBING SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32953	0		S1152182.002	04/09/15	212.75		0.00	212.75
GL Distribution			Gross Amount Description					
010-4340-43440-00000000			212.75					
PO Liquidation			Amount					
010-4340-43440-00000000			212.75					

Claim# General Description
345436 REPLACEMENT MIRRORS FOR STREAMLAND PARK

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32953	0		S1152089.002	04/09/15	235.04		0.00	235.04
GL Distribution			Gross Amount Description					
010-4340-43440-00000000			235.04					
PO Liquidation			Amount					
010-4340-43440-00000000			235.04					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
16546	PLIC - SBD GRAND ISLAND			WAP	266833	05/07/15	6,486.06	

Claim# General Description
345420 PRINCIPAL FINANCIAL GROUP - DPO FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	6,486.06		0.00	6,486.06
GL Distribution			Gross Amount Description					
010-0000-20808-00000000			6,441.12					

CCS.AP Accounts Payable Release 8.2.1 N*APR700

By Gloria Candelaria (gcandelaria)

Payment History. Bank WAP Payment Dates 05/07/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

010-0900-41900-00000000 44.94

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
12228	PRMPCEA PR MGRS PROFSNL & CONFID E			WAP	266834	05/07/15	468.00	

Claim# General Description
 345426 MID-MGMT, PROFNL& CONFIDL EMPL ASSOC DUES, AND SERV FEE-PAYER P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	468.00		0.00	468.00
GL Distribution				Gross Amount Description				
010-0000-20812-00000000					468.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17878	NANCY PROO			WAP	266835	05/07/15	47.62	

Claim# General Description
 345304 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5171	04/20/15	47.62		0.00	47.62
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					47.62			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
2755	GEORGE QUEZADA DBA: QUALITY COPIER			WAP	266836	05/07/15	640.00	

Claim# General Description
 345437 KONICA BIZHUB 920 BILLED COPIES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1942	04/21/15	120.00		0.00	120.00
GL Distribution				Gross Amount Description				
010-3110-43300-00000000					120.00			
PO Liquidation				Amount				
010-3110-43300-00000000					120.00			

Claim# General Description
 345438 KONICA 7085 BILLED COPIES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1943	04/21/15	80.00		0.00	80.00
GL Distribution				Gross Amount Description				
010-3110-43300-00000000					80.00			
PO Liquidation				Amount				
010-3110-43300-00000000					80.00			

Claim# General Description
 345488 KONICA MINOLTA BIZHUB 920 LEASE TO OWN BILLED COPIES FOR FEBRUARY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1919-15	03/21/15	200.00		0.00	200.00
GL Distribution				Gross Amount Description				
010-8000-44500-00000000					200.00			

Claim# General Description

345489 KONICA MINOLTA BIZHUB 920 LEASE TO OWN BILLED COPIES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1941	04/21/15	240.00		0.00	240.00
GL Distribution				Gross Amount Description				
010-8000-44500-00000000					240.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17876	ROBERT RAMOS C/O JOSEPHINE LOZANO,			WAP	266837	05/07/15	74.46	

Claim# General Description

345302 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5169	04/20/15	74.46		0.00	74.46
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					74.46			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17901	JUAN RAYMUNDO			WAP	266838	05/07/15	40.00	

Claim# General Description

345505 REFUND FOR COURSE #8475

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1063144.002	10/16/14	40.00		0.00	40.00
GL Distribution				Gross Amount Description				
010-0000-20101-00000000					40.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1334	RED WING SHOE STORE WHITTIER MARKE			WAP	266839	05/07/15	150.00	

Claim# General Description

345439 SAFETY SHOES FOR T.VEGA

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			8240000002000	04/09/15	150.00		0.00	150.00
GL Distribution				Gross Amount Description				
550-4920-44930-00000000					150.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17899	RACHEL ROBERTS			WAP	266840	05/07/15	300.00	

Claim# General Description

345440 DEPOSIT REFUND FOR TUP #15-12 8337 TELEGRAPH RD 3RD FLOOR

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1033129	04/23/15	300.00		0.00	300.00
GL Distribution				Gross Amount Description				
990-0000-29119-00000000					300.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17889 ANNE-ALEXANDRA ROSEDALE WAP 266841 05/07/15 59.82

Claim# General Description
 345315 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5182	04/20/15	59.82		0.00	59.82
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					59.82			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 2027 ROSEMEAD ELECTRIC WHOLESALE WAP 266842 05/07/15 3,816.54

Claim# General Description
 345441 LIGHT FIXTURES FOR CITY OWNED PARKING LOTS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32951	O		33623	04/14/15	2,929.38	58.59	0.00	2,929.38
GL Distribution				Gross Amount Description				
010-4340-43410-00000000					2,929.38			
PO Liquidation				Amount				
010-4340-43410-00000000					2,929.38			

Claim# General Description
 345442 ELECTRICAL METER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32951	O		33631	04/16/15	613.13	12.26	0.00	613.13
GL Distribution				Gross Amount Description				
010-4340-43410-00000000					613.13			
PO Liquidation				Amount				
010-4340-43410-00000000					613.13			

Claim# General Description
 345443 ELECTRICAL PARTS FOR RECREATION BUILDING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32951	O		33632	04/16/15	274.03	5.48	0.00	274.03
GL Distribution				Gross Amount Description				
010-4340-43410-00000000					274.03			
PO Liquidation				Amount				
010-4340-43410-00000000					274.03			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 2120 ROUSSELLE COMPANY, INC WAP 266843 05/07/15 240.00

Claim# General Description
 345444 EXTERMINATION SERVICE AT CITY HALL FOR APRIL 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 2015-000627 04/16/15 240.00 0.00 240.00
 GL Distribution Gross Amount Description
 010-4340-44100-00000000 240.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17881 ALEJANDRA RUIZ WAP 266844 05/07/15 8.91

Claim# General Description
 345307 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5174 04/20/15 8.91 0.00 8.91
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 8.91

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17887 LUCIA RUIZ WAP 266845 05/07/15 12.23

Claim# General Description
 345313 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5180 04/20/15 12.23 0.00 12.23
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 12.23

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15726 RUSH TRUCK CENTERS OF CALIFORNIA, 2 INTERSTATE BILLING SERVICE INC. WAP 266846 05/07/15 419.78

Claim# General Description
 345445 REAR VIEW MIRROR FOR UNIT #243

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 97394892 04/02/15 209.89 0.00 209.89
 GL Distribution Gross Amount Description
 550-4920-43100-00000000 209.89

Claim# General Description
 345446 REAR VIEW MIRROR FOR UNIT #243

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 97404227 04/02/15 209.89 0.00 209.89
 GL Distribution Gross Amount Description
 550-4920-43100-00000000 209.89

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
2757	S & J SUPPLY CO, INC			WAP	266847	05/07/15		890.31	

Claim# General Description
345447 WATER FITTINGS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32889	0		S100050913.001	04/01/15	643.42		0.00	643.42
GL Distribution				Gross Amount	Description			
550-4920-44100-00000000					643.42			
PO Liquidation					Amount			
550-4920-44100-00000000					643.42			

Claim# General Description
345448 METER GASKETS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32889	0		S100050991.001	04/02/15	119.35		0.00	119.35
GL Distribution				Gross Amount	Description			
550-4920-44100-00000000					119.35			
PO Liquidation					Amount			
550-4920-44100-00000000					119.35			

Claim# General Description
345449 WATER FITTINGS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32889	0		S100051267.001	04/13/15	127.54		0.00	127.54
GL Distribution				Gross Amount	Description			
550-4920-44100-00000000					127.54			
PO Liquidation					Amount			
550-4920-44100-00000000					127.54			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
4664	S & S WORLDWIDE ACCOUNTS RECEIVABL			WAP	266848	05/07/15		4,312.41	

Claim# General Description
345490 REACH PROGRAM SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33210	0		8557758	04/02/15	4,312.41		0.00	4,312.41
GL Distribution				Gross Amount	Description			
690-8105-44100-00000000					4,312.41			
PO Liquidation					Amount			
690-8105-44100-00000000					4,312.41			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17895 SAFEGUARD EQUITIES, INC WAP 266849 05/07/15 18.68

Claim# General Description
 345321 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5188 04/20/15 18.68 0.00 18.68
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 18.68

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 344 SAN GABRIEL VALLEY WATER COMPANY WAP 266850 05/07/15 520.45 Y

Claim# General Description
 345511 WATER SERVICE FOR SAN GABRIEL PKWY MEDIAN 04/01/15-05/01/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050415 05/04/15 520.45 0.00 520.45
 GL Distribution Gross Amount Description
 010-4200-44200-00000000 520.45

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 57 SEIU LOCAL 721 CTW, CLC ATTN: CONT 1 SEIU LOCAL 721 CTW, CLC ATTN: ACC WAP 266851 05/07/15 1,760.77

Claim# General Description
 345413 UNION DUES DIRECTORS, FT, PT & NON MEMBER FEE PAYER P/E 05/01/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050115 05/07/15 1,760.77 0.00 1,760.77
 GL Distribution Gross Amount Description
 010-0000-20812-00000000 1,760.77

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17791 THE SHERWIN-WILLIAMS CO WAP 266852 05/07/15 348.48

Claim# General Description
 345452 PAINT FOR PICO PARK GYM

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 1901-2 04/07/15 43.89 0.00 43.89
 GL Distribution Gross Amount Description
 010-4340-43430-00000000 43.89

Claim# General Description
 345453 PAINT FOR PICO PARK

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 2150-5 04/15/15 136.07 0.00 136.07
 GL Distribution Gross Amount Description
 010-4340-43430-00000000 136.07

Claim# General Description
 CCS.AP Accounts Payable Release 8.2.1 N*APR700

By Gloria Candelaria (gcandelaria)

345454 PAINT FOR RECREATION BUILDING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			2151-3	04/15/15	168.52		0.00	168.52
GL Distribution			Gross Amount Description					
010-4340-43430-00000000			168.52					

Vend#	Vendor Name	Remit#	Payee	Bank Check#	Chk Date	Check Amount	Sep
5349	L & M FOOTWEAR DBA SHOETERIA			WAP 266853	05/07/15	2,197.48	

Claim# General Description
345455 SAFETY SHOES FOR VARIOUS CITY PERSONNEL

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			88302	04/03/15	1,153.15		0.00	1,153.15
GL Distribution			Gross Amount Description					
010-4200-44930-00000000			592.88					
010-4350-44100-00000000			416.85					
550-4920-44930-00000000			143.42					

Claim# General Description
345456 SAFETY SHOES FOR O.ARCINIEGA,M.RIOS,A.CARRERA AND M.RIVERA

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			88697	04/16/15	596.22		0.00	596.22
GL Distribution			Gross Amount Description					
010-4200-44930-00000000			596.22					

Claim# General Description
345457 SAFETY SHOES FOR M.GALVAN

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			88836	04/23/15	148.11		0.00	148.11
GL Distribution			Gross Amount Description					
550-4920-44930-00000000			148.11					

Claim# General Description
345458 SAFETY SHOES FOR C.DEL TORO

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			88842	04/23/15	150.00		0.00	150.00
GL Distribution			Gross Amount Description					
010-4200-44930-00000000			150.00					

Claim# General Description
345459 SAFETY SHOES FOR V.RAMOS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			88835	04/23/15	150.00		0.00	150.00
GL Distribution			Gross Amount Description					
010-4200-44930-00000000			150.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
357	SMART & FINAL IRIS COMPANY	1	SMART & FINAL	WAP	266854	05/07/15		722.32	

Claim# General Description
345327 SUPPLIES FOR REACH

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			199838	04/22/15	260.33		0.00	260.33
GL Distribution				Gross Amount	Description			
690-8105-44100-00000000				260.33				

Claim# General Description
345328 SUPPLIES FOR REACH

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			199841	04/22/15	202.20		0.00	202.20
GL Distribution				Gross Amount	Description			
690-8105-44100-00000000				202.20				

Claim# General Description
345387 SUPPLIES FOR REACH

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			102619	04/28/15	73.58		0.00	73.58
GL Distribution				Gross Amount	Description			
690-8105-44100-00000000				73.58				

Claim# General Description
345388 SUPPLIES FOR REACH

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			102624	04/28/15	186.21		0.00	186.21
GL Distribution				Gross Amount	Description			
690-8105-44100-00000000				186.21				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
12039	SPECIALIZED ELEVATOR CORPORATION			WAP	266855	05/07/15		290.16	

Claim# General Description
345460 MONTHLY ELEVATOR MAINTENANCE SERVICE FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			44645	04/01/15	290.16		0.00	290.16
GL Distribution				Gross Amount	Description			
010-4340-44100-00000000				290.16				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15538 STANDARD INSURANCE COMPANY WAP 266856 05/07/15 6,107.84

Claim# General Description
 345424 LIFE, SHORT-TERM & LONG-TERM DISABILITY PREMIUM FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	6,107.84		0.00	6,107.84
GL Distribution					Gross Amount Description			
010-0000-20808-00000000					6,107.84			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 9343 STANDARD LIFE INSURANCE WAP 266857 05/07/15 1,561.75

Claim# General Description
 345419 SUPPLEMENTAL LIFE INSURANCE FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/07/15	1,561.75		0.00	1,561.75
GL Distribution					Gross Amount Description			
010-0000-20807-00000000					1,561.75			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 10877 STATE DISBURSEMENT UNIT WAP 266858 05/07/15 716.03

Claim# General Description
 345401 EMPLOYEE DEDUCTION P/E 05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115-MG	05/07/15	264.46		0.00	264.46
			050115-LM	05/07/15	241.00		0.00	241.00
			050115-SR	05/07/15	210.57		0.00	210.57
GL Distribution					Gross Amount Description			
010-0000-20816-00000000					716.03			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 8059 BERNADETTE M. STERLING WAP 266859 05/07/15 435.00

Claim# General Description
 345492 CONTRACT INSTRUCTOR FOR COURSE #8816

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			8816	04/28/15	435.00		0.00	435.00
GL Distribution					Gross Amount Description			
010-8107-44510-00000000					435.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 13750 THE RAMSAY GROUP 1 THE RAMSAY GROUP WAP 266860 05/07/15 7,045.00

Claim# General Description
 345451 PROFESSIONAL SERVICES RENDERED FOR FEBRUARY 2015 CIP #21282

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33195	0		002	03/24/15	7,045.00		0.00	7,045.00
GL Distribution				Gross Amount Description				
210-7330-44500-00021282				7,045.00				
PO Liquidation				Amount				
210-7330-44500-00021282				7,045.00				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 11027 TIME WARNER CABLE 1 TIME WARNER CABLE WAP 266861 05/07/15 145.26

Claim# General Description
 345466 CABLE INTERNET CONNECTION AT RIO HONDO PARK 05/05/15-06/04/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042615	04/26/15	145.26		0.00	145.26
GL Distribution				Gross Amount Description				
010-0820-44300-00000000				145.26				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15207 TRIANGLE SPORTS,INC. WAP 266862 05/07/15 2,268.29

Claim# General Description
 345493 JERSIES AND POLOS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33054	0		30920	04/08/15	2,268.29		0.00	2,268.29
GL Distribution				Gross Amount Description				
010-8103-44100-00000000				2,268.29				
PO Liquidation				Amount				
010-8103-44100-00000000				2,268.29				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 16324 TYCO INTEGRATED SECURITY LLC KEYST 1 TYCO INTEGRATED SECURITY LLC WAP 266863 05/07/15 655.01

Claim# General Description
 345462 SECURITY SERVICES FOR PLANT #2 FROM 05/01/15-07/31/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			24093716	04/04/15	655.01		0.00	655.01
GL Distribution				Gross Amount Description				
550-4920-44100-00000000				655.01				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 6173 UNITED STATES TREASURY IRS / ACS S 4 U S TREASURY INTERNAL REVENUE SER WAP 266864 05/07/15 35.00

Claim# General Description
 345414 EMPLOYEE DEDUCTION P/E 05/01/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050115-PG 05/07/15 35.00 0.00 35.00
 GL Distribution Gross Amount Description
 010-0000-20816-00000000 35.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 398 UNDERGROUND SERVICE ALERT WAP 266865 05/07/15 132.00

Claim# General Description
 345463 NEW TICKETS FOR MARCH 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 320150506 04/01/15 132.00 0.00 132.00
 GL Distribution Gross Amount Description
 550-4920-44500-00000000 132.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17872 JUAN URENA WAP 266866 05/07/15 37.91

Claim# General Description
 345298 DEPOSIT REFUND

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 5165 04/20/15 37.91 0.00 37.91
 GL Distribution Gross Amount Description
 550-0000-12100-00000000 37.91

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 4256 US DEPARTMENT OF EDUCATION NATIONA 1 US DEPARTMENT OF EDUCATION NATION WAP 266867 05/07/15 238.19

Claim# General Description
 345427 EMPLOYEE DEDUCTION P/E 05/01/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050115-SS 05/07/15 238.19 0.00 238.19
 GL Distribution Gross Amount Description
 010-0000-20816-00000000 238.19

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
16916	ALBA C VELASCO			WAP	266868	05/07/15		507.00	

Claim# General Description
 345494 CONTRACT INSTRUCTOR FOR VARIOUS COURSES FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9701	04/23/15	120.00		0.00	120.00
			9849	04/23/15	279.00		0.00	279.00
			9846	04/23/15	54.00		0.00	54.00
			9852	04/23/15	54.00		0.00	54.00
GL Distribution			Gross Amount Description					
010-8107-44510-00000000			507.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
6584	DAVID VELASQUEZ			WAP	266869	05/07/15		219.00	

Claim# General Description
 345495 CONTRACT INSTRUCTOR FOR VARIOUS COURSES FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9808	04/27/15	39.00		0.00	39.00
			9802	04/27/15	60.00		0.00	60.00
			9805	04/27/15	75.00		0.00	75.00
			9811	04/27/15	45.00		0.00	45.00
GL Distribution			Gross Amount Description					
010-8107-44510-00000000			219.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
150	VERIZON CALIFORNIA	2	VERIZON CALIFORNIA	WAP	266870	05/07/15		374.43	Y

Claim# General Description
 345512 PHONE SVC - TELEMETER LINES 04/22/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042515	04/25/15	374.43		0.00	374.43
GL Distribution			Gross Amount Description					
010-0900-44300-00000000			374.43					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
152	VERIZON CALIFORNIA	3	VERIZON CALIFORNIA	WAP	266871	05/07/15		106.28	Y

Claim# General Description
 345510 ISDN / DSL LINES - VARIOUS LOCATIONS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042215	04/22/15	106.28		0.00	106.28
GL Distribution			Gross Amount Description					
010-0820-44300-00000000			106.28					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
9655	VERIZON WIRELESS	1	VERIZON WIRELESS	WAP	266872	05/07/15		76.02	Y

Claim# General Description
345513 WIRELESS ACCESS FOR 03/24/15-04/23/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9744575296	04/23/15	76.02		0.00	76.02
GL Distribution				Gross Amount	Description			
010-0100-44300-00000000				0.00				
010-0820-44300-00000000				0.00				
010-0200-44300-00000000				76.02				
010-3400-44300-00000000				0.00				
550-4920-44200-00000000				0.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
9655	VERIZON WIRELESS	1	VERIZON WIRELESS	WAP	266873	05/07/15		70.85	Y

Claim# General Description
345514 WIRELESS ACCESS FOR 03/24/15-04/23/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9744513862	04/23/15	70.85		0.00	70.85
GL Distribution				Gross Amount	Description			
010-0350-44300-00000000				70.85				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
9655	VERIZON WIRELESS	1	VERIZON WIRELESS	WAP	266874	05/07/15		459.38	Y

Claim# General Description
345515 WIRELESS ACCESS FOR 03/24/15-04/23/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9744545556	04/23/15	459.38		0.00	459.38
GL Distribution				Gross Amount	Description			
010-0900-44300-00000000				459.38				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
17883	LAURA VILLAGOMEZ			WAP	266875	05/07/15		30.09	

Claim# General Description
345309 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5176	04/20/15	30.09		0.00	30.09
GL Distribution				Gross Amount	Description			
550-0000-12100-00000000				30.09				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1706	WAXIE SANITARY SUPPLY			WAP	266876	05/07/15	1,792.93	

Claim# General Description
345497 JANITORIAL SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			75217950	04/16/15	994.68		0.00	994.68
GL Distribution				Gross Amount	Description			
010-8100-43400-00000000				994.68				

Claim# General Description
345498 JANITORIAL SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			75223632	04/20/15	798.25		0.00	798.25
GL Distribution				Gross Amount	Description			
010-8108-43400-00000000				798.25				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
413	WECK LABORATORIES INC			WAP	266877	05/07/15	550.00	

Claim# General Description
345464 WATER SAMPLE TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			W5D0225	04/06/15	50.00		0.00	50.00
GL Distribution				Gross Amount	Description			
550-4920-44500-00000000				50.00				

Claim# General Description
345465 WATER SAMPLE TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			W5D0595	04/10/15	225.00		0.00	225.00
GL Distribution				Gross Amount	Description			
550-4920-44500-00000000				225.00				

Claim# General Description
345467 WATER SAMPLE TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			W5D0596	04/10/15	225.00		0.00	225.00
GL Distribution				Gross Amount	Description			
550-4920-44500-00000000				225.00				

Claim# General Description
345468 WATER SAMPLE TESTING

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			W5D1038	04/17/15	50.00		0.00	50.00
GL Distribution				Gross Amount	Description			
550-4920-44500-00000000				50.00				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 829 WEST COAST SAND & GRAVEL, INC WAP 266878 05/07/15 584.62

Claim# General Description
 345469 CONCRETE BASE

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 1019558 03/31/15 584.62 0.00 584.62
 GL Distribution Gross Amount Description
 010-4200-44635-00000000 584.62

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 421 WHITTIER FERTILIZER COMPANY 1 WHITTIER FERTILIZER 9441 KRUSE RO WAP 266879 05/07/15 1,145.43

Claim# General Description
 345470 GROUND MAINTENANCE SUPPLIES

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 287764 02/11/15 19.80 0.00 19.80
 GL Distribution Gross Amount Description
 010-4350-43400-00000000 19.80

Claim# General Description
 345471 GROUND MAINTENANCE SUPPLIES

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 288813 03/03/15 41.47 0.00 41.47
 GL Distribution Gross Amount Description
 010-4350-43400-00000000 41.47

Claim# General Description
 345472 GROUND MAINTENANCE SUPPLIES

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 289201 03/10/15 13.20 0.00 13.20
 GL Distribution Gross Amount Description
 010-4350-43400-00000000 13.20

Claim# General Description
 345473 GROUND MAINTENANCE SUPPLIES

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 289536 03/19/15 324.50 0.00 324.50
 GL Distribution Gross Amount Description
 010-4350-43400-00000000 324.50

Claim# General Description
 345474 GROUND MAINTENANCE SUPPLIES

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 289534 03/19/15 99.00 0.00 99.00
 GL Distribution Gross Amount Description
 550-4920-44100-00000000 99.00

Claim# General Description
345475 GROUND MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			289527	03/19/15	194.70		0.00	194.70
GL Distribution					Gross Amount Description			
010-4350-43400-00000000					194.70			

Claim# General Description
345476 GROUND MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			289555	03/20/15	194.70		0.00	194.70
GL Distribution					Gross Amount Description			
010-4350-43400-00000000					194.70			

Claim# General Description
345477 GROUND MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			289922	03/25/15	26.40		0.00	26.40
GL Distribution					Gross Amount Description			
010-4350-43400-00000000					26.40			

Claim# General Description
345499 GROUND MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			291200	04/28/15	231.66		0.00	231.66
GL Distribution					Gross Amount Description			
010-8111-44100-00000000					231.66			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
2385	WILLDAN ASSOCIATES	2	WILLDAN	WAP	266880	05/07/15	2,588.33	

Claim# General Description
 345500 PROFESSIONAL SERVICES RENDERED FOR 03/02/15-04/03/15 CIP #21246

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33024	0		00319272	04/21/15	46.25		0.00	46.25
GL Distribution				Gross Amount Description				
210-7300-44500-00021246					46.25			
PO Liquidation					Amount			
210-7300-44500-00021246					46.25			

Claim# General Description
 345501 PROFESSIONAL SERVICES RENDERED FOR 03/02/15-04/03/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32995	0		00319274	04/22/15	92.50		0.00	92.50
GL Distribution				Gross Amount Description				
010-4000-44500-00000000					92.50			
PO Liquidation					Amount			
010-4000-44500-00000000					92.50			

Claim# General Description
 345502 PROFESSIONAL SERVICES RENDERED FOR 03/02/15-04/03/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32995	0		00319273	04/22/15	1,156.25		0.00	1,156.25
GL Distribution				Gross Amount Description				
010-4000-44500-00000000					1,156.25			
PO Liquidation					Amount			
010-4000-44500-00000000					1,156.25			

Claim# General Description
 345503 PROFESSIONAL SERVICES RENDERED FOR 03/02/15-04/03/15 CIP #21305

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33185	0		00319275	04/22/15	1,247.08		0.00	1,247.08
GL Distribution				Gross Amount Description				
210-7300-44500-00021305					1,247.08			
PO Liquidation					Amount			
210-7300-44500-00021305					1,247.08			

Claim# General Description
 345504 PROFESSIONAL SERVICES RENDERED FOR 03/02/15-04/03/15 CIP #21251

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33011	0		00319270	04/22/15	46.25		0.00	46.25
GL Distribution				Gross Amount Description				
210-7300-44500-00021251					46.25			
PO Liquidation					Amount			
210-7300-44500-00021251					46.25			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17437 WILLIAMS PIPELINE CONTRACTORS, INC 1 WILLIAMS PIPELINE CONTRACTORS INC WAP 266881 05/07/15 2,492.00

Claim# General Description
 345478 PROFESSIONAL SERVICES RENDERED FOR STORM DRAIN AT TERRADELL

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32919	0		500-3	04/15/15	2,492.00		0.00	2,492.00
GL Distribution				Gross Amount Description				
010-6300-44500-00000000					2,492.00			
PO Liquidation				Amount				
010-6300-44500-00000000					2,492.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17886 KENNY WU 1 KENNY WU WAP 266882 05/07/15 59.28

Claim# General Description
 345312 DEPOSIT REFUND

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			5179	04/20/15	59.28		0.00	59.28
GL Distribution				Gross Amount Description				
550-0000-12100-00000000					59.28			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15712 GOLFLINKS CONSULTING 1 GOLFLINKS CONSULTING WAP 266883 05/07/15 152,208.58

Claim# General Description
 345485 REIMBURSABLE EXPENSES FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0415A	05/05/15	152,208.58		0.00	152,208.58
GL Distribution				Gross Amount Description				
570-0000-13307-00000000					152,208.58			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 207 L A COUNTY SHERIFFS DEPARTMENT WAP 266884 05/07/15 850,154.61

Claim# General Description
 345390 GENERAL LAW ENFORCEMENT FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		153674NH	04/07/15	828,436.58		0.00	828,436.58
GL Distribution				Gross Amount Description				
010-3400-44500-00000000					800,301.54			
010-3400-43800-00000000					13,483.60			
010-3400-43900-00000000					14,651.44			
PO Liquidation				Amount				
010-3400-43800-00000000					13,483.60			
010-3400-43900-00000000					14,651.44			
010-3400-44500-00000000					800,301.54			

Claim# General Description
 345391 HELICOPTER SERVICE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		154055NH	04/24/15	937.85		0.00	937.85
GL Distribution				Gross Amount Description				
010-3400-44500-00000000					937.85			
PO Liquidation				Amount				
010-3400-44500-00000000					937.85			

Claim# General Description
 345392 HELICOPTER SERVICE FOR FEBRUARY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		154054NH	04/24/15	2,725.63		0.00	2,725.63
GL Distribution				Gross Amount Description				
010-3400-44500-00000000					2,725.63			
PO Liquidation				Amount				
010-3400-44500-00000000					2,725.63			

Claim# General Description
 345393 STAR DEPUTY SERVICES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		153749JJ	04/08/15	3,759.31		0.00	3,759.31
GL Distribution				Gross Amount Description				
010-3400-44500-00000000					3,759.31			
PO Liquidation				Amount				
010-3400-44500-00000000					3,759.31			

Claim# General Description
 345394 PRISONER MAINTENANCE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		154068WM	04/27/15	297.03		0.00	297.03
GL Distribution				Gross Amount Description				

Payment History. Bank WAP Payment Dates 05/07/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

010-3400-44500-00000000 297.03
 PO Liquidation Amount
 010-3400-44500-00000000 297.03

Claim# General Description
 345395 ENTERTAINMENT & RETAIL SECURITY FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		153952NH	04/21/15	4,483.08		0.00	4,483.08
GL Distribution				Gross Amount Description				
010-3400-44500-00000000				4,483.08				
PO Liquidation				Amount				
010-3400-44500-00000000				4,483.08				

Claim# General Description
 345396 NEIGHBORHOOD OUTREACH DEDICATED CAR FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		153951NH	04/21/15	4,034.77		0.00	4,034.77
GL Distribution				Gross Amount Description				
010-3400-44500-00000000				4,034.77				
PO Liquidation				Amount				
010-3400-44500-00000000				4,034.77				

Claim# General Description
 345397 PSP SPECIAL INVESTIGATION/BIKE PATROL SERVICE FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32912	O		153950NH	04/21/15	4,911.26		0.00	4,911.26
GL Distribution				Gross Amount Description				
010-3400-44500-00000000				4,911.26				
PO Liquidation				Amount				
010-3400-44500-00000000				4,911.26				

Claim# General Description
 345508 PRV-SRTS-NI PROGRAM SPECIAL EVENT FROM 03/12/15-03/20/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			153953NH	04/21/15	569.10		0.00	569.10
GL Distribution				Gross Amount Description				
210-7300-44500-00021262				569.10				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 16248 NASA SERVICES INC. WAP 266885 05/07/15 135,835.45

Claim# General Description
 345329 RUBBISH ASSESSMENT FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33062	O		040115	05/01/15	135,835.45		0.00	135,835.45
GL Distribution				Gross Amount Description				
010-0000-21200-00000000				135,835.45				
PO Liquidation				Amount				
010-0000-21200-00000000				135,835.45				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
68	WATER REPLENISHMENT DISTRICT OF SO			WAP	266886	05/07/15	103,292.56	

Claim# General Description
 345496 GROUNDWATER PRODUCTION AND ASSESSMENT FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33056	0		3853-0315	03/31/15	103,292.56		0.00	103,292.56
GL Distribution			Gross Amount		Description			
550-4920-44100-00000000			103,292.56					
PO Liquidation			Amount					
550-4920-44100-00000000			103,292.56					

Paid Checks:

Check Count	128
Check Total	1,445,016.62
PO Liquidation Total	1,216,541.28
Backup Withholding Total	0.00

Paid by ACH:

ACH Count	0
ACH Total	0.00
PO Liquidation Total	0.00
Backup Withholding Total	0.00

Total Payments:

Payment Count	128
Payment Total	1,445,016.62
PO Liquidation Total	1,216,541.28
Backup Withholding Total	0.00

Void Checks:

Check Count	0
Check Total	0.00
PO Liquidation Total	0.00
Backup Withholding Total	0.00

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
12479	A & D TRANSPORTATION			WAP	266888	05/14/15	2,071.00	

Claim# General Description
 345586 TRANSPORTATION FOR EXCURSION ON 04/22/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0422158756	04/30/15	682.75		0.00	682.75
GL Distribution					Gross Amount Description			
690-8105-44100-00000000					682.75			

Claim# General Description
 345587 TRANSPORTATION FOR EXCURSION ON 04/22/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0422158757	04/30/15	728.25		0.00	728.25
GL Distribution					Gross Amount Description			
690-8105-44100-00000000					728.25			

Claim# General Description
 345589 TRANSPORTATION FOR EXCURSION ON 04/22/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0422158758	04/30/15	660.00		0.00	660.00
GL Distribution					Gross Amount Description			
690-8105-44100-00000000					660.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
16448	ABM BUILDING SOLUTIONS, LLC			WAP	266889	05/14/15	8,563.00	

Claim# General Description
 345551 HVAC MAINTENANCE FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32959	O		039520	04/14/15	8,563.00		0.00	8,563.00
GL Distribution					Gross Amount Description			
010-4340-44500-00000000					8,563.00			
PO Liquidation					Amount			
010-4340-44500-00000000					8,563.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1913	AK MILLER GARAGE			WAP	266890	05/14/15	491.16	

Claim# General Description
 345637 OIL CHANGE AND REPAIRS FOR UNIT #267

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0028	04/28/15	491.16		0.00	491.16
GL Distribution					Gross Amount Description			
010-4370-43100-00000000					491.16			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 4009 ALVAREZ-GLASMAN & COLVIN WAP 266891 05/14/15 236.50

Claim# General Description
 345603 LEGAL SERVICES FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32989	0		051315	05/13/15	236.50		0.00	236.50
GL Distribution				Gross Amount Description				
010-0700-46910-00000000					236.50			
PO Liquidation				Amount				
010-0700-46910-00000000					236.50			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 5489 ARAMARK 1 ARAMARK WAP 266892 05/14/15 188.99

Claim# General Description
 345552 SUPPLIES FOR SENIOR CENTER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1306117	04/24/15	188.99		0.00	188.99
GL Distribution				Gross Amount Description				
010-8220-44500-00000000					188.99			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 5489 ARAMARK 2 ARAMARK UNIFORM SERVICES WAP 266893 05/14/15 1,223.52

Claim# General Description
 345638 UNIFORM RENTALS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			530559544	04/16/15	305.58		0.00	305.58
GL Distribution				Gross Amount Description				
010-4200-44500-00000000					244.46			
550-4920-44500-00000000					61.12			

Claim# General Description
 345639 UNIFORM RENTALS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			530579592	04/23/15	305.98		0.00	305.98
GL Distribution				Gross Amount Description				
010-4200-44500-00000000					244.78			
550-4920-44500-00000000					61.20			

Claim# General Description
 345640 UNIFORM RENTALS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			530596667	04/30/15	306.38		0.00	306.38
GL Distribution				Gross Amount Description				
010-4200-44500-00000000					245.10			
550-4920-44500-00000000					61.28			

Claim# General Description
345641 UNIFORM RENTALS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			530613674	05/07/15	305.58		0.00	305.58
GL Distribution			Gross Amount Description					
010-4200-44500-00000000			244.46					
550-4920-44500-00000000			61.12					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17724	DENISSE ARCE DBA H & A FURNITURE S			WAP	266894	05/14/15	3,186.00	

Claim# General Description
345649 CUBICLE PIECES TO MATCH EXISTING STYLE CIP #21192

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			124	04/22/15	3,186.00		0.00	3,186.00
GL Distribution			Gross Amount Description					
210-7320-44500-00021192			3,186.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
12407	ATKINS NORTH AMERICA, INC. FORMERL			WAP	266895	05/14/15	2,925.00	

Claim# General Description
345553 PROFESSIONAL SERVICES RENDERED FOR FEBRUARY 2015 CIP #21264

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			33078 O 1809758	03/22/15	2,925.00		0.00	2,925.00
GL Distribution			Gross Amount Description					
550-7340-44500-00021264			2,925.00					
PO Liquidation			Amount					
550-7340-44500-00021264			2,925.00					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
11309	AWT SYSTEMS		2 AWT	WAP	266896	05/14/15	6,907.28	

Claim# General Description
345642 CHLORINE TABS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			32888 O 15-024	04/14/15	6,907.28		0.00	6,907.28
GL Distribution			Gross Amount Description					
550-4920-42210-00000000			6,907.28					
PO Liquidation			Amount					
550-4920-42210-00000000			6,907.28					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15600 TRISSIA BAUGHMAN WAP 266897 05/14/15 126.00

Claim# General Description
 345590 CONTRACT INSTRUCTOR FOR COURSE #9704

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 9704 05/06/15 126.00 0.00 126.00
 GL Distribution Gross Amount Description
 010-8107-44510-00000000 126.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15601 CAFE N' STUFF CATERING DIVISION 1 CAFE N 'STUFF WAP 266898 05/14/15 731.39

Claim# General Description
 345554 CATERING SERVICE FOR SENIOR CENTER EVENT ON 04/17/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 E10473 04/17/15 731.39 0.00 731.39
 GL Distribution Gross Amount Description
 010-8220-45280-00000000 731.39

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17844 BENJAMIN CARDENAS WAP 266899 05/14/15 228.88

Claim# General Description
 345555 REIMBURSEMENT FOR BUSINESS LUNCH,PARKING AND MILEAGE

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 050715 05/07/15 228.88 0.00 228.88
 GL Distribution Gross Amount Description
 010-0200-44800-00000000 228.88

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 5971 CDW GOVERNMENT, INC. WAP 266900 05/14/15 346.15

Claim# General Description
 345556 TONER FOR COPIER/PRINTER

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 TW21759 04/17/15 346.15 0.00 346.15
 GL Distribution Gross Amount Description
 010-5310-42200-00000000 346.15

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 12829 ENDICOTT COMM., INC DBA CENTRAL VO WAP 266901 05/14/15 49.00

Claim# General Description
 345643 PUBLIC WORKS AFTER HOURS ANSWERING SERVICE

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 150400154 04/20/15 49.00 0.00 49.00
 GL Distribution Gross Amount Description
 010-4200-44100-00000000 49.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 736 CINTAS CORP 2 CINTAS DOCUMENT MANAGEMENT WAP 266902 05/14/15 110.00

Claim# General Description
 345557 MONTHLY SHREDDING SERVICES FOR 01/13/15

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 32940 O DG35542326 01/20/15 110.00 0.00 110.00
 GL Distribution Gross Amount Description
 010-0300-44500-00000000 110.00
 PO Liquidation Amount
 010-0300-44500-00000000 110.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17906 CONTROLLED CLIMATE CONSTRUCTION IN WAP 266903 05/14/15 6,900.00

Claim# General Description
 345594 WASTE MANAGEMENT REFUND FOR 5201 INDUSTRY AVE

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 928318 11/12/13 6,900.00 0.00 6,900.00
 GL Distribution Gross Amount Description
 900-0000-29848-00000000 6,900.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17140 NEFTALI CORTEZ DBA NATIONWIDE COST WAP 266904 05/14/15 5,800.00

Claim# General Description
 345558 REIMBURSEMENT FOR FEES COLLECTED FOR REGISTRATION OF FORECLOSURED PROPERTIES FOR APRIL 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 33031 O #PRM17-A 05/06/15 5,800.00 0.00 5,800.00
 GL Distribution Gross Amount Description
 010-0000-46921-00000000 5,800.00
 PO Liquidation Amount
 010-0000-46921-00000000 5,800.00

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
8972	CYPRESS LOCK & KEY	1	CYPRESS LOCK AND SAFE	WAP	266905	05/14/15	947.68	

Claim# General Description
 345644 CITY HALL WEST DOOR REPAIRS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			18376	04/22/15	947.68		0.00	947.68
GL Distribution				Gross Amount Description				
010-4340-43400-00000000				947.68				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
96	DANIELS TIRE SERVICE			WAP	266906	05/14/15	2,174.77	

Claim# General Description
 345645 TIRES FOR UNIT #250

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32952	O		200255123	04/06/15	2,174.77		0.00	2,174.77
GL Distribution				Gross Amount Description				
010-4370-43100-00000000				2,174.77				
PO Liquidation				Amount				
010-4370-43100-00000000				2,174.77				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17068	DATA TICKET INC			WAP	266907	05/14/15	400.00	

Claim# General Description
 345559 TICKET PROCESSING FOR JANUARY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32942	O		59480	03/03/15	200.00		0.00	200.00
GL Distribution				Gross Amount Description				
010-3200-44500-00000000				200.00				
PO Liquidation				Amount				
010-3200-44500-00000000				200.00				

Claim# General Description
 345568 TICKET PROCESSING FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32942	O		61470	05/11/15	200.00		0.00	200.00
GL Distribution				Gross Amount Description				
010-3200-44500-00000000				200.00				
PO Liquidation				Amount				
010-3200-44500-00000000				200.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
9942	DSLEXTREME.COM	3	DSL EXTREME	WAP	266908	05/14/15		248.49	

Claim# General Description
 345628 INTERNET SERVICES FOR RIO VISTA PARK - MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			12937694	05/01/15	62.83		0.00	62.83
GL Distribution	Gross Amount Description							
010-0820-44300-00000000	62.83							

Claim# General Description
 345629 INTERNET SERVICES FOR RIVERA PARK - MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			12939936	05/01/15	122.83		0.00	122.83
GL Distribution	Gross Amount Description							
010-0820-44300-00000000	122.83							

Claim# General Description
 345634 INTERNET SVCS FOR SMITH PARK JUNE 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			12967789	06/01/15	62.83		0.00	62.83
GL Distribution	Gross Amount Description							
010-0820-44300-00000000	62.83							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
116	DUNN-EDWARDS CORP			WAP	266909	05/14/15		855.66	

Claim# General Description
 345646 PAINT SPRAYER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			2026459197	03/17/15	855.66	17.11	0.00	855.66
GL Distribution	Gross Amount Description							
010-4340-43430-00000000	855.66							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
17712	FAST 5 PICO RIVERA 5, LLC			WAP	266910	05/14/15		91.80	

Claim# General Description
 345647 CITY VEHICLE CAR WASHES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			322	04/06/15	91.80		0.00	91.80
GL Distribution	Gross Amount Description							
010-4370-43100-00000000	91.80							

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 14058 FEDERAL PUBLISHING WAP 266911 05/14/15 298.50

Claim# General Description
 345648 COMPLIANCE MANUALS

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 48997 03/03/15 298.50 0.00 298.50
 GL Distribution Gross Amount Description
 010-4200-44930-00000000 238.80
 550-4920-44930-00000000 59.70

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15422 ANTOINETTE C FIERRO WAP 266912 05/14/15 207.00

Claim# General Description
 345591 CONTRACT INSTRUCTOR FOR COURSE #9669

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 9669 04/28/15 207.00 0.00 207.00
 GL Distribution Gross Amount Description
 010-8107-44510-00000000 207.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 6576 CHARLENE F. GODINEZ 1 CHARLENE F. GODINEZ WAP 266913 05/14/15 1,089.00

Claim# General Description
 345560 CONTRACT INSTRUCTOR FOR COURSES #9683,#9684 AND #9685

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 9683 05/02/15 360.00 0.00 360.00
 9684 05/02/15 372.00 0.00 372.00
 9685 05/02/15 357.00 0.00 357.00
 GL Distribution Gross Amount Description
 010-8107-44510-00000000 1,089.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 10931 GRAFFITI TRACKER, INC. 2 GRAFFITI TRACKER WAP 266914 05/14/15 1,500.00

Claim# General Description
 345561 GRAFFITI TRACKING SERVICES FOR MAY 2015

PO# Stat Contract# Invoice# Invc Dt Gross Amount Discount Amt Discount Used Net Amount
 33116 O 2883 05/04/15 1,500.00 0.00 1,500.00
 GL Distribution Gross Amount Description
 010-3230-44500-00000000 1,500.00
 PO Liquidation Amount
 010-3230-44500-00000000 1,500.00

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 1023 HOME DEPOT 3 HOME DEPOT CREDIT SERVICES DEPT. WAP 266915 05/14/15 2,216.13

Claim# General Description
 345574 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1050500	04/03/15	248.70		0.00	248.70
GL Distribution				Gross Amount	Description			
010-8111-43400-00000000				248.70				

Claim# General Description
 345575 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		8050890	04/06/15	27.09		0.00	27.09
GL Distribution				Gross Amount	Description			
010-4340-43400-00000000				27.09				
PO Liquidation				Amount				
010-4340-43400-00000000				27.09				

Claim# General Description
 345576 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		8561711	04/06/15	30.06		0.00	30.06
GL Distribution				Gross Amount	Description			
010-4340-43410-00000000				30.06				
PO Liquidation				Amount				
010-4340-43410-00000000				30.06				

Claim# General Description
 345577 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0102471	04/14/15	198.98		0.00	198.98
GL Distribution				Gross Amount	Description			
010-8102-44100-00000000				198.98				

Claim# General Description
 345578 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		9062186	04/15/15	66.66		0.00	66.66
			9062187	04/15/15	23.53		0.00	23.53
GL Distribution				Gross Amount	Description			
010-4340-43400-00000000				90.19				
PO Liquidation				Amount				
010-4340-43400-00000000				90.19				

Claim# General Description
 345579 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9062218	04/15/15	311.36		0.00	311.36
GL Distribution				Gross Amount Description				
010-8111-43400-00000000				311.36				

Claim# General Description
345580 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			8224078	04/16/15	-52.23		0.00	-52.23
GL Distribution				Gross Amount Description				
010-8111-43400-00000000				-52.23				

Claim# General Description
345581 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			8062329	04/16/15	82.34		0.00	82.34
			8102615	04/16/15	14.00		0.00	14.00
			8051973	04/16/15	21.20		0.00	21.20
GL Distribution				Gross Amount Description				
010-8290-44100-00000000				117.54				

Claim# General Description
345582 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		7052063	04/17/15	108.15		0.00	108.15
GL Distribution				Gross Amount Description				
010-4340-43440-00000000				108.15				
PO Liquidation				Amount				
010-4340-43440-00000000				108.15				

Claim# General Description
345583 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		4052467	04/20/15	84.25		0.00	84.25
			4052474	04/20/15	14.59		0.00	14.59
GL Distribution				Gross Amount Description				
010-4340-43400-00000000				98.84				
PO Liquidation				Amount				
010-4340-43400-00000000				98.84				

Claim# General Description
345584 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		4062923	04/20/15	116.91		0.00	116.91
GL Distribution				Gross Amount Description				
010-4340-43420-00000000				116.91				
PO Liquidation				Amount				
010-4340-43420-00000000				116.91				

Claim# General Description
345585 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	0		4062927	04/20/15	20.89		0.00	20.89
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					20.89			
PO Liquidation				Amount				
010-4340-43400-00000000					20.89			

Claim# General Description
345588 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	0		4224260	04/20/15	-42.78		0.00	-42.78
GL Distribution				Gross Amount Description				
010-4340-43400-00000000					-42.78			

Claim# General Description
345595 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	0		3045066	04/21/15	118.48		0.00	118.48
GL Distribution				Gross Amount Description				
010-4340-43420-00000000					98.71			
010-4340-43430-00000000					19.77			
PO Liquidation				Amount				
010-4340-43420-00000000					98.71			
010-4340-43430-00000000					19.77			

Claim# General Description
345596 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	0		3052624	04/21/15	55.19		0.00	55.19
GL Distribution				Gross Amount Description				
010-4340-43420-00000000					55.19			
PO Liquidation				Amount				
010-4340-43420-00000000					55.19			

Claim# General Description
345597 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			3063062	04/21/15	494.01		0.00	494.01
GL Distribution				Gross Amount Description				
690-8105-44100-00000000					494.01			

Claim# General Description
345598 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	0		3071278	04/21/15	217.80		0.00	217.80
GL Distribution				Gross Amount Description				

Payment History. Bank WAP Payment Dates 05/14/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

010-4340-43400-00000000 217.80
 PO Liquidation Amount
 010-4340-43400-00000000 217.80

Claim# General Description
 345599 MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32954	O		1052886	04/23/15	56.95		0.00	56.95
GL Distribution				Gross Amount Description				
010-4340-43420-00000000					56.95			
PO Liquidation				Amount				
010-4340-43420-00000000					56.95			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
178	INDUSTRIAL PIPE & STEEL COMPANY			WAP	266917*	05/14/15	112.97	

Claim# General Description
 345650 SHOP STOCK SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			868695	03/25/15	112.97		0.00	112.97
GL Distribution				Gross Amount Description				
010-4370-43100-00000000					112.97			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
13500	ITRON INC.			WAP	266918	05/14/15	3,790.47	

Claim# General Description
 345652 ANNUAL METER READING HARDWARE, SOFTWARE MAINTENANCE AND LICENSE FEE FROM 05/01/15-04/30/16

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			369604	04/11/15	3,790.47		0.00	3,790.47
GL Distribution				Gross Amount Description				
550-4900-44500-00000000					3,790.47			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1455	KABBARA ENGINEERING BILL KABBARA			WAP	266919	05/14/15	6,360.00	

Claim# General Description
 345653 PROFESSIONAL SERVICES RENDERED FROM FEBRUARY 24,2015-MARCH 31,2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33208	O		1243	04/06/15	6,360.00		0.00	6,360.00
GL Distribution				Gross Amount Description				
095-0420-44500-00000000					6,360.00			
PO Liquidation				Amount				
095-0420-44500-00000000					6,360.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
13522	LASERCARE TECHNOLOGIES INC.			WAP	266920	05/14/15	799.69	

Claim# General Description
345562 TONER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			AR91693	04/30/15	799.69		0.00	799.69
GL Distribution				Gross Amount Description				
010-0820-44500-00000000				799.69				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
911680	LONGO TOYOTA	1	TOYOTA FINANCIAL SERVICES	WAP	266921	05/14/15	1,289.22	

Claim# General Description
345569 CITY VEHICLE LEASE PAYMENTS FOR MAY 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33159	O		010277KR965-05	05/07/15	214.87		0.00	214.87
			010277KR976-05	05/07/15	214.87		0.00	214.87
			010277KS078-05	05/07/15	214.87		0.00	214.87
			010277KS088-05	05/07/15	214.87		0.00	214.87
			010277KS121-05	05/07/15	214.87		0.00	214.87
			010277KS124-05	05/07/15	214.87		0.00	214.87
GL Distribution				Gross Amount Description				
200-4370-47300-00000000				1,289.22				
PO Liquidation				Amount				
200-4370-47300-00000000				1,289.22				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17356	MARINA			WAP	266922	05/14/15	9,137.28	

Claim# General Description
345654 PROFESSIONAL SERVICES RENDERED FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33073	O		114037-08	04/23/15	9,137.28		0.00	9,137.28
GL Distribution				Gross Amount Description				
010-4200-44500-00000000				9,137.28				
PO Liquidation				Amount				
010-4200-44500-00000000				9,137.28				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
14475	THERESA J. MERCURIO			WAP	266923	05/14/15	147.00	

Claim# General Description
345563 CONTRACT INSTRUCTOR FOR COURSE #9695

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9695	04/18/15	147.00		0.00	147.00
GL Distribution				Gross Amount Description				
010-8107-44510-00000000				147.00				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 1380 OFFICE DEPOT WAP 266924 05/14/15 5,784.07

Claim# General Description
 345519 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			767067908001	04/22/15	336.58		0.00	336.58
GL Distribution				Gross Amount Description				
010-0300-42200-00000000				336.58				

Claim# General Description
 345520 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			767067990001	04/23/15	24.85		0.00	24.85
GL Distribution				Gross Amount Description				
010-0300-42200-00000000				24.85				

Claim# General Description
 345521 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			767067991001	04/25/15	18.38		0.00	18.38
GL Distribution				Gross Amount Description				
010-0300-42200-00000000				18.38				

Claim# General Description
 345522 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			766377531001	04/21/15	125.40		0.00	125.40
GL Distribution				Gross Amount Description				
010-0100-44100-00000000				125.40				

Claim# General Description
 345523 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			766772299001	04/21/15	1,822.90		0.00	1,822.90
GL Distribution				Gross Amount Description				
010-0100-44100-00000000				1,822.90				

Claim# General Description
 345524 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			766907249001	04/22/15	121.84		0.00	121.84
GL Distribution				Gross Amount Description				
010-0100-44100-00000000				121.84				

Claim# General Description
 345526 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			763387268001	04/02/15	29.46		0.00	29.46
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					29.46			

Claim# General Description
345527 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			763387310001	04/01/15	34.93		0.00	34.93
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					34.93			

Claim# General Description
345528 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764021542001	04/03/15	63.55		0.00	63.55
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					63.55			

Claim# General Description
345529 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764034108001	04/03/15	73.83		0.00	73.83
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					73.83			

Claim# General Description
345530 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764034213001	04/03/15	67.71		0.00	67.71
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					67.71			

Claim# General Description
345531 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764034214001	04/03/15	21.58		0.00	21.58
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					21.58			

Claim# General Description
345532 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764547860001	04/08/15	87.98		0.00	87.98
GL Distribution					Gross Amount	Description		
010-0800-42200-00000000					87.98			

Claim# General Description
345533 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768046332001	04/29/15	68.20		0.00	68.20
GL Distribution					Gross Amount Description			
010-0800-42200-00000000					68.20			

Claim# General Description
345534 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768046459001	04/29/15	23.31		0.00	23.31
GL Distribution					Gross Amount Description			
010-0800-42200-00000000					23.31			

Claim# General Description
345535 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768320870001	04/30/15	138.47		0.00	138.47
GL Distribution					Gross Amount Description			
010-0800-42200-00000000					138.47			

Claim# General Description
345536 CREDIT FOR RETURNED MERCHANDISE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			764819198001	04/08/15	-20.19		0.00	-20.19
GL Distribution					Gross Amount Description			
010-5310-42200-00000000					-20.19			

Claim# General Description
345537 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			763712392001	04/02/15	75.19		0.00	75.19
GL Distribution					Gross Amount Description			
010-4000-42200-00000000					75.19			

Claim# General Description
345538 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			766321018001	04/20/15	112.99		0.00	112.99
GL Distribution					Gross Amount Description			
010-4000-42200-00000000					112.99			

Claim# General Description
345539 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768075696001	04/29/15	33.31		0.00	33.31
GL Distribution					Gross Amount Description			

010-4000-42200-00000000 33.31

Claim# General Description
345540 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768205027001	04/29/15	78.28		0.00	78.28
GL Distribution					Gross Amount Description			
010-4000-42200-00000000					78.28			

Claim# General Description
345541 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			767735521001	04/28/15	489.45		0.00	489.45
GL Distribution					Gross Amount Description			
010-4000-42200-00000000					489.45			

Claim# General Description
345542 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			767737330001	04/28/15	13.28		0.00	13.28
GL Distribution					Gross Amount Description			
010-4000-42200-00000000					13.28			

Claim# General Description
345544 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			765667456001	04/15/15	50.04		0.00	50.04
GL Distribution					Gross Amount Description			
010-8102-44100-00000000					50.04			

Claim# General Description
345545 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			766915270001	04/22/15	353.12		0.00	353.12
GL Distribution					Gross Amount Description			
010-8220-44100-00000000					353.12			

Claim# General Description
345546 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			768398302001	04/30/15	205.90		0.00	205.90
GL Distribution					Gross Amount Description			
010-8102-42200-00000000					205.90			

Claim# General Description
345547 OFFICE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount

Payment History. Bank WAP Payment Dates 05/14/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

765666578001	04/15/15	227.95	0.00	227.95
GL Distribution	Gross Amount Description			
010-8000-44100-00000000	227.95			

Claim# General Description
345548 OFFICE SUPPLIES

PO# Stat Contract# Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
765667812001	04/15/15	113.45		0.00	113.45
GL Distribution	Gross Amount Description				
010-8000-44100-00000000	113.45				

Claim# General Description
345549 CREDIT FOR RETURNED MERCHANDISE

PO# Stat Contract# Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
767131569001	04/24/15	-4.24		0.00	-4.24
GL Distribution	Gross Amount Description				
010-8000-42200-00000000	-4.24				

Claim# General Description
345550 OFFICE SUPPLIES

PO# Stat Contract# Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
766917813001	04/23/15	996.57		0.00	996.57
GL Distribution	Gross Amount Description				
010-4033-44100-00000000	332.19				
010-3100-42200-00000000	664.38				

Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
913275 PESTICIDE APPLICATORS PROFESSIONAL WAP 266927* 05/14/15 140.00

Claim# General Description
345570 REGISTRATION FOR M.RIOS TO ATTEND PESTICIDE APPLICATORS SEMINAR ON 06/23/15 AND HANDS-ON SEMINAR ON 07/07/15

PO# Stat Contract# Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
051315	05/13/15	140.00		0.00	140.00
GL Distribution	Gross Amount Description				
010-4200-44800-00000000	140.00				

Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
17907 PERMIT ADVISORS WAP 266928 05/14/15 9,939.36

Claim# General Description
345601 REFUND FOR WASTE MANAGEMENT PLAN 9425 TELEGRAPH RD

PO# Stat Contract# Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
1002844A	11/20/14	9,939.36		0.00	9,939.36
GL Distribution	Gross Amount Description				
990-0000-29848-00000000	9,939.36				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
283	PICO WATER DISTRICT	2	PICO WATER DISTRICT	WAP	266929	05/14/15	12,083.45	

Claim# General Description
 345625 WATER SVCS - VARIOUS PARKS SERVICE 03/18/15-04/16/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/01/15	8,968.22		0.00	8,968.22
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					8,674.72			
010-4350-44200-00001694					121.40			
010-4000-44200-00000000					172.10			

Claim# General Description
 345626 WATER SVC - VARIOUS ISLAND AND CITY PROPERTY 03/17/15-04/15/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/01/15	3,084.97		0.00	3,084.97
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					3,072.21			
550-4920-44200-00000000					12.76			

Claim# General Description
 345627 WATER SVC - REDEVELOPMENT PROPERTY 03/18/15-04/16/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050115	05/01/15	30.26		0.00	30.26
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					30.26			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
13323	QUALITY CODE PUBLISHING			WAP	266930	05/14/15	925.47	

Claim# General Description
 345571 MUNICIPAL CODIFICATION SERVICES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			2015-154	05/05/15	925.47		0.00	925.47
GL Distribution					Gross Amount Description			
010-0300-44500-00000000					925.47			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
15263	IRMA RANGEL			WAP	266931	05/14/15	200.00	

Claim# General Description
 345564 ENTERTAINMENT FOR MOTHER'S DAY EVENT ON 05/08/15 AT THE SENIOR CENTER

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			50815	05/01/15	200.00		0.00	200.00
GL Distribution					Gross Amount Description			
010-8220-45280-00000000					200.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15404 ROSENOW SPEVACEK GROUP, INC WAP 266932 05/14/15 2,576.25

Claim# General Description
 345600 RSG916-SUCCESSOR AGENCY SERVICES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33140	0		I000330	05/05/15	2,576.25		0.00	2,576.25
GL Distribution			Gross Amount Description					
851-0501-44500-00000000			2,576.25					
PO Liquidation			Amount					
851-0501-44500-00000000			2,576.25					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 4239 SALGADO TIRE SERVICE WAP 266933 05/14/15 15.00

Claim# General Description
 345657 TIRE REPAIR FOR UNIT #272

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			4107	04/17/15	15.00		0.00	15.00
GL Distribution			Gross Amount Description					
010-4370-43100-00000000			15.00					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 6337 SEA CLEAR POOLS WAP 266934 05/14/15 379.50

Claim# General Description
 345565 SMITH PARK POOL PUMP

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			15-4345	04/24/15	379.50		0.00	379.50
GL Distribution			Gross Amount Description					
010-8104-44100-00000000			379.50					

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 357 SMART & FINAL IRIS COMPANY WAP 266935 05/14/15 198.20

Claim# General Description
 345518 SUPPLIES FOR MOTHER'S DAY EVENT ON 05/08/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			107222	05/05/13	31.13		0.00	31.13
GL Distribution			Gross Amount Description					
010-8220-45280-00000000			31.13					

Claim# General Description
 345573 REFRESHMENTS AND SNACKS FOR CJPIA WORKSHOP

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			110426	05/12/15	167.07		0.00	167.07
GL Distribution			Gross Amount Description					
010-0350-44100-00000000			167.07					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
360	SO CALIF EDISON COMPANY ATTN: MILL	5	SOUTHERN CALIFORNIA EDISON	WAP	266936	05/14/15	1,375.12	Y

Claim# General Description
 345630 ELECTRIC SVC BILL DATED 05/08/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050815	05/08/15	1,375.12		0.00	1,375.12
GL Distribution			Gross Amount Description					
010-4200-44200-00000000				1,375.12				
210-7300-44500-00020053				0.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
360	SO CALIF EDISON COMPANY ATTN: MILL	5	SOUTHERN CALIFORNIA EDISON	WAP	266937	05/14/15	540.76	Y

Claim# General Description
 345631 ELECTRIC SVC - VARIOUS LOCATIONS BILLING DATED 04/28/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042815	04/28/15	540.76		0.00	540.76
GL Distribution			Gross Amount Description					
010-4200-44200-00000000				63.25				
550-4920-44200-00000000				0.00				
010-4000-44200-00000000				0.00				
590-8430-44200-00000000				477.51				
019-6310-44200-00000000				0.00				

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
360	SO CALIF EDISON COMPANY ATTN: MILL	5	SOUTHERN CALIFORNIA EDISON	WAP	266938	05/14/15	2,061.55	Y

Claim# General Description
 345636 ELECTRIC SVC - VARIOUS LOCATIONS BILLING DATED 05/08/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050815	05/08/15	2,061.55		0.00	2,061.55
GL Distribution			Gross Amount Description					
010-4200-44200-00000000				2,061.55				
550-4920-44200-00000000				0.00				
010-4000-44200-00000000				0.00				
590-8430-44200-00000000				0.00				
019-6310-44200-00000000				0.00				

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 369 SO CALIF GAS COMPANY WAP 266939 05/14/15 2,015.59

Claim# General Description
 345607 GAS SVC-4632 ORANGE (MEX AMER SR CTZ) 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			09240701004-0415	04/02/15	23.52		0.00	23.52
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					23.52			

Claim# General Description
 345608 GAS SVC - ORANGE ST/RIO HONDO PARK 04/03/15-05/04/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0861698294-0415	04/03/15	92.94		0.00	92.94
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					92.94			

Claim# General Description
 345610 GAS SVC - 6016 ROSEMEAD SMITH PK POOL 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1155067600-0415	04/02/15	352.62		0.00	352.62
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					352.62			

Claim# General Description
 345611 GAS SVC-6016 ROSEMEAD SMITH PARK 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1134067649-0415	04/02/15	126.69		0.00	126.69
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					126.69			

Claim# General Description
 345612 GAS SVC - 6615 PASSONS CITY HALL 04/02/15-04/30/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			0252067200-0415	04/01/15	18.42		0.00	18.42
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					18.42			

Claim# General Description
 345613 GAS SVC - 6767 PASSONS REC CNTR 04/01/15-04/30/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			06930672008-0415	04/01/15	222.89		0.00	222.89
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					222.89			

Claim# General Description
 345614 GAS SVC - 8751 COFFMAN RIO VISTA PK 04/01/15-04/30/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			01890678004-0415	04/01/15	91.06		0.00	91.06
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					91.06			

Claim# General Description

345615 GAS SVC - VETERANS MEMORIAL FLAME FOR 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			10295430853-0415	04/01/15	543.16		0.00	543.16
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					543.16			

Claim# General Description

345616 GAS SVC - 9122 WASHINGTON BLVD (HISTORICAL SOCIETY) 04/01/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1323066950-0415	04/01/15	7.71		0.00	7.71
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					7.71			

Claim# General Description

345617 GAS SVC - 9200 MINES SR CTR 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			17220675007-0415	04/02/15	312.95		0.00	312.95
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					312.95			

Claim# General Description

345618 GAS SVC - 9528 BEVERLY BLVD 04/01/15-04/30/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			15320716739-0415	04/01/15	65.06		0.00	65.06
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					65.06			

Claim# General Description

345619 GAS SVC - 9530 SHADE LANE RIVERA PK 04/02/15-05/01/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			15120631005-0415	04/02/15	144.27		0.00	144.27
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					144.27			

Claim# General Description

345621 GAS SVC - 9633 BEVERLY RD CITY YARD 04/01/15-04/30/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			03560718003-0415	04/01/15	14.30		0.00	14.30
GL Distribution					Gross Amount Description			
010-4200-44200-00000000					14.30			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 17632 CHELSEA STEVENS WAP 266940 05/14/15 1,100.00

Claim# General Description
 345593 MUSIC PROVIDED FOR MEMORIAL DAY EVENT ON 05/25/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			52515	05/13/15	1,100.00		0.00	1,100.00
GL Distribution				Gross Amount Description				
010-8102-44100-00000000					1,100.00			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 9331 TALX CORPORATION 2 TALX CORPORATION DBA TALX, EQUIFA WAP 266941 05/14/15 291.99

Claim# General Description
 345566 SOCIAL SERVICES FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			1830869	05/08/15	291.99		0.00	291.99
GL Distribution				Gross Amount Description				
010-5310-44500-00000000					291.99			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 15576 TARGET SPECIALTY PRODUCTS 2 TARGET SPECIALTY PRODUCTS WAP 266942 05/14/15 621.65

Claim# General Description
 345658 WEED ABATEMENT SPRAY

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			PI0258096	04/14/15	621.65		0.00	621.65
GL Distribution				Gross Amount Description				
010-4200-44675-00000000					621.65			

 Vend# Vendor Name Remit# Payee Bank Check# Chk Date Check Amount Sep
 11027 TIME WARNER CABLE 1 TIME WARNER CABLE WAP 266943 05/14/15 99.41

Claim# General Description
 345622 CABLE INTERNET CONNECTION AT CITY HALL (PUBLIC INFO) - 05/16/15-06/15/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			051615	05/16/15	99.41		0.00	99.41
GL Distribution				Gross Amount Description				
010-0820-44300-00000000					99.41			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
11027	TIME WARNER CABLE	1	TIME WARNER CABLE	WAP	266944	05/14/15		127.35	Y

Claim# General Description
 345635 CABLE INTERNET CONNECTION FOR EOC 05/16/15-06/15/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050815	05/08/15	127.35		0.00	127.35
GL Distribution			Gross Amount Description					
010-3230-44920-00000000			127.35					

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check	Amount	Sep
15535	US BANK CORPORATE TRUST SERVICES	5	U.S. BANK CORPORATE PAYMENT SYSTE	WAP	266945	05/14/15		16,947.47	

Claim# General Description
 345606 MONTHLY CREDIT CARD STATEMENT FOR BILLING ENDING 04/27/2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			042715	04/27/15	16,947.47		0.00	16,947.47
GL Distribution			Gross Amount Description					
010-4000-42200-00000000			36.00					
019-6310-44100-00000000			43.59					
019-6310-44100-00000000			381.49					
550-4920-44100-00000000			3,659.40					
010-0820-44500-00000000			570.90					
010-0820-44500-00000000			20.00					
010-0820-44500-00000000			948.00					
010-0100-44800-00000000			350.00					
010-0100-42600-00000000			100.00					
010-0100-42600-00000000			50.00					
010-0100-44800-00000000			570.00					
010-0350-44100-00000000			46.32					
010-0100-44100-00000000			27.63					
010-0100-44100-00000000			45.87					
010-0100-44800-00000000			446.88					
010-0100-44800-00000000			89.95					
010-3100-44800-00000000			47.96					
010-3100-44800-00000000			42.29					
010-3100-44100-00000000			717.10					
010-3230-44800-00000000			25.00					
010-3235-44800-00000000			100.00					
010-0400-46700-00000000			598.24					
010-8000-44800-00000000			600.00					
010-8101-44100-00000000			11.00					
690-8105-44100-00000000			70.89					
690-8105-44100-00000000			326.70					
010-8290-44100-00000000			421.80					
010-8108-44100-00000000			180.00					
010-8000-44100-00000000			59.35					
090-0410-44500-00009105			1,207.68					
010-0400-46700-00000000			33.95					
010-0400-46700-00000000			300.00					
010-0400-46700-00000000			778.66					

Payment History. Bank WAP Payment Dates 05/14/2015 to 99/99/9999 Check/ACH#'s 0 to 999999 Payment Type ALL

690-8105-44100-00000000	1,729.40
690-8105-44100-00000000	1,818.95
010-8115-44100-00000000	258.12
010-8102-44100-00000000	234.35

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17372	VERONICA VASQUEZ V V & G CONSTRUCT	1	V V & G CONSTRUCTION	WAP	266947*	05/14/15	2,035.00	

Claim# General Description
345567 HOME REHAB PROGRAM (GRANT & LOAN PROGRAMS) 6136 RIMBANK AVE

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33242	O		415-5-50	04/28/15	2,035.00		0.00	2,035.00
GL Distribution				Gross Amount	Description			
630-5400-44100-00006311					1,886.00			
650-5000-44100-00006410					149.00			
PO Liquidation				Amount				
630-5400-44100-00006311					1,886.00			
650-5000-44100-00006410					149.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
9655	VERIZON WIRELESS	1	VERIZON WIRELESS	WAP	266948	05/14/15	1,140.10	Y

Claim# General Description
345624 COMMUNICATION SVCS FOR 03/22/15-04/21/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			9744381638	04/21/15	1,140.10		0.00	1,140.10
GL Distribution				Gross Amount	Description			
010-0900-44300-00000000					1,059.87			
690-8105-44300-00000000					80.23			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
5219	VULCAN MATERIALS CO WESTERN DIVISI			WAP	266949	05/14/15	908.28	

Claim# General Description
345659 ASPHALT

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33222	O		70726431	03/30/15	226.33		0.00	226.33
GL Distribution				Gross Amount	Description			
550-4920-44605-00000000					226.33			
PO Liquidation				Amount				
550-4920-44605-00000000					226.33			

Claim# General Description
345660 ASPHALT

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33222	O		70733199	04/06/15	227.07		0.00	227.07
GL Distribution				Gross Amount	Description			
010-4200-44605-00000000					227.07			
PO Liquidation				Amount				
010-4200-44605-00000000					227.07			

Claim# General Description
345661 ASPHALT

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33222	O		70733198	04/06/15	226.33		0.00	226.33
GL Distribution				Gross Amount Description				
010-4200-44605-00000000					226.33			
PO Liquidation					Amount			
010-4200-44605-00000000					226.33			

Claim# General Description
345662 ASPHALT

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
33222	O		70738465	04/10/15	228.55		0.00	228.55
GL Distribution				Gross Amount Description				
550-4920-44605-00000000					228.55			
PO Liquidation					Amount			
550-4920-44605-00000000					228.55			

Vend#	Vendor Name	Remit#	Payee	Bank Check#	Chk Date	Check Amount	Sep
415	WEST WHITTIER PAINT COMPANY			WAP 266950	05/14/15	10.56	

Claim# General Description
345663 PAINT STENCILS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			35746	03/05/15	10.56		0.00	10.56
GL Distribution				Gross Amount Description				
010-4200-44635-00000000					10.56			

Vend#	Vendor Name	Remit#	Payee	Bank Check#	Chk Date	Check Amount	Sep
421	WHITTIER FERTILIZER COMPANY	1	WHITTIER FERTILIZER 9441 KRUSE RO	WAP 266951	05/14/15	4,165.00	

Claim# General Description
345572 NES DEBRIS TRANSFER SERVICE FOR APRIL 6TH,13TH,20TH AND 27TH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			291375	04/30/15	4,000.00		0.00	4,000.00
GL Distribution				Gross Amount Description				
010-4200-44500-00000000					4,000.00			

Claim# General Description
345664 GROUND MAINTENANCE SUPPLIES

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			288804	03/02/15	165.00		0.00	165.00
GL Distribution				Gross Amount Description				
010-4200-44645-00000000					165.00			

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
15623	ARMANDO ZUBIA DBA PASSAGE ENTERTAI	2	PASSAGE ENTERTAINMENT ARMANDO ZUB	WAP	266952	05/14/15	750.00	

Claim# General Description
 345592 PA SERVICE FOR LIVE SOUND AND SPEACH ON 05/25/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			#05252015PE	05/06/15	750.00		0.00	750.00
GL Distribution	Gross Amount Description							
010-8102-44100-00000000	750.00							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
1266	NATIONWIDE ENVIRONMENTAL SERVICES	1	NATIONWIDE ENVIRONMENTAL SERVICES	WAP	266953	05/14/15	51,118.40	

Claim# General Description
 345655 BUS SHELTER/STREET SWEEPING MAINTENANCE SERVICE FOR APRIL 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32994	O		26563	04/15/15	45,631.95		0.00	45,631.95
GL Distribution	Gross Amount Description							
010-4200-44500-00000000	35,721.60							
090-0410-44500-00009128	9,910.35							
PO Liquidation	Amount							
010-4200-44500-00000000	35,721.60							
090-0410-44500-00009128	9,910.35							

Claim# General Description
 345656 GRAFFITI ABATEMENT SERVICES FOR MARCH 2015

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32994	O		26496	03/31/15	5,486.45		0.00	5,486.45
GL Distribution	Gross Amount Description							
010-4200-44640-00000000	5,486.45							
PO Liquidation	Amount							
010-4200-44640-00000000	5,486.45							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
17434	PTM GENERAL ENGINEERING SERVICES,			WAP	266954	05/14/15	313,226.99	

Claim# General Description
 345605 PROFESSIONAL SERVICES RENDERED FOR CIP #21242

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
32903	O		PE#8	04/28/15	313,226.99		0.00	313,226.99
GL Distribution	Gross Amount Description							
210-7300-44500-00021242	313,226.99							
PO Liquidation	Amount							
210-7300-44500-00021242	313,226.99							

Vend#	Vendor Name	Remit#	Payee	Bank	Check#	Chk Date	Check Amount	Sep
360	SO CALIF EDISON COMPANY ATTN: MILL	5	SOUTHERN CALIFORNIA EDISON	WAP	266955	05/14/15	64,172.62	

Claim# General Description
 345609 ELECTRIC SVC - AL NATIVIDAD CENTER BILL DATED 05/05/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			3014476922-050515	05/05/15	506.05		0.00	506.05
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					506.05			

Claim# General Description
 345620 ELEC SVC - 9530 SHADE LN RIVERA PARK 05/05/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			3008697259-050515	05/05/15	2,355.48		0.00	2,355.48
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					2,355.48			

Claim# General Description
 345623 ELEC SVC - STREET LIGHT ASSESSMENT DISTRICT 05/08/15

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050815	05/08/15	55,194.36		0.00	55,194.36
GL Distribution					Gross Amount Description			
545-2000-44200-00000000					55,194.36			

Claim# General Description
 345633 ELECTRIC SERVICE FOR PARKS

PO#	Stat	Contract#	Invoice#	Invc Dt	Gross Amount	Discount Amt	Discount Used	Net Amount
			050515	05/05/15	6,116.73		0.00	6,116.73
GL Distribution					Gross Amount Description			
010-4350-44200-00000000					6,116.73			

Paid Checks:

Check Count	64
Check Total	566,698.67
PO Liquidation Total	416,208.52
Backup Withholding Total	0.00

Paid by ACH:

ACH Count	0
ACH Total	0.00
PO Liquidation Total	0.00
Backup Withholding Total	0.00

Total Payments:

Payment Count	64
Payment Total	566,698.67
PO Liquidation Total	416,208.52
Backup Withholding Total	0.00

Void Checks:

Check Count	0
Check Total	0.00
PO Liquidation Total	0.00
Backup Withholding Total	0.00

Void Checks

Bank Code	Check#	Check Dt	Stmt Dt	Check Amount	Vendor	Void Amount	Void Date
WAP	266758	05/07/15	VOID	0.00		0.00	05/07/15
				-----		-----	
** Grand Total				0.00		0.00	
1 record listed							

Void Checks

Bank Code	Check#	Check Dt	Stmt Dt	Check Amount	Vendor	Void Amount	Void Date
WAP	266887	05/14/15	VOID	0.00		0.00	05/14/15
WAP	266916	05/14/15	VOID	0.00	1023	0.00	05/14/15
WAP	266925	05/14/15	VOID	0.00	1380	0.00	05/14/15
WAP	266926	05/14/15	VOID	0.00	1380	0.00	05/14/15
WAP	266946	05/14/15	VOID	0.00	15535	0.00	05/14/15
				-----		-----	
** Grand Total				0.00		0.00	

5 records listed



TO: Mayor and City Council
FROM: City Manager
MEETING DATE: May 26, 2015
SUBJECT: GENERAL MUNICIPAL ELECTION - NOVEMBER 3, 2015

Recommendation:

1. Adopt Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2015, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities;
2. Adopt Resolution requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, November 3, 2015;
3. Adopt Resolution requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 3, 2015, with the El Rancho Unified School District and the Pico Water District election to be held on the date pursuant to § 10403 of the Elections Code;
4. Adopt Resolution rescinding Resolution No. 6722 and adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election to be held on Tuesday, November 3, 2015;
5. Adopt Resolution providing for a procedure for determining by lot a tie among candidates at the November 3, 2015 consolidated General Municipal Election in accordance with Elections Code Section 15651 and rescinding Resolution No. 6723; and
6. Authorize the City Clerk to retain the services of Martin and Chapman election suppliers for the General Municipal Election to be held November 3, 2015.

Fiscal Impact:

The estimated cost of this General Municipal Election is expected to be \$105,000 (Exhibit "A") according to the Los Angeles County Registrar-Recorder/County Clerk's Office.

Discussion:

On Tuesday, November 3, 2015, a General Municipal Election is scheduled to be held for three (3) seats on the Pico Rivera City Council. The seats are currently held by Mayor Gregory Salcido, Councilmember Bob J. Archuleta and Councilmember Brent A. Tercero. Those persons elected will serve a four (4) year term expiring in November, 2019.

State law sets Monday, July 6, 2015, as the last day on which to adopt Resolutions related to the November 3, 2015, election. Presented for your consideration are a series of recommendations, which will have the effect of calling the election; requesting election related services from both the Los Angeles County Registrar-Recorder County Clerk Elections Division and the election supply firm of Martin and Chapman; setting forth regulations for Candidates' Statements; providing for a procedure for determining by lot a tie among candidates at the November 3, General Municipal Election pursuant to § 15651 of the Elections Code; and approving the City of Pico Rivera's request for consolidation with the El Rancho Unified School District and the Pico Water District election to be held on the same date pursuant to § 10403 of the Elections Code.

Pursuant to the Federal Voting Rights Act, Los Angeles County is required to make voting material available in English, Spanish, Japanese, Chinese, Korean, Tagalog and Vietnamese. Materials in each of these required languages will be made available upon request. In addition, the sample ballot will contain information on how voting information in the required languages can be obtained via telephone at no cost to the voter. The demographics of Pico Rivera also require that the Voter's Pamphlet be translated and printed in Spanish as well as English.

If a candidate chooses to have a Candidate's Statement in the sample ballot, the candidate will be required to pay for printing of the statement in both English and Spanish. There will be a separate charge for the translation and printing.

With approval and adoption of the items presented tonight, Election Code requirements will be satisfied. Pursuant to the schedule of election events prepared by the County Elections Department, the Candidate filing period will open Monday, July 13, 2015, and will close Friday, August 7, 2015, at 5:00 p.m. If an incumbent fails to file by Friday, August 9, 2015, the filing period will be extended to Wednesday, August 12, 2015 at 5:00 p.m. The Secretary of State's office will conduct the randomized alphabet drawing on Thursday, August 13th, to determine the order of names on the City's ballot.



René Bobadilla

RB:AJ

Enc: Resolutions (5)
Exhibit "A" Estimated Cost of Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on Tuesday, November 3, 2015, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Pico Rivera, California, on Tuesday, November 3, 2015, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall open at seven (7) o'clock a.m. of the day of the election and shall remain open continuously from that time until eight (8) o'clock p.m. of the same day when the polls shall be closed pursuant to Election Code §10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

RESOLUTION NO. _____
Page 2 of 2

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

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

Gregory Salcido, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

WHEREAS, a General Municipal Election is to be held in the City of Pico Rivera, California, (the "City") on Tuesday, November 3, 2015;

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Pico Rivera.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Elections Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so the City may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A listing of polling places and poll workers the County uses for their elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

RESOLUTION NO. _____
Page 2 of 2

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Elections Department, each a certified copy of this resolution.

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

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

Gregory Salcido, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, WITH THE EL RANCHO UNIFIED SCHOOL DISTRICT AND THE PICO WATER DISTRICT ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Pico Rivera, California, called a General Municipal Election to be held on Tuesday, November 3, 2015, for the purpose of the election of three (3) Members of the City Council, and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the El Rancho Unified School District and the Pico Water District election to be held on the same date and that within the City the precincts, polling places and election officers of the three (3) elections be the same, and that County Elections Department of the County of Los Angeles canvass the returns of the General Municipal Election and that the Election be held in all respects as if there were only one Election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a General Municipal Election with the El Rancho Unified School District and the Pico Water District election on Tuesday, November 3, 2015, for the purpose of the election of three (3) Members of the City Council.

SECTION 2. That the County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Pico Rivera, recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

RESOLUTION NO. _____
Page 2 of 2

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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

Gregory Salcido, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RESCINDING RESOLUTION NO. 6722 AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2015

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS: That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Pico Rivera November 3, 2015, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:30 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY

- A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of Los Angeles. The County is required to translate candidate's statements into the following languages: Spanish.
- B. The County will print and mail sample ballots and candidates statements to all voters in Spanish. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statements into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the Candidate's Statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filling statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual costs. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional material in the sample ballot package.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative with a copy of this Resolution at the time nominating petitions are issued.

SECTION 6. That all previous resolutions establishing Council policy on payment for candidates statements are repealed.

SECTION 7. That this resolution shall apply only to the election to be held on November 3, 2015 and shall then be repealed.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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

Gregory Salcido, Mayor

ATTEST:

APROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, PROVIDING FOR A PROCEDURE FOR DETERMINING BY LOT A TIE AMONG CANDIDATES AT THE NOVEMBER 3, 2015 GENERAL MUNICIPAL ELECTION IN ACCORDANCE WITH GOVERNMENT CODE SECTION 15651 AND RESCINDING RESOLUTION NO. 6723.

WHEREAS, § 15651 of the Elections Code of the State of California authorizes the City Council to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal and the highest number of votes (“tie votes”) for an office to be voted upon in a city;

WHEREAS, § 15651 of the Elections Code of the State of California provides that the tie vote shall be resolved in one of the following ways:

- a) **By Lot:** The City Clerk, serving as the Elections Official pursuant to Elections Code § 320, or his or her designee, shall summon the candidates who have received the tie votes, whether upon the canvass of the returns or upon recount by a court, to appear before the City Council at a time to be designated by the City Council. The City Clerk shall at that time and place resolve the tie votes by lot (defined below).
- b) **By Special Election:** The legislative body may resolve a tie vote by the conduct of a special runoff election involving those candidates who receive an equal number of votes. A special runoff election shall be held only if the legislative body adopts provisions of § 15651 (b) of the Elections Code prior to the conduct of the election resulting in the tie vote. All future elections conducted by that body shall be resolved likewise, unless the legislative body later repeals the order for the conduct of a special runoff election.

WHEREAS, the City Council desires that any tie vote resulting from the November 3, 2015 General Municipal Election be resolved by lot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to § 15651 of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the City, the tie votes shall be resolved by lot. “By lot” means, by deciding the matter through implementing a method of chance, in order to afford each candidate receiving tie votes a fair opportunity at election.

SECTION 2. That the City Council has the authority to resolve tie votes by lot, by implementing various methods of chance, including, but not limited to, a coin toss, generation of random number, or drawing of names. In the interest of maintaining decorum, fairness and transparency, the method implemented for resolving tie votes in the November 3, 2015 General Municipal Election shall be the drawing of names, in accordance with the following procedure:

The City Clerk shall type the name of each candidate who has tied for office on a separate, but identical piece of paper, which shall be folded and deposited into a container and mixed so that the pieces of paper become indistinguishable. The City Clerk, or his or her designee, shall then draw from the container as many pieces of paper as there are seats on the City Council to be filled by the candidates who have tied. The candidate(s) whose name(s) appear(s) upon the drawn piece(s) of paper shall be deemed elected.

SECTION 3. That this resolution shall apply only to the election to be held on Tuesday, November 3, 2015, and shall be repealed upon the City Council's declaration of election results.

SECTION 4. That Resolution No. 6723 calling for a special runoff election is repealed.

SECTION 5. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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

Gregory Salcido, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



Dean C. Logan
Registrar-Recorder/County Clerk

April 28, 2015

Anna Jerome, City Clerk
City of Pico Rivera
P.O. Box 1016
Pico Rivera, CA 90660-1016

ESTIMATED COST FOR THE NOVEMBER 3, 2015 CONSOLIDATED ELECTIONS

Dear Ms. Jerome:

As requested, the estimated cost for the City of Pico Rivera to participate in the November 3, 2015 Consolidated Elections with three offices is \$105,000.

The estimated cost is based on the following estimated statistics: 34,487 registered voters, 8,213 permanent vote-by-mail voters, 16 precincts, and up to 2 other jurisdictions sharing the prorated costs with your City. **Changes in any of these factors and overall election statistics, as well as unanticipated increases in labor rates and cost of materials, will have a significant impact on the final costs.**

If you have any questions regarding this estimate, please contact Bernice Liang of my staff at (562) 462-2690.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ANN SMITH, Manager
Fiscal Operations



To: Mayor and City Council
From: City Manager
Meeting Date: May 26, 2015
Subject: ADOPT RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENT FOR PICO RIVERA SEWER SERVICE CHARGE FOR FISCAL YEAR 2015-2016 WITH NO INCREASE IN RATES AND TO CONDUCT A PUBLIC HEARING

Recommendation:

Adopt a resolution of intention to levy and collect local Sewer Service Charges for Fiscal Year 2015-2016 and to set a Public Hearing for June 23, 2015.

Fiscal Impact:

The recommended action is the first step in the process that enables the City of Pico Rivera to collect sewer charges on the Los Angeles County Property Tax Roll in order to fund the capital improvements, operations, maintenance, and services for the City's sewer system for Fiscal Year 2015-2016. As such, there is no immediate fiscal impact.

Discussion:

On May 27 2014, the City Council of the City of Pico Rivera conducted a public hearing and adopted a resolution confirming: a) withdrawal from the Consolidated Sewer Maintenance District of the County of Los Angeles; b) the establishment of the Sewer Service Charges for the City of Pico Rivera over and including all eligible parcels within the boundaries of the City of Pico Rivera; and c) the charges to be levied for the Fiscal Year 2014-2015.

The Sewer Service Charges to be levied by the City of Pico Rivera for the Fiscal Year 2015-2016 are outlined in the Engineer's Report (Enclosure 2) and are consistent with the \$50.50 per sewage unit fee previously approved and adopted by the City of Pico Rivera, and therefore, do not constitute a new or increased charge as defined by the California Constitution Article XIII D. The Engineer's Report details the proposed continuation of the sewer service charges for Fiscal Year 2015-2016 necessary to provide for the annual operation, maintenance, servicing, capital improvements and administration related to the sewer collection system.

The City-owned sanitary sewer collection system (sewer system) consists of approximately 110 miles of gravity sewer pipes ranging in diameter from 6-inches to 18-inches, 2,516 sewer manholes and three (3) lift stations.

COUNCIL AGENDA REPORT – MTG. OF 5/26/15
ADOPT RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENT FOR PICO RIVERA SEWER SERVICE CHARGE FOR FISCAL YEAR 2015-2016 WITH NO INCREASE IN RATES AND TO CONDUCT A PUBLIC HEARING
Page 2 of 3

According to the Engineer’s Report, and based on the 14,768 parcels currently identified within the City, the total revenue from the proposed Sewer Service Charges for Fiscal Year 2015-2016 will be approximately \$1,040,000. Of this amount, the Engineer’s Report recommends approximately \$722,000 for administration, maintenance, and operation, and \$318,000 for capital improvements and reserves. A summary of the annual estimated revenues and expenditures is shown below:

Task Description	Budgeted Amount
Inspections, Cleaning, CCTV - (Contracted Services)	\$ 459,000
Lift Station O&M (3 Stations) - (Contracted Services)	105,000
Maintenance Support Services - (Contracted Services)	36,000
Equipment, Supplies, Utilities, & Department Expenses	69,000
Administration & Professional Services	53,000
Sub-Total Annual Operations & Maintenance	\$ 722,000
Reserves/Capital Improvement Outlay Funds	\$ 318,000
TOTAL	\$ 1,040,000

It shall be noted that the \$318,000 of Capital Outlay Funds collected each year is inadequate to fund the estimated cost of the City’s 5-year Capital Improvement Program (CIP) for the sewer system. This is described in pages 23 through 26 of the Engineer’s Report. The 5-year CIP was originally presented in the City’s Sewer Master Plan dated August 2010 at an estimated cost of \$5,246,880. The 5-year CIP has been updated and the estimated cost revised to \$4,596,000. It is also unlikely that the \$318,000 collected annually would be adequate to fund future capital outlay needs given the age of the system. The City will continue to assess the condition of the system through annual physical and video inspections in order to develop a long term CIP for repair and replacement of the aging system to ensure it remains functional and reliable.

COUNCIL AGENDA REPORT – MTG. OF 5/26/15
ADOPT RESOLUTION OF INTENTION TO LEVY AND COLLECT ASSESSMENT FOR PICO
RIVERA SEWER SERVICE CHARGE FOR FISCAL YEAR 2015-2016 WITH NO INCREASE
IN RATES AND TO CONDUCT A PUBLIC HEARING
Page 3 of 3

By adopting the subject Resolution of Intention, the City will: (a) receive and file the Engineer's Report, and (b) set a Public Hearing date of June 23, 2015 on or after 6:00 pm to levy and collect Sewer Service Charges for Fiscal Year 2015-2016. This Resolution also directs the required noticing of the Public Hearing by posting a copy of the resolution on the official bulletin board customarily used by the Council for the posting of notices.



René Bobadilla

RB:JE:AA:lg

Enc.

- 1) Resolution
- 2) Engineer's Report

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT SEWER SERVICE CHARGES WITHIN THE CITY OF PICO RIVERA FOR FISCAL YEAR 2015-2016, AND TO CONDUCT A PUBLIC HEARING ON SUCH MATTERS

WHEREAS, on May 27 2014, the City Council of the City of Pico Rivera conducted a public hearing and adopted a resolution confirming: a) withdrawal from the Consolidated Sewer Maintenance District of the County of Los Angeles; b) the establishment of the Sewer Service Charges for the City of Pico Rivera over and including all eligible parcels within the boundaries of the City of Pico Rivera; and c) the charges to be levied each fiscal year commencing with Fiscal Year 2014-2015; and

WHEREAS, the Engineer selected by the City has prepared and filed an Engineer's Report with the City Clerk in connection with the proposed Pico Rivera Sewer Service Charges, and the levy and collection of said charges for Fiscal Year 2015-2016 (July 1, 2015 and ending June 30, 2016).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Engineer's Report is on file with the City Clerk and is available for public inspection for a detailed description of the improvements, expenses and proposed charges upon lots and parcels of land within the City of Pico Rivera for Fiscal Year 2015-2016.

SECTION 3. The Council hereby declares its intention to levy and collect annual sewer service charges on parcels of land within the City of Pico Rivera to pay for the operation, maintenance, servicing and capital improvements associated with the sewer system within the City boundaries, consistent with the rates and method of apportionment previously approved and adopted by the City of Pico Rivera.

SECTION 4. The existing sewer improvements within the City of Pico Rivera includes, but is not limited to, and may be generally described as follows:

- 4a.) Approximately one hundred ten miles (110 miles) of main sewer lines; and
- 4b.) 2,516 Sewer Manholes; and
- 4c.) Three Lift/Pump stations

SECTION 5. The territory subject to the Pico Rivera Sewer Service Charges consists of all lots, parcels and subdivisions of land within the City of Pico Rivera.

SECTION 6. The Sewer Service Charges to be levied by the City of Pico Rivera for Fiscal Year 2015-2016 are outlined in the Engineer’s Report, and are consistent with the charges previously approved and adopted by the City of Pico Rivera. Therefore, the Sewer Service Charges do not constitute a new or increased charge as defined by the California Constitution Article XIID. The Engineer’s Report details that continuation of the charges are necessary to provide for the annual operation, maintenance, servicing, capital improvements and administration related to the improvements described in Section 4 of this Resolution.

SECTION 7. Notice is hereby given that a Public Hearing on the Pico Rivera Sewer Service Charges will be held by the City Council on June 23, 2015 at 6:00 pm or as soon thereafter as the matter may be heard, in the regular meeting chambers of the City Council located at 6615 Passons Boulevard, Pico Rivera, California. The City shall also give notice of the time and place of the Public Hearing by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices.

ADOPTED AND APPROVED this _____ day of _____, 2015.

Gregory Salcido, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, CMC
City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:



ENCLOSURE 2

City of Pico Rivera

Sewer Service Charge

Engineer's Report

FISCAL YEAR 2015/2016

Intent Meeting: May 26, 2015

Public Hearing: June 23, 2015

Prepared April 24, 2015

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Suite 200
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I. INTRODUCTION

Since incorporation in 1958, sewer services for the city-owned sewer collection system within the City of Pico Rivera (the “City”) was provided by the County of Los Angeles (the “County”). The County provided sewer services within the City as part of a larger Los Angeles County Consolidated Sewer Maintenance District (the “CSMD”) and collected annual sewer services charges on the County tax rolls for such services and activities. The CSMD is a special district governed by the Los Angeles County Board of Supervisors and staffed by the Los Angeles County Department of Public Works. The CSMD was established by County Ordinance as codified in the Los Angeles County Code, Volume 5, Title 20 — Utilities, Division 3 — Sewer Maintenance Districts, Chapter 20.40 — Consolidated Sewer Maintenance District, as amended (the “LA County Code”) and in accordance with the provisions of the State of California Health and Safety Code, specifically, Division 5 (Sanitation), Part 3 (Community Facilities), Chapter 4 (Sewer Maintenance Districts), inclusive of Sections 4600 through 6127; with the County of Los Angeles Board of Supervisors acting as their governing body. While maintenance of the City’s sewer system was provided by the County and funded by annual charges on properties within the CSMD, including properties in the City up through Fiscal Year 2013/2014, the City retained its ownership rights to these facilities and to any facilities that would be constructed and accepted in the future as out lined in Resolution No. 87 of the Pico Rivera City Council.

In 1978, the Los Angeles County Board of Supervisors established by an ordinance amendment, the collection of the necessary funding for the CSMD as a sewer service charge to be collected on the property tax rolls.

In 2012, the Los Angeles County Board of Supervisors held a public hearing and subsequently adopted amendments to the LA County Code regarding the CSMD, authorizing scheduled increases to the sewage unit charges over a three-year period, which ultimately authorized a combined maintenance services and capital outlay sewer service charge rate set at \$50.50 per sewage unit for Fiscal Year 2014/2015.

The CSMD charges collected by the County funded the overall preventive maintenance programs established by the County which generally consisted of regular inspection of the sewer system including manholes, pipes, siphons, pump stations, treatment plants; and regular cleaning, repair, and related activities throughout the CSMD.

While over the years, the CSMD was responsive to the overall sewer maintenance needs of the City, providing as needed sewer services, the City determined in fiscal year 2014/2015 that it was in the best interest of the City and the property owners therein that both the immediate and long term maintenance and operation of the sewer system be locally controlled and provided by the City rather than the CSMD. Therefore the City initiated proceedings for the withdrawal of the City territory from the CSMD, in order to transition the responsibilities for the maintenance and operation of the sewer system from the CSMD to the City as well as the collection and use of the revenue funds for such services and activities (existing authorized CSMD charges on properties will remain the same).

In May 2014, the City Council of the City of Pico Rivera conducted a public hearing regarding the transition of sewer services and charges from the CSMD to the City. Finding that a majority protest did not exist, the City Council approved and confirmed the establishment of the Sewer Service Charges for the City of Pico Rivera and withdrawal from the CSMD; the adoption and approval of the Engineer's Report prepared and filed; and ordered the levy and collection of the Sewer Service Charges as established by the Engineer's Report for Fiscal Year 2014/2015.

Effectively, this transition of sewer services from the CSMD to the City now allowed the City to effectively plan for sewer maintenance and construction projects on a local level and better positioned City staff to address the new sewer discharge requirements from the State Water Resources Control Board. By bringing the control and responsibility of the sewer system to the local level rather than the CSMD the City's response time for sewer maintenance services will be improved; overall inspection, monitoring and cleaning of the entire city-sewer system will likely be accomplished on a three to five year cycle (3-5 years) rather than just high priority (hot spots); and expenditures for capital outlays, repairs, rehabilitation or replacement of equipment or facilities will be better prioritized and expedited.

This Report shall serve as the engineer's report for fiscal year 2015/2016 regarding the Sewer Service Charge to be levied on the properties within the City of Pico Rivera to provide ongoing funding for the costs and expenses required to service and maintain the sewer system and fund capital improvement projects in support the integrity of the sewer system within the City of Pico Rivera.

// PLANS AND SPECIFICATIONS

The following Plans and Specifications provide a summary of the improvements within the City to be maintained and the proposed services and activities to be funded by the sewer service charges.

A. CITY SEWER IMPROVEMENTS

The existing sewer system improvements within the boundaries of the City of Pico Rivera that are supported in whole or in part by the sewer service charges are generally described as follows:

- Approximately one hundred ten miles (110 miles) of main sewer lines consisting of the following:
 - 111 linear feet (LF) of 6" sewer lines;
 - 526,134 linear feet (LF) of 8" sewer lines;
 - 26,000 linear feet (LF) of 10" sewer lines;
 - 21,743 linear feet (LF) of 12" sewer lines;
 - 3,455 linear feet (LF) of 15" sewer lines; and
 - 2,722 linear feet (LF) of 18" sewer lines.

- 2,516 Sewer Manholes.
 - Three Lift/Pump stations generally located in the vicinity of:
 - Gallatin Road and Rosemead Boulevard;
 - Lundahl Drive and Pico Vista Road; and
 - Clarinda Avenue and Florpark Street.

The specific plans and specifications for the city-owned sewer improvements are incorporated and contained in the sewer construction plans and specifications for the various sewer segments of the sewer system within the City of Pico Rivera. These plans and specifications are voluminous and are not bound in this Report but by this reference are incorporated and made a part of this Report. These plans and specifications are on file in Public Works at the City.

B. OPERATIONS, MAINTENANCE AND SERVICES

The City of Pico Rivera annually collects funds through the Sewer Service Charges to cover in whole or in part the expenses for the overall operation, maintenance and servicing of the city-owned sewer system as well as funds that may be necessary to pay for capital outlay expenditures including repairs, rehabilitation or replacement of equipment or facilities. The following is a summary of the services and activities associated with the maintenance, operation, servicing and capital outlay expenditures for the City's sewer system. The frequency, extent and/or level of the services and activities identified below may be modified as needed based on available funding and priorities as determined by the City.

Preventive Maintenance:

One of the City's primary objectives is to provide a cost-effective and efficient program that will ensure the integrity and long term stability of the sewer system. This is best accomplished by implementing preventive maintenance program that addresses the entire sewer system. This preventive maintenance includes, but is not limited to, regular inspection of the sewer manholes, pipes, siphons, pump stations and related facilities as well as regular cleaning, repair, and related activities as warranted. These activities are intended to detect and correct potential problems before they develop into major problems. The following is a general summary of the preventive maintenance activities.

- Sewer Line and Manhole Inspection — The interior and exterior of manholes to be inspected (at least once a year) for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors, and any signs of unusual settlement around or evidence of debris within the manholes and along sewer alignments.
- Sewer Line Cleaning — Sewer lines will be videoed and cleaned by hydro jet or rodding as needed based on a scheduled that ensures each sewer line is addressed at least every three to five years. The actual frequency of cleaning may vary based on inspection records. Sewer lines known to cumulate grease, garbage grinds, or sand may be addressed more frequency with possible monthly, quarterly, or semi-annual cleaning schedule. Those areas prone to root growth may be periodically rodded or chemically treated.
- Sewage Pump Stations — Each pump station is equipped with telemetry/alarm systems and will be inspected at least once a week. Pumps and motors will be inspected and lubricated, and control mechanisms and valves will be checked and adjusted as necessary. Pump station equipment will be repaired or modified as required.
- Gas Trap Manholes and Siphons — Inspected and cleared of any stoppages or flow restrictions on a monthly basis.
- Drop Manholes — Inspected and cleared of stoppages and flow restrictions on variable frequencies based on prior inspection records.
- Vermin and Rodent Control — On an as-needed basis, sewers infested by insects will be chemically treated, and those infested by rodents will be baited.

Capital Outlay, Rehabilitation and Replacement

In 1987, the County established within the CSMD an Accumulative Capital Outlay (ACO) Fund to finance sewer rehabilitation projects. With the transition of responsibility and funding from the County, the City plans to continue the practice of accumulating funds to address major repairs and rehabilitation of the sewer system on a priority basis. However, in addition the City plans to develop and implement a long-term replacement and refurbishment program that will ensure not only the short term integrity of the sewer system, but also the long-term integrity and operation of the sewer system for the community. As the City's sewer collection system ages, the risk of failure will ultimately increase due to deterioration, collapse, blockage, excessive inflow and infiltration, overflow, and other potential service interruptions. While the scheduling of major repairs, rehabilitation projects and replacement projects will ultimately be determined and implemented based on available funding, highest priority will generally be given to projects that address structural deficiency. However, projects may also be implemented from time to time to address hydraulic deficiency in addition to the structural deficiency with the goal of eventually addressing the entire sewer system. The proposed Five-Year Sewer Project Capital Improvement Project (CIP) Budget for Fiscal Years 2015/2016 through 2019/2020 along with a Sewer CIP Fund Balance Projection and summary of Potential Sewer CIP Funding Adjustments is provided in Appendix A.

Sewer System Management

- Mapping — As-built plans of the sewer facilities will be maintained by the City. Data on the plans, such as system locations and alignment, pipe material, size, etc., will be maintained and stored electronically by the City. These maps will be available and utilized by the field crews for work scheduling and responding to emergencies, and will be updated to reflect any changes in the system.
- Work Scheduling — Field crew activities will be recorded and tracked by the City utilizing various forms including, but not limited to service requests, cleaning reports, sewer maintenance daily reports, overflow reports forms, project work orders, etc.

III. CHARGE CALCULATION

This section outlines the basis on which the annual charges are calculated for each parcel within the City. The annual sewer service charge rate and charge calculation for each parcel of land as described herein is consistent with the rate and method adopted by the City in Fiscal Year 2014/2015 and do not constitute a new or increased charge, fee or assessment under the provisions of the California Constitution. Generally the rate and method adopted by the City is the same rate and method previously established and authorized for the CSMD, except that the assigned sewage units by land use that follows was expanded to include government properties that utilize the sewer system or may reasonably be developed and utilize the sewer system in the future. Under the CSMD, most government-owned properties and/or other non-taxable properties (land uses primarily identified in the following as Government Properties) were not assign sewage units by the County. To ensure that the City's sewer charges were consistent with the provisions of the California Constitution Article XIII D, the City established sewage units for these land uses, consistent with similar non-government properties (private properties) and a charge is calculated for these Government Properties based on those sewage units. However, since these parcels were not previously assigned sewage units and were not charged in prior years, the calculated annual Sewer Service Charges for these parcels are currently paid by the City utilizing funds from other revenue sources.

The Sewer Service Charges as presented in this Report, upon approval and adoption by the City Council, will be levied and collected by the City on the property tax bills for Fiscal Year 2015/2016. The amount of the sewer service charge for each parcel of real property is computed by multiplying the authorized sewage unit rate of \$50.50 by the number of sewage units assigned for the land use of the parcel as shown in the following land use classification and sewage unit tables.

The number of sewage units assigned to each land use classification is outlined in the tables that follow:

Number of Sewage Units by Land Use Classification

Land Use Classification	Assigned Sewage Units
Residential Properties	
Single Residential Unit	1.0 per parcel
Double, Duplex, or Two Units	2.0 per parcel
Three Units (Any Combination)	3.0 per parcel
Four Units (Any Combination)	4.0 per parcel
Five or More Apartments or Units	1.0 per unit
Mobile or Modular Homes	1.0 per unit
Rooming Houses	3.0 per parcel
Mobile Home Parks	1.0 per unit
Vacant Residential Property	0.5 per parcel
Commercial Properties	
Commercial Uses, General	2.0 per parcel
Stores	1.0 per parcel
Store and Office Combinations	2.0 per parcel
Store and Residential Combinations	2.0 per parcel
Department Stores	5.0 per parcel
Supermarket 12,000 Square Feet or More	5.0 per parcel
Supermarket 6,000 through 11,999 Square Feet	2.0 per parcel
Small Food Stores - Less than 6,000 Square Feet	1.0 per parcel
Neighborhood Shopping Centers	10.0 per parcel
Regional Shopping Centers	30.0 per parcel
Office Buildings	5.0 per parcel
Office Loft Type buildings	3.0 per parcel
Office and Residential Combinations	2.0 per parcel
Hotels/Motels – Under 50 Rooms	25.0 per parcel
Hotels/Motels – 50 Rooms and Over	40.0 per parcel
Hotel/Motel and Apartment Combinations Under 50 Units	40.0 per parcel
Hotel/Motel and Apartment Combinations 50 Units and Over	60.0 per parcel
Professional Buildings	5.0 per parcel
Medical/Dental Buildings	5.0 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Commercial Properties (Continued)	
Veterinary Hospitals, Clinics	3.0 per parcel
Restaurants, Cocktail Lounges, Taverns	5.0 per parcel
Fast Food Restaurants	2.0 per parcel
Wholesale and Manufacturing Outlets	2.0 per parcel
Banks, Savings and Loans	1.0 per parcel
Service Shops	2.0 per parcel
Service Stations	1.0 per parcel
Service Stations with Car Wash	5.0 per parcel
Auto Service Shops	1.0 per parcel
Used Car Sales	1.0 per parcel
New Car Sales and Service	3.0 per parcel
Car Washes	5.0 per parcel
Recreation Equipment Sales and Service	1.0 per parcel
Farm and Construction Equipment Sales and Service	2.0 per parcel
Auto Service Centers (No Gasoline)	1.0 per parcel
Commercial Parking Lots	0.5 per parcel
Animal Kennels	2.0 per parcel
Nurseries or Greenhouses	1.0 per parcel
Vacant Commercial Property	0.5 per parcel
Institutional Properties	
Institutional Uses, General	5.0 per parcel
Churches	2.0 per parcel
Church Parking Lots	0.5 per parcel
Schools	5.0 per parcel
Colleges, Universities	50.0 per parcel
Hospitals	100.0 per parcel
Convalescent Hospitals, Nursing Homes	50.0 per parcel
Homes for Aged and Others	10.0 per parcel
Cemeteries, Mortuaries, Funeral Homes	1.0 per parcel
Vacant Institutional Property	0.5 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Industrial Properties	
Industrial Uses, General	2.0 per parcel
Light Manufacturing	5.0 per parcel
Heavy Manufacturing	100.0 per parcel
Warehousing - Distribution, Storage	2.0 per parcel
Meat and Poultry Food Processing Plants	5.0 per parcel
Beverage Food Processing Plants	200.0 per parcel
Other Food Processing Plants	200.0 per parcel
Studios	5.0 per parcel
Transmission Facilities	1.0 per parcel
Microwave Relay Towers	1.0 per parcel
Lumber Yards	1.0 per parcel
Mineral Processing - General or Miscellaneous	1.0 per parcel
Mineral Processing - Cement, Rock and Gravel Plants	1.0 per parcel
Mineral Processing - Petroleum Refineries, Chemical Plants	200.0 per parcel
Industrial Parking Lots	0.5 per parcel
Open Storage - General or Miscellaneous	2.0 per parcel
Open Storage - Trucking Companies, Terminals	5.0 per parcel
Open Storage - Contractor Storage Yards	1.0 per parcel
Vacant Industrial Property	0.5 per parcel
Miscellaneous Properties	
Miscellaneous Uses, General/Undesignated	2.0 per parcel
Pumping Plants and State-Assessed Properties	5.0 per parcel
Mining	1.0 per parcel
Petroleum and Gas	1.0 per parcel
Pipelines, Canals	0.5 per parcel
Rights-of-Way	1.0 per parcel
Water Rights	- per parcel
Rivers and Lakes	- per parcel
Dump Sites	2.0 per parcel
Vacant Miscellaneous Property	0.5 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Agricultural Properties	
Agriculture Irrigated Farm Uses	0.5 per parcel
Dairies	30.0 per parcel
Agriculture Dry Farm Uses	0.5 per parcel
Recreational Properties	
Movie Theatres	2.0 per parcel
Bowling Alleys	5.0 per parcel
Clubs, Lodge Halls, Fraternal Organizations	2.0 per parcel
Auditoriums, Stadiums, Amphitheaters	10.0 per parcel
Amusement Facilities	10.0 per parcel
Commercial Swimming Pools, Schools	5.0 per parcel
Gymnasiums, Health Spas	2.0 per parcel
Dance Halls	2.0 per parcel
Tennis Courts, Clubs, Pro Shops	2.0 per parcel
Nonprofit Golf Courses	3.0 per parcel
Three-Par Golf Courses	3.0 per parcel
Miniature Golf Courses	1.0 per parcel
Other Golf Courses	3.0 per parcel
Race Tracks	25.0 per parcel
Horse Stables	1.0 per parcel
Camps	10.0 per parcel
Skating Rinks	2.0 per parcel
Recreational Use, General	2.0 per parcel
Vacant Recreational Property	0.5 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Government Properties ⁽¹⁾	
Government Uses, General	0.5 per parcel
Public Right of Ways, General	- per parcel
Streets, Roads, Highways	- per parcel
Sewers, Utilities	- per parcel
Government Services, General	2.0 per parcel
Government Offices, Lease Space	5.0 per parcel
Police and Fire Station	2.0 per parcel
Public Library	5.0 per parcel
Public Schools, General	1.0 per parcel
Public Colleges, Universities	50.0 per parcel
Public Schools, High Schools	5.0 per parcel
Public Schools, Elementary	5.0 per parcel
Public Schools Service Center	2.0 per parcel
Miscellaneous Public Recreational Uses	2.0 per parcel
Public Park	0.5 per parcel
Public Art Center, Museum	5.0 per parcel
Public Recreational Water Facilities	1.0 per parcel
Flood and Drainage Control	- per parcel
Rapid Transit, Bus etc	1.0 per parcel
Public Parking or Parking Lot Lease	0.5 per parcel
Vacant Government Property	0.5 per parcel
Exempt Properties ⁽²⁾	
Bifurcated Lots	- per parcel
Common Areas	- per parcel
Restricted/Limited Uses	- per parcel
Utility or Railroad Right of Ways	- per parcel

⁽¹⁾ **Government Properties:** The land use classifications listed above under Government Properties were not originally assigned sewage units by the CSMD. To ensure compliance with the provisions of the California Constitution Article XIIIID, these land use classifications are now assigned sewage units consistent with the sewage units assigned to similar private properties. However the resulting Sewer Service Charge amount calculated for these Government Properties will be paid annually by the City of Pico Rivera from other funding sources, rather than by the government agency that owns the property. Thus this modification to the CSMD sewage units does not result in any new or increased charges to be levied on properties in the City.

⁽²⁾ **Exempt Properties:** In addition to the previous exclusion of Government Properties, the CSMD did not levy sewer maintenance fees on properties for which sewer services are not utilized and it is unlikely sewer services would ever

be required or provided. While such properties continue to be exempt from the Sewer Service Charges, the previously established CSMD sewage unit allocation listing did not identify these exempt land uses. To ensure that all property types are addressed in this Report, the preceding "Number of Sewage Units by Land Use Classification" tables was modified and expanded to specifically identify those land use classifications that are considered Exempt Properties and assigned "zero" sewage units. These Exempt Properties include, but are not necessarily limited to,

- Properties that cannot be developed independent of an adjacent parcel and/or are functionally part of another parcel that is charged, such as bifurcated residential lots and common areas (not including club houses, pools or other recreational facilities);
- Properties with restricted and/or limited use (parcels vacated by the County, sliver parcels or private properties restricted by utility or drainage right-of-ways);
- Utility and railroad right-of-ways;
- Both private and public streets roadways and highways; and
- Various public right-of-ways and easements including landscaped areas, drainage basins, drainage and flood control channels, flood plains and dedicated open spaces.

IV. ESTIMATED COST OF THE IMPROVEMENTS

The budgeted information below identifies the estimated cost of the services and/or maintenance to be provided by the City for Fiscal Year 2015/2016, including annual service and maintenance expenses; accumulation of funds for capital outlays, repairs, rehabilitation or replacement of equipment or facilities; as well as operational and incidental costs and expenses in connection therewith. The net amount to be charged to parcels within the City is based on an estimate of the annual cost and expenses for the maintenance, operation, servicing of the City's existing sewer system improvements as well as the funding deemed appropriate and necessary for future capital improvements and reserves (Replacement funding).

Budget Item	Budgeted ⁽¹⁾ Amounts
Inspections, Cleaning, CCTV (Contracted Services)	\$ 459,000
Lift Station Operation & Maintenance (Contracted Services)	105,000
Maintenance Support Services (Contract Services)	36,000
Contracted Services	\$ 600,000
Equipment & Supplies	\$ 22,000
Department Expenses	35,000
Utilities	12,000
Equipment, Supplies, Utilities & Department Expenses	\$ 69,000
Professional Services & Administration	\$ 53,000
Total Annual Operations & Maintenance Expenditures	\$ 722,000
Reserves/Capital Improvements Funds Collected	\$ 318,000
Total Sewer Service Funding FY 2015/2016 (Total Sewer Service Charges to be Collected)	\$1,040,000
Estimated City Paid Sewer Service Charges	\$ (10,380)
Net Sewer Charges to be Collected on Tax Rolls	1,029,620

⁽¹⁾ The various budgeted expenses presented above (Budgeted Amounts) are estimates of the expenditures and funding to be collected for Fiscal Year 2015/2016.

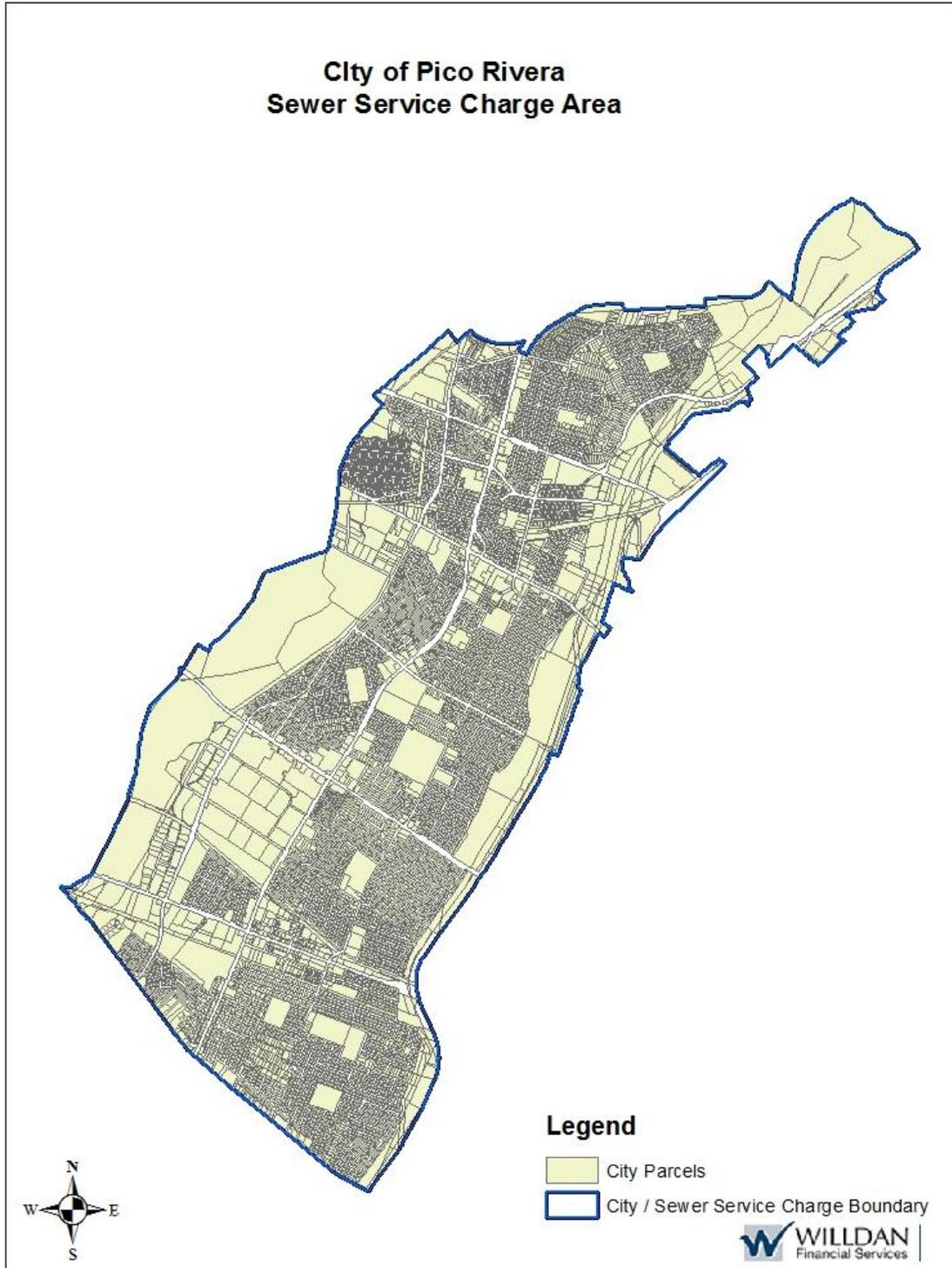
⁽²⁾ The "Estimated City Paid Sewer Service Charges" and the "Net Sewer Charges to be Collected on Tax Rolls" identified above have been rounded to the nearest \$5. The actual Service Charges to be paid by the City and those to be collected on the County tax rolls may be slightly more or less than the amounts shown due to this rounding.

V. SEWER SERVICE CHARGE DIAGRAMS

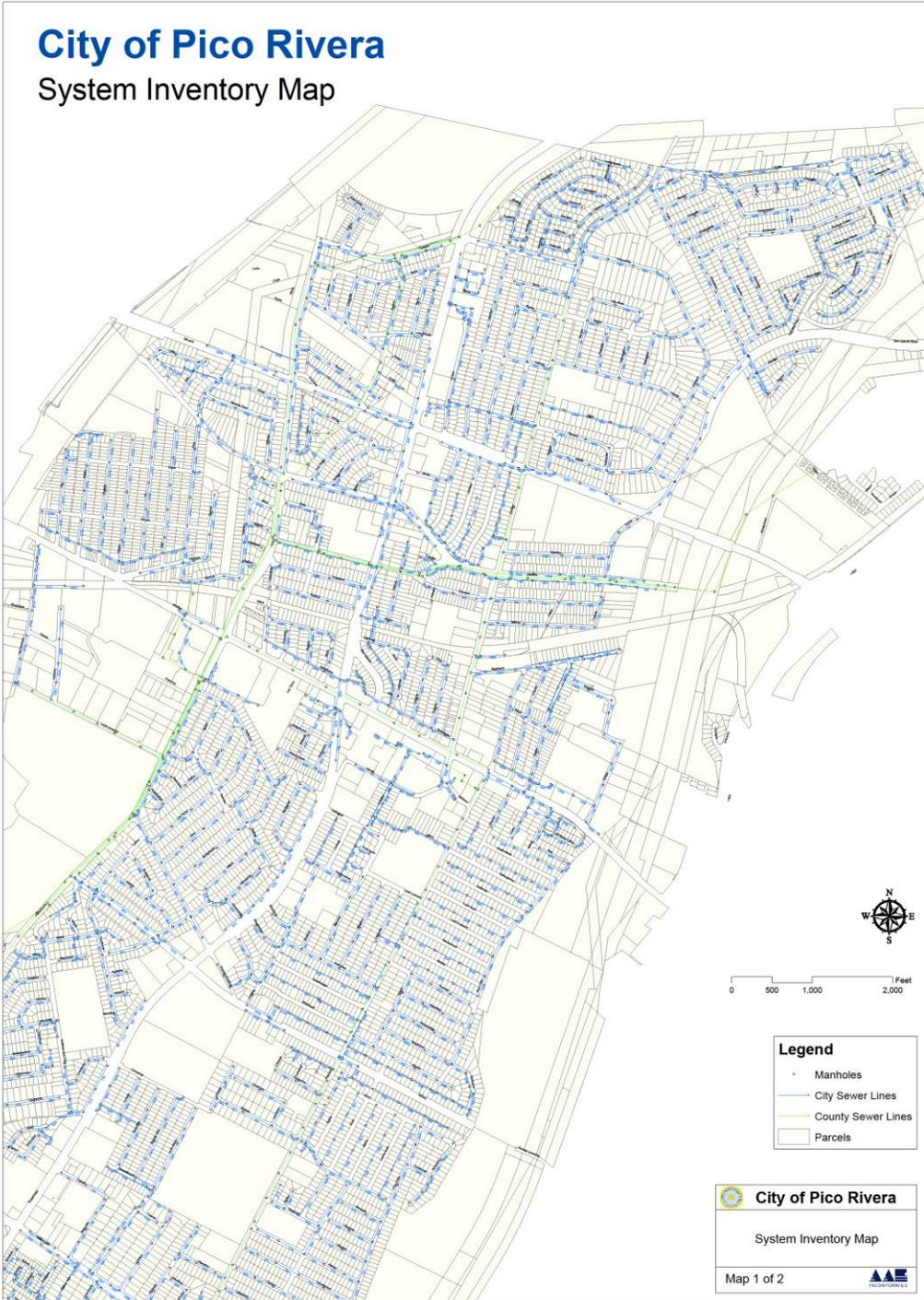
The Boundary Diagram (a copy of which is provided the following page), shows the exterior boundaries of the territory within the City of Pico Rivera subject to the annual Sewer Service Charge, which is coterminous with the boundaries of the City Pico Rivera. The Boundary Diagram is based on the Los Angeles County Geographic Information System (GIS) data and shape files and the Los Angeles County Assessor's secured roll information and the lines and dimensions of each lot, parcel and subdivision of land subject to the Sewer Service Charge (within this boundary). These lots, parcels and subdivisions of land correspond to the Los Angeles County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the City of Pico Rivera and parcels subject to the annual Sewer Service Charges to be levied for Fiscal Year 2015/2016.

In addition to the Boundary Diagram, two diagrams showing the overall location of the sewer system improvements are provided for reference. More detailed diagrams of the sewer improvements are on file in Public Works at the City.

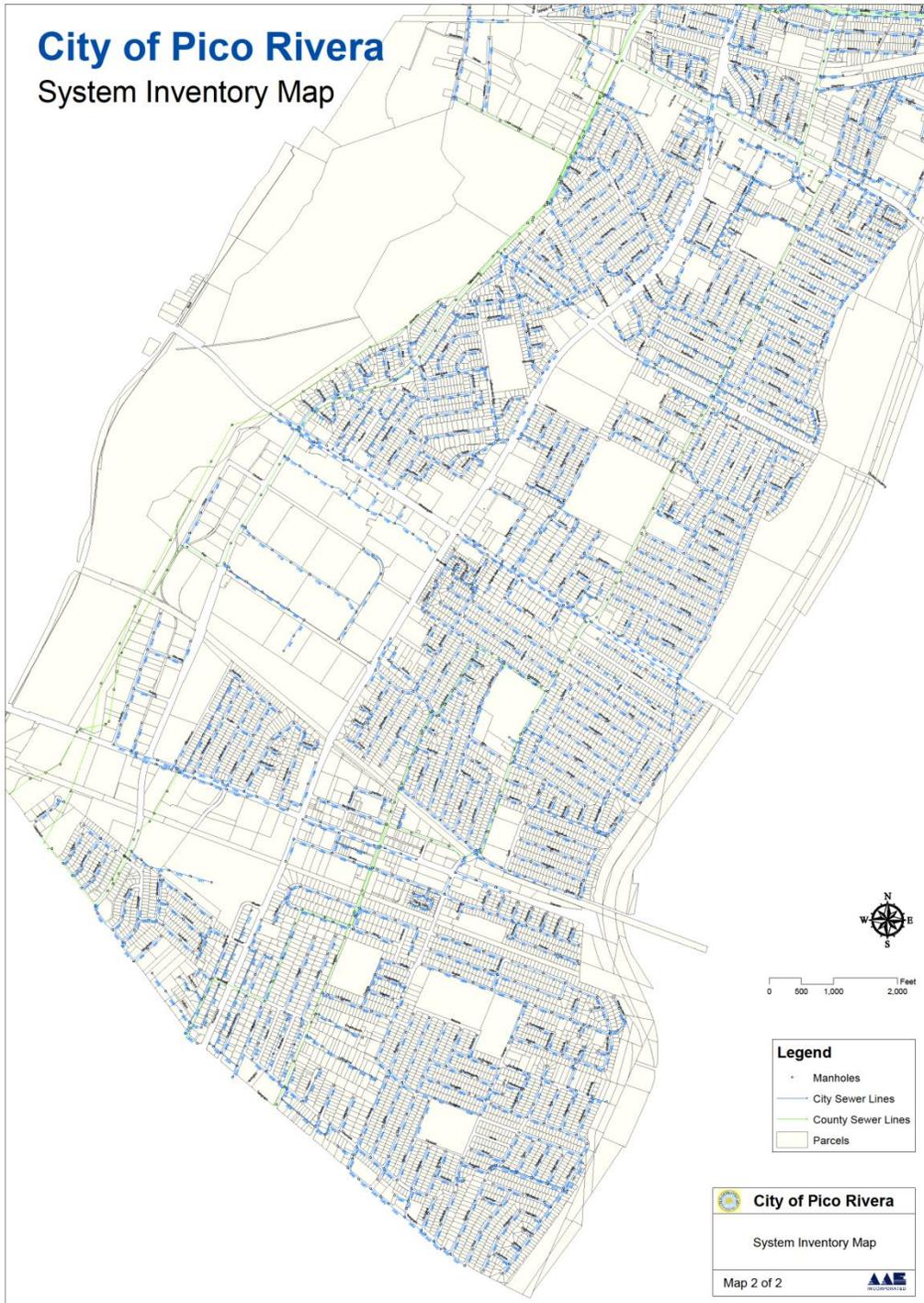
BOUNDARY DIAGRAM



SEWER SYSTEM DIAGRAM (PAGE 1 OF 2)



SEWER SYSTEM DIAGRAM (PAGE 2 OF 2)



VI. FISCAL YEAR 2015/2016 CHARGES

Due to the number of parcels in the City of Pico Rivera that will be subject to the Sewer Service Charge, the “Sewer Service Charge Roll” (a listing of the Assessor’s Parcel Numbers and the proposed charge to be levied) is not contained in this Report, but will be filed with the City Clerk in an electronic format prior to the public hearing regarding on the levy and collection of the Sewer Service Charges for Fiscal Year 2015/2016. The Fiscal Year 2015/2016 Sewer Service Charge Roll, after being filed with the City Clerk, shall be available for public inspection in the City Clerk’s Office during normal business hours.

The following tables provide a summary of the estimated sewer service charge revenue anticipated for Fiscal Year 2015/2016 by land use classification, based on the proposed sewer charge rate of \$50.50 per sewage unit and the assigned land use of each parcel that was available at the time this Report was prepared.

Summary of Sewage Units and Estimated Revenue by Land Uses

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2015/16 Estimated Revenue
Residential Properties			
Single Residential Unit	12,860	12,860.0	\$649,430
Double, Duplex, or Two Units	246	490.0	24,745.00
Three Units (Any Combination)	45	135.0	6,817.50
Four Units (Any Combination)	67	268.0	13,534.00
Five or More Apartments or Units	81	2,356.0	118,978.00
Mobile or Modular Homes	-	-	-
Rooming Houses	-	-	-
Mobile Home Parks	16	415.0	20,957.50
Vacant Residential Property	89	44.5	2,247.25
Commercial Properties			
Commercial Uses, General	3	6.0	303.00
Stores	93	93.0	4,696.50
Store and Office Combinations	6	12.0	606.00
Store and Residential Combinations	13	26.0	1,313.00
Department Stores	1	5.0	252.50
Supermarket 12,000 Square Feet or More	5	25.0	1,262.50
Supermarket 6,000 through 11,999 Square Feet	-	-	-
Small Food Stores - Less than 6,000 Square Feet	-	-	-
Neighborhood Shopping Centers	38	380.0	19,190.00
Regional Shopping Centers	-	-	-
Office Buildings	36	180.0	9,090.00
Office Loft Type buildings	-	-	-
Office and Residential Combinations	1	2.0	101.00
Hotels/Motels – Under 50 Rooms	10	250.0	12,625.00
Hotels/Motels – 50 Rooms and Over	3	120.0	6,060.00
Hotel/Motel and Apartment Combinations Under 50 Units	-	-	-
Hotel/Motel and Apartment Combinations 50 Units and Over	-	-	-
Professional Buildings	13	65.0	3,282.50
Medical/Dental Buildings	7	35.0	1,767.50
Veterinary Hospitals, Clinics	1	3.0	151.50
Restaurants, Cocktail Lounges, Taverns	38	190.0	9,595.00
Fast Food Restaurants	6	12.0	606.00
Wholesale and Manufacturing Outlets	-	-	-
Banks, Savings and Loans	7	7.0	353.50
Service Shops	6	12.0	606.00
Service Stations	11	11.0	555.50
Service Stations with Car Wash	1	5.0	252.50
Auto Service Shops	23	23.0	1,161.50
Used Car Sales	-	-	-
New Car Sales and Service	-	-	-

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2015/16 Estimated Revenue
Commercial Properties (Continued)			
Car Washes	2	10.0	\$505
Recreation Equipment Sales and Service	-	-	-
Farm and Construction Equipment Sales and Service	-	-	-
Auto Service Centers (No Gasoline)	2	2.0	101.00
Commercial Parking Lots	47	23.5	1,186.75
Animal Kennels	-	-	-
Nurseries or Greenhouses	-	-	-
Vacant Commercial Property	37	18.5	934.25
Institutional Properties			
Institutional Uses, General	-	-	-
Churches	31	62.0	3,131.00
Church Parking Lots	4	2.0	101.00
Schools	6	30.0	1,515.00
Colleges, Universities	-	-	-
Hospitals	2	200.0	10,100.00
Convalescent Hospitals, Nursing Homes	2	100.0	5,050.00
Homes for Aged and Others	3	30.0	1,515.00
Cemeteries, Mortuaries, Funeral Homes	1	1.0	50.50
Vacant Institutional Property	-	-	-
Industrial Properties			
Industrial Uses, General	1	2.0	101.00
Light Manufacturing	89	445.0	22,472.50
Heavy Manufacturing	9	900.0	45,450.00
Warehousing - Distribution, Storage	117	234.0	11,817.00
Meat and Poultry Food Processing Plants	3	15.0	757.50
Beverage Food Processing Plants	-	-	-
Other Food Processing Plants	1	200.0	10,100.00
Studios	1	5.0	252.50
Transmission Facilities	-	-	-
Microwave Relay Towers	-	-	-
Lumber Yards	-	-	-
Mineral Processing - General or Miscellaneous	-	-	-
Mineral Processing - Cement, Rock and Gravel Plants	-	-	-
Mineral Processing - Petroleum Refineries, Chemical Plants	-	-	-
Industrial Parking Lots	13	6.5	328.25
Open Storage - General or Miscellaneous	5	10.0	505.00
Open Storage - Trucking Companies, Terminals	1	5.0	252.50
Open Storage - Contractor Storage Yards	1	1.0	50.50
Vacant Industrial Property	71	35.5	1,792.75

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2015/16 Estimated Revenue
Miscellaneous Properties			
Miscellaneous Uses, General/Undesignated	-	-	-
Pumping Plants and State-Assessed Properties	-	-	-
Mining	-	-	-
Petroleum and Gas	-	-	-
Pipelines, Canals	-	-	-
Rights-of-Way	-	-	-
Water Rights	-	-	-
Rivers and Lakes	-	-	-
Dump Sites	-	-	-
Vacant Miscellaneous Property	1	0.5	25.25
Agricultural Properties			
Agriculture Irrigated Farm Uses	1	0.5	25.25
Dairies	-	-	-
Agriculture Dry Farm Uses	-	-	-
Recreational Properties			
Movie Theatres	-	-	-
Bowling Alleys	-	-	-
Clubs, Lodge Halls, Fraternal Organizations	8	16.0	808.00
Auditoriums, Stadiums, Amphitheaters	-	-	-
Amusement Facilities	-	-	-
Commercial Swimming Pools, Schools	-	-	-
Gymnasiums, Health Spas	-	-	-
Dance Halls	1	2.0	101.00
Tennis Courts, Clubs, Pro Shops	-	-	-
Nonprofit Golf Courses	-	-	-
Three-Par Golf Courses	-	-	-
Miniature Golf Courses	-	-	-
Other Golf Courses	-	-	-
Race Tracks	-	-	-
Horse Stables	-	-	-
Camps	-	-	-
Skating Rinks	-	-	-
Recreational Use, General	-	-	-
Vacant Recreational Property	2	1.0	50.50

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2015/16 Estimated Revenue
Government Properties			
Government Uses, General	-	-	-
Public Right of Ways, General	95	-	-
Streets, Roads, Highways	8	-	-
Sewers, Utilities	21	-	-
Government Services, General	8	16.0	808.00
Government Offices, Lease Space	6	30.0	1,515.00
Police and Fire Station	4	8.0	404.00
Public Library	3	15.0	757.50
Public Schools, General	13	13.0	656.50
Public Colleges, Universities	-	-	-
Public Schools, High Schools	3	15.0	757.50
Public Schools, Elementary	15	75.0	3,787.50
Public Schools Service Center	2	4.0	202.00
Miscellaneous Public Recreational Uses	6	12.0	606.00
Public Park	19	9.5	479.75
Public Art Center, Museum	-	-	-
Public Recreational Water Facilities	-	-	-
Flood and Drainage Control	71	-	-
Rapid Transit, Bus etc	1	1.0	50.50
Public Parking or Parking Lot Lease	9	4.5	227.25
Vacant Government Property	5	2.5	126.25
Exempt Properties			
Bifurcated Lots	63	-	-
Common Areas	57	-	-
Restricted/Limited Uses	33	-	-
Utility or Railroad Right of Ways	138	-	-
TOTALS	14,768	20,594.0	\$1,039,997.00

APPENDIX A - FIVE-YEAR SEWER PROJECT CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET

City of Pico Rivera Five-Year Sewer Project Capital Improvement Project (CIP) Budget for Fiscal Years 2015/2016 through 2019/2020

CIP No.	Description	Fiscal Year					5-Year Total
		2015/16	2016/17	2017/18	2018/19	2019/20	
Capital Improvement Projects							
1	Install Smart Covers at Manholes	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 10,000
2	SCADA Upgrade for Sewer Lift Stations	10,000	-	-	-	-	10,000
3	Portable Emergency Generator-Sewer Lift Stations	10,000	-	-	-	-	10,000
4	Purchase Spare Sewer Pumps	75,000	-	-	-	-	75,000
5	Upgrade Electrical Panels - Clarinda Lift Station	-	50,000	-	-	-	50,000
6	Rehab/Reline Damaged Sewer Mains	300,000	750,000	750,000	800,000	250,000	2,850,000
7	Miscellaneous Sewer Upgrades	25,000	25,000	25,000	25,000	25,000	125,000
8	Hydraulically Deficient Sewer Upgrades	-	-	-	-	400,000	400,000
9	CCTV Sewer Mains	-	-	150,000	-	150,000	300,000
	Total CIP	<u>\$ 420,000</u>	<u>\$ 825,000</u>	<u>\$ 930,000</u>	<u>\$ 825,000</u>	<u>\$ 830,000</u>	<u>\$3,830,000</u>
	W/20% Contingency	\$ 504,000	\$ 990,000	\$ 1,116,000	\$ 990,000	\$ 996,000	\$4,596,000

Sewer CIP Fund Balance Projection

At the end of Fiscal Year 2014/2015 it is estimated that Sewer Service Charge Fund Balance will be approximately \$520,000 (This amount being the Estimated Beginning Fund Balance for Fiscal Year 2015/2016). Based on the Fiscal Year 2015/2016 Estimated Cost of the Improvements (Refer to Section IV of this Report) it is anticipated that an additional \$318,000 will be collected in Fiscal Year 2015/2016 for Reserves/Capital Improvements. Assuming a similar amount is collected over the subsequent four years for Reserves/Capital Improvements, the total amount collected over the next five years will be approximately \$1,590,000. This amount coupled with the Beginning Fund Balance represents \$2,110,000 in total available funding for Reserves/Capital Improvements over the next five years which is well short of the Projected CIP Budget (\$4,596,000) shown in the preceding table. The following table summarizes the projected Reserves/Capital Improvement Funding over the next five years based on Projected CIP Budget and funding to be collected for Reserves/Capital Improvements:

Description	Fiscal Year				
	2015/16	2016/17	2017/18	2018/19	2019/20
Estimated Beginning Fund Balance ⁽¹⁾	\$ 520,000	\$ 334,000	\$ (338,000)	\$(1,136,000)	\$(1,808,000)
Reserves/Capital Improvements Funds Collected ⁽²⁾	318,000	318,000	318,000	318,000	318,000
Proposed Capital Improvement Expenditure ⁽³⁾	<u>(504,000)</u>	<u>(990,000)</u>	<u>(1,116,000)</u>	<u>(990,000)</u>	<u>(996,000)</u>
Estimated Ending Fund Balance	\$ 334,000	\$(338,000)	\$(1,136,000)	\$(1,808,000)	\$(2,486,000)

1. The Estimated Beginning Fund Balance for Fiscal Year 2015/2016 is estimated to be \$520,000. The Estimated Beginning Fund Balance for subsequent fiscal years is based on the preceding fiscal year's Estimated Ending Fund Balance.
2. Without an increase to the annual sewer service charge revenues, it is anticipated that the Reserves/Capital Improvements Funds Collected each fiscal year will remain substantially the same over the next five years.
3. The proposed Capital Improvement Expenditures represent the amounts currently projected for the CIP Budget through Fiscal Year 2019/2020 and on average is approximately \$919,200 per year.

Based on the projection above, by Fiscal Year 2016/2017 there will be a shortfall in Reserves/Capital Improvement Fund and by the end of Fiscal Year 2019/2020 this short fall may be approximately \$2,486,000. In addition, City staff estimates the full replacement cost of the sewer infrastructure would require approximately \$72,912,000 in today's dollars. While the projected life span of a sewer system is estimated to be 150 years, the City's overall sewer system is generally 60 years old, which suggests that over the next 90 years most if not all of the sewer system will need to be replaced either because of Hydraulically Deficiencies or Structural Deficiencies. This would suggest that at least \$810,000 needs to be set aside annually to address the long-tem full replacement of the sewer system plus consideration for inflation.

Potential Sewer CIP Funding Adjustments

Based on the preceding discussion of the Sewer Service Charge Reserves/Capital Improvement funding needs over the next five years and beyond, it is almost inevitable that the current Sewer Service Charge of \$50.50 per Sewage Unit will need to be increased in the near future to ensure both the short-term and long-term capital improvements can be adequately funded. Based on the proposed CIP Budget over the next five years and the current Sewer Charge revenues (\$50.50 per sewage unit), the following tables outline an estimate of potential Sewer Charge rate increases that could be considered over the next five years to ensure sufficient funding for Reserves/Capital Improvements. Such increases would trigger a property owner protest proceeding under the provisions of the California Constitution.

Implementing a \$36.25 increase to the current sewage unit rate in Fiscal Year 2016/2017 (new rate would be \$86.75 per sewage unit) would fully fund the projected CIP expenditures for the next five years and retain an Ending Fund Balance of approximately \$500,000 at the end of FY2019/2020 (slightly less than the current Beginning Fund Balance).

Description	Fiscal Year				
	2015/16	2016/17	2017/18	2018/19	2019/20
Estimated Beginning Fund Balance	\$ 520,000	\$ 334,000	\$ 408,533	\$ 357,065	\$ 431,598
Reserves/Capital Improvements Funds Collected	318,000	1,064,533	1,064,533	1,064,533	1,064,533
Proposed Capital Improvement Expenditure	<u>(504,000)</u>	<u>(990,000)</u>	<u>(1,116,000)</u>	<u>(990,000)</u>	<u>(996,000)</u>
Estimated Ending Fund Balance	\$ 334,000	\$ 408,533	\$ 357,065	\$ 431,598	\$ 500,130

If an increase to the current sewage unit rate is not implemented until Fiscal Year 2017/2018, the new Sewer Charge rate would need to be \$98.83 (an increase of approximately \$48.33 per sewage unit) to fully fund the projected CIP expenditures for the next five years and retain an Ending Fund Balance of approximately \$500,000 at the end of FY2019/2020.

Description	Fiscal Year				
	2015/16	2016/17	2017/18	2018/19	2019/20
Estimated Beginning Fund Balance	\$ 520,000	\$ 334,000	\$ (338,000)	\$ (140,623)	\$ 182,753
Reserves/Capital Improvements Funds Collected	318,000	318,000	1,313,377	1,313,377	1,313,377
Proposed Capital Improvement Expenditure	<u>(504,000)</u>	<u>(990,000)</u>	<u>(1,116,000)</u>	<u>(990,000)</u>	<u>(996,000)</u>
Estimated Ending Fund Balance	\$ 334,000	\$(338,000)	\$ (140,623)	\$ 182,753	\$ 500,130

If an increase to the current sewage unit rate is not implemented until Fiscal Year 2018/2019, the new Sewer Charge rate would need to be \$123.00 (an increase of approximately \$72.50 per sewage unit) to fully fund the projected CIP expenditures for the next five years and retain an Ending Fund Balance of approximately \$500,000 at the end of FY2019/2020.

Description	Fiscal Year				
	2015/16	2016/17	2017/18	2018/19	2019/20
Estimated Beginning Fund Balance	\$ 520,000	\$ 334,000	\$ (338,000)	\$(1,136,000)	\$ (314,935)
Reserves/Capital Improvements Funds Collected	318,000	318,000	318,000	1,811,065	1,811,065
Proposed Capital Improvement Expenditure	<u>(504,000)</u>	<u>(990,000)</u>	<u>(1,116,000)</u>	<u>(990,000)</u>	<u>(996,000)</u>
Estimated Ending Fund Balance	\$ 334,000	\$(338,000)	\$(1,136,000)	\$ (314,935)	\$ 500,130

If an increase to the current sewage unit rate is not implemented until Fiscal Year 2017/2018, the new Sewer Charge rate would need to be \$195.50 (an increase of approximately \$145.00 per sewage unit) to fully fund the projected CIP expenditures over the next five years and retain an Ending Fund Balance of approximately \$500,000 at the end of FY2019/2020.

Description	Fiscal Year				
	2015/16	2016/17	2017/18	2018/19	2019/20
Estimated Beginning Fund Balance	\$ 520,000	\$ 334,000	\$ (338,000)	\$(1,136,000)	\$(1,808,000)
Reserves/Capital Improvements Funds Collected	318,000	318,000	318,000	318,000	3,304,130
Proposed Capital Improvement Expenditure	<u>(504,000)</u>	<u>(990,000)</u>	<u>(1,116,000)</u>	<u>(990,000)</u>	<u>(996,000)</u>
Estimated Ending Fund Balance	\$ 334,000	\$(338,000)	\$(1,136,000)	\$(1,808,000)	\$ 500,130

The purpose of the preceding tables is merely to demonstrate that there is a need to eventually increase the Sewer Service Charge to ensure there is sufficient funding for Capital Improvements and replacement of the City's aging sewer system and the longer such an increase is delayed, the greater the increase will likely need to be to address those capital improvements. While it is certainly possible to delay some of the planned capital improvement expenditures and thus reduce the amount of the potential increase, the sooner an increase is implemented the less impact there will be on the overall integrity of the sewer system and those paying the charges. Even a \$25.00 increase per sewage unit would generate an additional \$514,850 in annual revenues for capital improvement projects and this coupled with the current amount being collected (\$318,000) would provide for a reasonable and sustainable capital improvement/replacement program for several years to come.



To: Mayor and City Council
From: City Manager
Meeting Date: May 26, 2015
Subject: DURFEE AVENUE UNDERPASS PROJECT (CIP NO. 21241) -
AWARD PROFESSIONAL SERVICE AGREEMENT FOR
ENGINEERING SERVICES

Recommendations:

- 1) Award a Professional Services Agreement to NCM Engineering Corporation to provide engineering plan check services for the Durfee Avenue Underpass Project for an amount not-to-exceed \$92,176; and
- 2) Authorize the Mayor to execute the Professional Services Agreement in a form approved by the City Attorney.

Fiscal Impact:

There is no permanent fiscal impact as a result of the recommended action. The cost for these services will be fully reimbursed to the City by the Alameda Corridor East (ACE) Construction Authority in accordance with the agreement between the City and ACE for this project. The funds necessary to cover the reimbursable expenses will be included in the Fiscal Year 2015-16 Budget for the General Fund.

Discussion:

On November 6, 2000, the City of Pico Rivera and the Alameda Corridor East (ACE) Construction Authority entered into Agreement No. 00-772 (Agreement) to implement a safety project at the Union Pacific Railroad (UPRR) crossing at Durfee Avenue (Durfee Railroad Crossing). Work included traffic signage, striping and modification of railroad crossing arms. This project has since been completed.

In November 2012, Amendment No. 1 to the Agreement was executed specifying the terms and conditions for the delivery of the Durfee Avenue Grade Separation Project (Project) with ACE as the lead agency. Amendment No. 1 established ACE's role in financing the project as well as providing project management and oversight of the engineering, right-of-way acquisition, and construction of the Project. Amendment No. 1 also established the City's maintenance and operation responsibilities once the Project is completed and included provisions for reimbursement to the City for soft costs (i.e. staff time, consultant costs, etc.) incurred during the delivery of the project.

COUNCIL AGENDA REPORT - MTG. OF 05/26/15
DURFEE AVENUE UNDERPASS PROJECT (CIP NO. 21241)
AWARD PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES
Page 2 of 2

On April 8, 2014, the City Council directed staff to coordinate with ACE the addition of aesthetic design upgrades to enhance the overall appearance of the Project. The upgrades included architectural and landscape enhancements to the walls, slopes, and bridge columns in manner that will enhance the surrounding community as did the recently completed Passons Boulevard Grade Separation. Since ACE policy is to build utilitarian structures that do not typically include aesthetic enhancements of this type, ACE offered to offset the costs of the enhanced aesthetic features in exchange for reimbursement of city staff time spent on this project.

On February 10, 2015, the City Council authorized Amendment No. 2 to the Agreement regarding the addition of aesthetic upgrades, to maximum cost of \$460K, and elimination of staff time reimbursement to the City. However, this amendment did not eliminate reimbursement to the City for permit fees, plan check fees, and the cost of consultants hired to represent the City during the design review and construction oversight phases.

ACE anticipates submittal of the 65% plans and specifications for this Project to the City for review by the end of May. The consultant's services are necessary at this time to meet the two to three week review period. There were no other proposals solicited for this service. Staff researched the qualifications of several firms with relevant experience and who had no current contractual relationships with ACE that might create a conflict of interest. Of the firms identified, NCM Engineering Corporation (NCM) was selected based on their experience in the design and construction management of similar grade separation projects. They were interviewed and a fee was negotiated. Their services include an independent peer review of ACE's technical studies; alternative grade separation concepts; right-of-way impacts analysis; structural analysis and calculations; and plans, specifications and estimates (PS&E) for the 65% and 95% submittals. The cost for NCM's services for this project will be fully reimbursed to the City by ACE, who has approved NCM's qualifications, scope of services, and fee proposal.

The Durfee Avenue Underpass Project was approved by the ACE Board in November 2013 and the project is currently in the 65% design phase. The completion of the design is currently scheduled in February 2016 with construction scheduled from August 2016 through December 2018, pending the timely resolution of multiple right-of-way acquisitions.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Professional Service Agreement
- 2) NCM Engineering Corporation Qualifications

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
NCM ENGINEERING CORPORATION

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and NCM Engineering Corporation, a California Corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide independent review of key disciplines on the Durfee Avenue Underpass project. Work will include and in general consists of the review of plans, specifications and estimates at the 65% and 95% submittals. The key disciplines encompass structures, roadway, civil, traffic engineering, drainage, and landscaping.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s May 15, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s May 15, 2015 proposal to City attached hereto as Exhibit B.

3.3 “Commencement Date”: May 27, 2015

3.4 “Expiration Date”: March 31, 2016

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless

extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ninety Thousand Nine Hundred Seventy Six Dollars with no cents (\$90,976.00), unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth (30th) day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Mohan Char shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 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.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 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, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any 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.

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

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.

15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

15.1.3 Worker's Compensation insurance as required by the laws of the State of California.

15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such

records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

If to Consultant:

René Bobadilla, City Manager
City of Pico Rivera
PO Box 1016
6615 Passons Blvd.
Pico Rivera, California 90660-1016

Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to

terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or

paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neutral form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF PICO RIVERA

“CONTRACTOR”
NCM ENGINEERING CORPORATION

Gregory Salcido, Mayor

Mohan Char, Principal

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



EXHIBIT "A"



DURFEE AVENUE GRADE SEPARATION

NCM SCOPE AND FEE PROPOSAL

FOR REVIEW OF VARIOUS PS&E PACKAGES

SUBMITTED TO:

CITY OF PICO RIVERA
6615 Passons Boulevard
Pico Rivera, CA 90660
Jose Loera
Tel: 562.801.4350
E: Mail: jloera@pico-rivera.org

PREPARED BY:

NCM ENGINEERING CORPORATION
22362 Gilberto, Suite 125
Rancho Santa Margarita, CA 92688
Mohan Char, Ph.D., PE
Tel: 949.294.7358
E-Mail: mohan.char@ncmcivil.com



**SCOPE OF WORK
FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
MAY 2015 REV1**

1.1 PROJECT DESCRIPTION

The Alameda Corridor-East Construction Authority (ACE) in coordination with City of Pico Rivera (City), is proposing to grade separate the existing Durfee Avenue/Union Pacific Railroad (UPRR) at-grade railroad crossing in the City of Pico Rivera, Los Angeles County, California. The grade separation would lower Durfee Avenue under the railroads tracks.

1.1-1 CURRENT STATUS

The Durfee Avenue Grade Separation Project is in the final engineering and design stage. Environmental clearances have been obtained and right-of-way is being acquired. The 65% PS&E package is expected to be submitted to the City in the next few weeks for Independent Review.

1.1-2 LOCATION AND LIMITS

The Durfee Avenue/UPRR Grade Separation is located on Durfee Avenue in the City of Pico Rivera between Whittier Boulevard on the south and Beverly Boulevard on the north. The Project Vicinity Map is shown in Figure 1 and Figure 2 on the following pages.

1.1-3 STATEMENT OF WORK

It is the intent of the City to award a professional services Agreement to provide Engineering Services under following phases:

Phase I 65% PS&E Independent Review



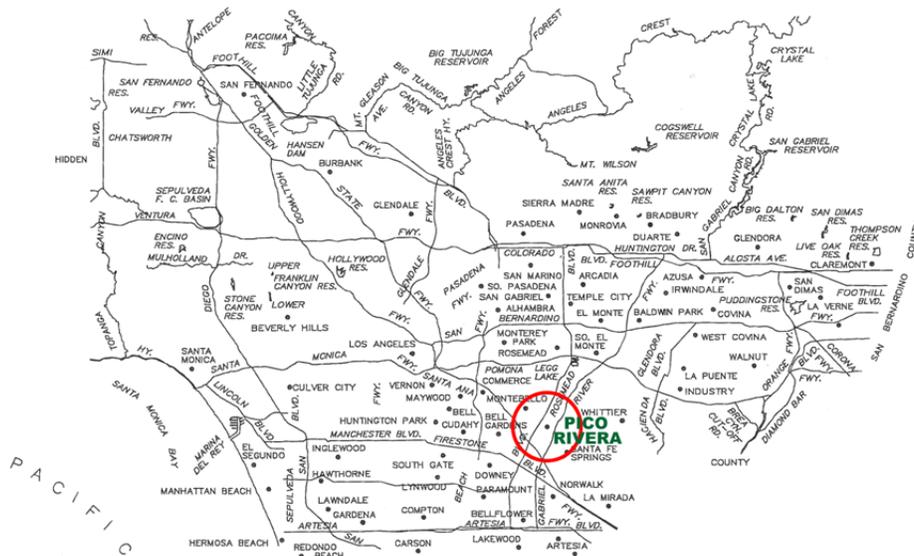
SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015

Phase II 95% PS&E Independent Review

This project will require Independent Review on behalf of the City, encompassing the 65% PS&E and 95% PS&E packages for the Durfee Avenue Grade Separation Project prepared by another consultant retained by ACE. . It is assumed the review of certain specialty areas such as geotechnical engineering, hazardous materials, environmental, right-of-engineering, permits and agreements will be handled by the City.

PHASE I - The Consultant shall review all 65% PS&E package contents for this project, and shall provide professional and technical engineering services necessary to provide independent review of key disciplines of the project. Work will include and in general consists of the review of plans, specifications and estimates. The key disciplines encompass structures, roadway, civil, traffic engineering, drainage, and landscaping.

PHASE II – The Consultant shall back-check all 95% PS&E package contents against comments made on 65% PS&E package and ensure that all comments are addressed. In addition, focus will be on integration of plans, specifications and estimates to ensure they are of



VICINITY MAP

high quality, biddable and constructible.

Figure 1 – Vicinity Map



Figure 2 – Location Map

1.1-4 REFERENCE MATERIALS

Consultant shall utilize the following documents; however the Consultant shall make use of additional reference material as appropriate. Consultant shall also be responsible for ensuring the most recent version of all reference materials are used, including any addenda and errata.

- A Policy on Geometric Design and Highways and Streets (AASHTO)
- California Public Utilities Commission (CPUC) General Orders Requirements
- California Regional Water Quality Control Board Requirements
- Manual of Uniform Traffic Control Devices (MUTCD)
- MUTCD California Supplement
- Standard Specifications for Public Works Construction, Greenbook (only if relevant Caltrans Standards are not available)



- Caltrans Right of Way Manual
- City Standard Drawings and Specifications
- Los Angeles County Standard Drawings
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- BNSF Railway – Union Pacific Railroad Guidelines for Railroad Grade Separation Projects
- AASHTO Load and Resistance Factor Design Bridge Design Specifications (AASHTO LRFD)
- Caltrans Amendments to AASHTO LRFD Bridge Design Specifications
- American Rail Engineers Maintenance Association (AREMA) Standards
- Caltrans Standard Plans
- Caltrans XS Sheets
- Caltrans Design Manuals
- Caltrans Standard Specifications and Standard Special Provisions
 - Note: The above listing of standards is not in order of precedence

2 SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT/ MEETINGS/ COORDINATION/ ADMINISTRATION

Performed by NCM Team

This covers Project management services for all phases including the requirements for meetings, schedules, progress reports, invoicing, and administration of Consultant's work.

2.1 PHASE I – 65% PS&E INDEPENDENT REVIEW

Performed by NCM Team

TASK 2 - CIVIL



**SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015**

Civil review work includes a review of plans for conformance with City of Pico Rivera, APWA, County of Los Angeles, UPRR, CAMUTCD, AASHTO and Caltrans guidelines and requirements as applicable. Typically, the 65% review will include review of the plan set per plan review checklist as generally described below. Overview of the civil review includes:

- 1) Roadway
 - Horizontal and vertical alignment (curve radius, curve/tangent lengths, grades)
 - Cross section (roadway cross slopes, roadway widths)
 - Sight distance (stopping, decision, corner, sight lines)
 - Construction details (pavement section, special details)
- 2) Grading and offsite improvements
 - Slope grades and constructability of slopes
 - Retaining wall profiles
 - Offsite parking, access modification, site modifications
- 3) Drainage
 - Plan and profile
 - Drainage details, inlets, MH & JS, reconnections to existing systems
 - Drainage report
- 4) Utilities
 - Utilities impacted by proposed grade separation design and identification of conflicts and disposition
 - Sewer and water relocation plan, profiles and details
 - Dry utility and petroleum relocation plans
 - Check for any conflicts between the relocated utilities
- 5) Erosion Control/Water Pollution Control
 - BMP's provided for erosion control (temporary and permanent)
 - Review SUSMP
- 6) Staging/Traffic Handling



**SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015**

- Constructability and efficiency of stage construction sequence
 - Temporary traffic control to provide driver and worker separation and safety
 - Road closures and detours
 - Local traffic access through detours and temporary roadways
 - Conformance to CAMUTCD for temporary traffic control
- 7) Sign and Striping
- Conformance of signing and striping with CAMUTCD
 - Signing and striping for new street and traffic operation
- 8) Landscape and Irrigation
- Landscape and irrigation plans and details
 - Water calculations per CA water efficient landscape ordinance
- 9) Electrical
- Street lighting
 - Service points
- 10) Shoofly
- Railroad alignment design, clearances
 - Clearances available to allow for adjacent bridge and grading construction
 - Consistency with staging plans
- 11) Storm Water Pump Station
- Site grading and layout
 - Consistency with storm drain plan and profile
 - Pump size/discharge
- 12) R/W and Easement
- R/W requirements identified
 - Sufficient temporary easement for construction operations and access
 - Check for maintenance of access to remainder parcels
- 13) Engineer's Estimate
- Check for consistency of bid items with work per construction notes
 - General check of quantities calculations



- General check of the unit prices
- 14) Specifications (at 95% PS&E Phase)
- SSP's consistent with the Standard Provisions
 - Check that all work and payment is covered by the bid items
 - Check for consistency between plan callouts and spec items

TASK 3 - STRUCTURES

Performed by NCM Team

Structural review work includes a review of plans for conformance with City of Pico Rivera, AREMA, County of Los Angeles, UPRR, AASHTO and Caltrans guidelines and requirements as applicable. Typically, the 65% review will include review of the plan set per plan review checklist as generally described below. Overview of the structural review includes:

- 1) Bridge
- Superstructure cross section (walkways, track, rail profile clearances and spacing)
 - Vertical and horizontal roadway clearances
 - Railroad maintenance access
 - Abutments (seat geometry, bearings, backwall, wingwall length, shear keys and footing)
 - Bents (seat geometry, bearings, shear keys, column details, footing and/or pile details)
 - Superstructure (geometry, connection details, bracing, web stiffeners)
 - Fencing, curb/walkway geometry
 - Waterproofing, deck drainage and approach slab geometry and detailing
 - General review of constructability, bar reinforcing clearances, spacing and arrangement
- 2) Retaining Walls
- Soil cover over footing, slope geometry and gutter details at top of wall
 - Weep hole and joint layout



**SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015**

- Foundation details, footing step geometry and pile layout
 - Retaining wall profile and interface with bridge
 - Fall protection/fencing
- 3) Underground Structures
- Clearances and compatibility with adjacent facilities or structures
 - Pipe type and junction structure/drainage inlet compatibility
- 4) Civil
- Grading at bridge abutments and wingwalls, slope geometry at retaining walls
 - Vertical roadway profile consistency with bridge plans
 - Horizontal roadway alignment consistency with bridge plans
 - Drainage system interface between retaining wall, bridge deck and site storm drain network
 - Utility conflicts, staging and relocation around bridge during construction and in final condition
- 5) Geotechnical Report
- Conformance with bridge foundation geometry
 - Consistent pile data table and retaining wall foundation recommendations
 - Adequate site exploration and testing, groundwater and LOTB
 - Soil corrosivity or hazardous materials
 - Slope stability analysis
 - Liquefaction and settlement analysis
 - Verify consistency between plans and recommendations for underground structures, pump stations, drainage basins and other appropriate facilities
- 6) Engineer's Estimate
- Check for consistency of bid items with the specifications
 - General check of quantities calculations
 - General check of the unit prices
- 7) Specifications (at 95% PS&E Phase)
- SSP's consistent with the Standard Provisions



**SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015**

- Check that all work and payment is covered by the bid items
- Check for consistency between plan callouts and spec items



2.2 PHASE II – 95% PS&E INDEPENDENT REVIEW

The 95% review will back check if comments from 65% were addressed and check for additional details and modifications made since the 65% plan set in accordance with the review procedure outlined for Task 2 and Task 3. In addition, focus will be on integration of plans, specifications and estimates to ensure they are of high quality, biddable and constructible. The following are the two tasks for this phase:

TASK 4 - CIVIL

TASK 5 - STRUCTURES

3 DELIVERABLES

The following are the list of deliverables

65% PS&E INDEPEDENT REVIEW

- Redlined Plans
- Redlined Reports
- Comments Matrix
- Memorandum Outlining Key Recommendations

95% PS&E INDEPEDENT REVIEW

- Redlined Plans, Specifications and Estimates
- Redlined Reports
- Comment Resolution Matrix
- Comments Matrix (if any)
- Memorandum Outlining Key Recommendations



SCOPE OF WORK FOR
CONSULTANT SERVICES TO PERFORM
INDEPENDENT REVIEW FOR
DURFEE AVENUE GRADE SEPARATION PROJECT
APRIL 2015

4 PAYMENT FOR CONSULTANT SERVICES

The fee for Consultant services is as follows, billings will be according to these cost categories on LUMP SUM not exceeding basis:

<u>Submittals</u>	<u>Fee</u>
 <u>DESIGN TASKS</u>	
Task 1 - Project Management/Meetings/Coordination/Administration	\$ 6,456
 PHASE I – 65% PS&E INDEPENDENT REVIEW	
Task 2 – Civil	\$ 34,700
Task 3 - Structures	\$ 11,020
<hr/>	
SUBTOTAL PHASE I TASKS FEE	\$ 46,020
 PHASE II – 95% PS&E INDEPENDENT REVIEW	
Task 4 – Civil	\$ 27,480
Task 5 - Structures	\$ 11,020
<hr/>	
SUBTOTAL PHASE II TASKS FEE	\$ 38,500
<hr/>	
SUBTOTAL OTHER COSTS (ACTUAL COST BILLED WITH BACKUP)	
<hr/>	
TOTAL FOR ALL TASKS	\$ 1,200

**NCM COST PROPOSAL
CITY OF PICO RIVERA**

EXHIBIT "B"

DURFEE AVENUE GRADE SEPARATION PROJECT

TASK	DESCRIPTION	# OF SHEETS		PROJECT MANAGER	PROJECT ENGINEER	QA/QC	DRAINAGE ENGINEER	LANDSCAPE ARCHITECT	ELECTRICAL		TOTAL HOURS	ODC	TOTAL COST
				\$165.00	\$150.00	\$162.00	\$140.00	\$140.00	\$145.00				
1	Project Management/ Meetings/ Coordination/Administration												
	Project Meetings and Coordination			24							24	\$ -	\$ 3,960.00
	QA/QC					8					8	\$ -	\$ 1,296.00
	ODC											\$ 1,200.00	\$ 1,200.00
	SUBTOTAL			24		8					32	\$ 1,200.00	\$ 6,456.00
65% PS&E - INDEPENDENT REVIEW													
2	CIVIL												
	Streets - typ sec, plan & profile, const details	16		8	8						16		\$ 2,520.00
	Drainage plan, profile, details, drainage report	8		6	4		16				26		\$ 3,830.00
	Utilities - sewer and water relocations	15		8	4						12		\$ 1,920.00
	Utilities - general	8		6	4						10		\$ 1,590.00
	Offsite improvements and grading	8		8	4						12		\$ 1,920.00
	Pavement delineation & signing	6		2	8						10		\$ 1,530.00
	Street lighting	4		4					12		16		\$ 2,400.00
	Traffic control/detours	8		8	4						12		\$ 1,920.00
	Staging	10		8	4						12		\$ 1,920.00
	Railroad shoofly	20		4	4						8		\$ 1,260.00
	Erosion control/pollution control/SUSMP	5		8	4		16				28		\$ 4,160.00
	SD Pump station	5		2			8		16		26		\$ 3,770.00
	Landscape and irrigation, water calcs	12		4				16			20		\$ 2,900.00
	Right-of-way and easements	8		4	8						12		\$ 1,860.00
	Estimate				8						8		\$ 1,200.00
	SUBTOTAL	133		80	64		40	16	28		228		\$34,700.00
3	STRUCTURES												
	Bridge	50			40		4				44		\$ 6,560.00
	Retaining Walls	15			16		4				20		\$ 2,960.00
	Geotechnical Report				8						8		\$ 1,200.00
	Engineer's Estimate				4						4		\$ 600.00
	SUBTOTAL	65			68		8				76		\$ 11,320.00

**NCM COST PROPOSAL
CITY OF PICO RIVERA**

EXHIBIT "B"

DURFEE AVENUE GRADE SEPARATION PROJECT

TASK	DESCRIPTION	# OF SHEETS		PROJECT MANAGER	PROJECT ENGINEER	QA/QC	DRAINAGE ENGINEER	LANDSCAPE ARCHITECT	ELECTRICAL		TOTAL HOURS	ODC	TOTAL COST
				\$165.00	\$150.00	\$162.00	\$140.00	\$140.00	\$145.00				
95% PS&E - INDEPENDENT REVIEW													
4	CIVIL												
	Streets - typ sec, plan & profile, const details	16		4	4						8		\$ 1,260.00
	Drainage plan, profile, details, drainage report	8		2	2		8				12		\$ 1,750.00
	Utilities - sewer and water relocations	15		8	4						12		\$ 1,920.00
	Utilities - general	8		6	4						10		\$ 1,590.00
	Offsite improvements and grading	8		4	2						6		\$ 960.00
	Pavement delineation & signing	6		2	4						6		\$ 930.00
	Street lighting	4		2	2				8		12		\$ 1,790.00
	Traffic control/detours	8		4	2						6		\$ 960.00
	Staging	10		8	4						12		\$ 1,920.00
	Railroad shoofly	20		10	4						14		\$ 2,250.00
	Erosion control/pollution control/SUSMP	5		4	2		8				14		\$ 2,080.00
	SD Pump station	5		2			8		8		18		\$ 2,610.00
	Landscape and irrigation, water calcs	12		2				16			18		\$ 2,570.00
	Right-of-way and easements	8		2	2						4		\$ 630.00
	Estimate			4	8						12		\$ 1,860.00
	Specifications				16						16		\$ 2,400.00
	SUBTOTAL	133		64	60		24	16	16		180		\$ 27,480.00
5	STRUCTURES												
	Bridge	50			30		4				34		\$ 5,060.00
	Retaining Walls	15			8		4				12		\$ 1,760.00
	Geotechncial Report				4						4		\$ 600.00
	Engineer's Estimate				8						8		\$ 1,200.00
	Specifications				16						16		\$ 2,400.00
	SUBTOTAL	65			66		8				74		\$ 11,020.00

	TOTAL HOURS BY CLASSIFICATION								TOTAL HOURS	TOTAL ODCs	TOTAL FEE
TOTAL		168	190	8	72	32	44		590	\$ 1,200.00	\$90,976.00

OTHER DIRECT COSTS				
TASK NO.	MILEAGE	REPRODUCTION, SCANNING AND REPROGRAPHICS	POSTAGE AND DELIVERIES	TOTAL ODCs
1	\$700	\$250	\$250	\$1,200.00

NCM GRADE SEPARATION EXPERIENCE PROFILE



HAGEMAN ROAD GRADE SEPARATION, KERN COUNTY, CA



The NCM or NCM Principal's project experience relevant to the City's Durfee Avenue Grade Separation are shown in TABLE 1 below with components of similar characteristics. In the ensuing pages, detailed descriptions of each project are included

to provide examples of issues and challenges similar to those expected on the proposed project and the approaches we took to complete the projects on time and on budget.

TABLE 1 NCM'S OR NCM PRINCIPAL'S DIRECT RELEVANT EXPERIENCE ON SIMILAR PROJECTS

Project/location (Detailed project descriptions are provided in the ensuing sections)	Project type		Project Phase				Environmental Document		Project Features/Elements										Staging		
	Overhead	Underpass	Funding – Programming /Authorization	PRE/PSRE	PS&E	Bid & Construction	NEPA	CEQA	Roadway	Structures	Railroad	Railroad/CPUC Coordination	Right-of-way	Utilities	Storm Water/ Drainage	Specialty Walls	Public outreach	Landscape/ Aesthetics	Roadway Closure	Detour/ Staging	Shoofly
Monte Vista Ave Grade Sep Montclair, CA	◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		
Magnolia Ave Grade Sep Riverside County, CA	◆			◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	
7 th Standard Road Grade Sep Kern County, CA	◆				◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆			◆		◆	
Hageman Road Grade Sep Kern County, CA		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Standard St. Grade Sep Kern County, CA		◆			◆	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆			◆
Mount Vernon Ave Grade Sep San Bernardino, CA	◆		◆				◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Univ. Pkwy/State St Grade Sep San Bernardino, CA	◆			◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	
Auto Center Drive Grade Sep Corona, CA	◆			◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	
Park Place Extension and Grade Separation, EL Segundo, CA		◆		◆					◆	◆	◆	◆	◆	◆	◆	◆	◆	◆			◆

Client:	City of Montclair	
Contact	Michael Hudson, PE 909.625.9441 mhudson@cityofmontclair.org	
Participation by Proposed Staff	Mohan Char, Ph.D., P.E. Edward Ng, P.E. Mark Stiller, P.E.	Kimberly Gee, E.I.T.



The City of Montclair (City) and the San Bernardino Associated Governments (SANBAG), in coordination with the California Department of Transportation (Caltrans), is proposing to grade separate Monte Vista Avenue/Union Pacific Railroad (UPRR) at-grade railroad crossing. The proposed grade separation would elevate Monte Vista Avenue over the railroad tracks and State Street. The purpose of the proposed project is to improve safety, as it will remove the existing at-grade crossing conflict between vehicular traffic and rail traffic. In addition, the proposed project would reduce the congestion and inconvenience cause by the existing at-grade facility.

Monte Vista Avenue is a major north-south arterial roadway and it is one of the most westerly north-south thoroughfares in San Bernardino County. The roadway also carries traffic underneath two east-west freeways - Interstate I-10 (San Bernardino Freeway) and State Route SR- 60 (Pomona Freeway). As a consequence of increasing frequency of freight and passenger rail traffic between Riverside and San Bernardino Counties and the Los Angeles Basin as well as heavy rail traffic generated by the Ports of Long Beach and Los Angeles, the existing at-grade crossings of Monte Vista Avenue are frequently blocked by trains. In addition, numerous accidents between trains and motor vehicles have occurred. The total rail traffic is approximately 77 trains each day. The purpose of the proposed project is to improve safety, as it will remove the existing at-grade conflict between vehicular traffic and rail traffic. In addition, the proposed project would reduce the congestion and inconvenience caused by this existing at-grade facility.

The proposed overhead structure would carry Monte Vista Avenue over State Street, existing triple Union Pacific Railroad (UPRR) tracks, and a proposed track by means of a two-span concrete structure.

Four 12-foot vehicular lanes, two eight-foot shoulders, and two five-foot sidewalks would be carried on the proposed overhead structure over the railroad tracks. In addition, a hook street (Earnhardt Way and Green Wood Avenue) would be constructed west of existing Monte Vista Avenue to provide continued access to State Street and a cul-de-sac access would be provided to property southwest of Brooks Street.

The project has just obtained authorization (E-76) to proceed with PS&E.

NCM ROLE

NCM Principals William Nascimento, Mohan Char and Edward Ng while working at another firm served in the roles of Project Principal, Project Manager and Lead Civil Engineer respectively.

PROJECT HIGHLIGHTS

- Project slated for construction was put on shelf due to loss of Redevelopment Agency (RDA) funds.
- Strategized and supported CITY's efforts to procure federal funding through Caltrans/SANBAG
- In order to qualify and secure federal funds, set an aggressive schedule to complete NEPA process within a span of 15 months and successfully met the schedule.
- Complex right-of-Way negotiations consisted of more than 22 parcels involving commercial, industrial, and residential properties comprising of fee takes, temporary construction easements, right-of-entries, access modifications (driveways, gates, landscape enhancements etc.).
- Extensive UPRR and CPUC coordination
- Major utility relocations

Client	Riverside County Transportation Department (RCTD)	
Contact	Scott Staley, P.E. 951.955.2092 Cstaley@rctlma.org	
Participation by Proposed Staff	Mohan Char, Ph.D., P.E. Edward Ng, P.E. Mark Stiller, P.E.	Kimberly Gee, E.I.T.



Magnolia Avenue is a major arterial in Riverside County, serving as a major traffic corridor connecting the cities of Corona and Riverside. Increasing vehicle traffic due to regional population growth and rising train traffic from the ports has resulted in severe congestion and delays at the existing at-grade BNSF Railway crossing. These delays affect the traveling public, and hinder emergency vehicular access resulting in increased response times by emergency personnel in and out of the area.

There are no grade separated crossings along a 3.9 mile stretch of BNSF tracks between Promenade Avenue in Corona and La Sierra Avenue in Riverside. The high train traffic volumes affect the mobility, accessibility and reliability of emergency service providers to reach areas on either side of the railroad tracks. Seven schools are located within a 1.5 mile radius of the crossing. Elimination of this at-grade crossing will improve school bus safety and improve traffic flows.

The crossing has several physical characteristics that affect safety. The roadway crosses the railroad tracks at a skew angle of approximately 78°. This creates a very long crossing, increases gate down time and increases the exposure between train traffic and vehicular traffic. This also creates severe visibility issues since the trains approaching from the left do not immediately fall within the normal range of motorists' peripheral vision.

The County of Riverside Transportation Department (RCTD) proposes to grade separate the current at-grade crossing of Magnolia Avenue and BNSF tracks. The proposed project limits extend from Lincoln Street 0.28 miles west of the crossing to Buchanan Street 0.23 miles east of the crossing.

The purpose of the proposed project is to improve safety, as it will remove the existing at-grade conflict between vehicular traffic and rail traffic. The proposed project would reduce the congestion, provide continuous access for emergency vehicles, reduce existing traffic congestion, improve level of service (LOS), enhance reliability and expedite goods movement. The

proposed project would also address the site distance issue that currently exists at the Magnolia Avenue/BNSF crossing.

The project is currently in construction.

NCM ROLE

NCM Principals Edward Ng and Mohan Char while working at another firm served in the roles of Project Manager and Structures Task Manager respectively.

PROJECT HIGHLIGHTS

- Early and extensive BNSF coordination resulted in buy-off on encroachment into their right-of-way, and swift approval of Construction and Maintenance Agreement (CMA)
- Obtained CPUC order to construct
- Engagement of utility companies early in design process, led to swift approval of relocation plans.
- Innovative bridge configuration (straddle bents and c-bent) to span split roadway with an extra wide median, high skew railroad alignment, and two flood control channels.
- Complex traffic staging required unique construction sequencing bridge and roadway elements.
- Inclusive public outreach campaign bought overwhelming public support
- Use of CIDH Piles with post-grouting technique to increase pile axial capacity
- Unique architectural elements (interpretive panels, custom railing etc.) pays tribute historic elements of the region
- Specialty falsework design was thoroughly investigated in the development of bridge configuration
- Engineers estimate came within 5% of the low bid and bid distribution was closely clustered around engineer's estimate reflecting high quality nature of the contract plans.



Hageman Rd. G.S. / 7th Standard Rd. Widening and G.S. / Standard Street Alt. Access G.S. Kern County, CA

Client	County of Kern
Contact	Lynn Brooks, PE 661.862.8872/BrooksL@co.kern.ca.us
Participation by NCM Staff	Mohan Char, Ph.D., P.E. Edward Ng, P.E. Steve Mislinski, P.E. Mark Gonzalez, P.E. Mark Stiller, P.E. Youichi Nakagawa, P.E. Kimberly Gee, E.I.T.

In addition, several structures were designed and constructed, including a 412FT grade separation to carry 7th Standard Road over the BNSF Railway and Santa Fe Way, and six canal crossing bridges. The project also included relocation of multiple oil and gas pipelines, fiber optic, OH distribution and transmission lines, OH and UG communications lines and high pressure gas pipelines; 2 signal modifications and 5 new signalized intersections; upgrade of a 24" City irrigation line to a 42-inch diameter concrete pipe with new intake and outfall structures; coordination with multiple stake-holders, including Caltrans, Cities of Bakersfield and Shafter, Bureau of Reclamation, BNSF Railway, CPUC, 12 utilities for extensive relocations, permitting agencies and two irrigation agencies.

Hageman Road Grade Separation

This project is a 2012 ASCE Excellence Award Winner and was selected for an ACEC Merit Award in ACEC California's 2013 Engineering Excellence Awards. The project grade separated Hageman Road and a new ex-tension of Allen Road from the BNSF Railway with two railroad underpass structures to improve safety of the traveling public and railroad, and to increase capacity in preparation for the next round of development. The project was coordinated with the local community to ensure unanimous support for the selected alternative and required development of complex staging to maintain traffic on the existing roadways to the greatest extent possible during construction. The project elements consisted of preliminary engineering, final design, bid and construction support. The project was delivered on an accelerated schedule to meet strict Prop. 1B funding deadlines, and the team worked proactively to ensure on-time delivery of PS&E and rapid solutions to challenges that arose during construction.



NCM ROLE. While working at another firm, William Nascimento and Steve Mislinski lead the consultant design team as the principal and project manager. The team was responsible for final design, bid and construction support with components consisting of roadway, drainage, structure, construction staging, utility and railroad coordination/agreements. In addition, several structures were designed and constructed, including a 412 feet grade separation to carry 7th Standard Road over the BNSF Railway and Santa Fe Way, and six canal crossing bridges.

NCM ROLE. NCM Principals while working at another firm lead all project delivery efforts and staff played major roles in successfully delivering this award winning project.

7th Standard Road Widening and Grade Separation

The 7th Standard Road Widening and Grade Separation Project is a 2011 ASCE Excellence Award Winner and included preliminary engineering and final PS&E for widening of approximately 6.5 miles of roadway between Coffee Road and Santa Fe Way from two lanes to a four lane divided expressway.



Standard Street Alternative Access Grade Separation

NCM Engineering was selected by Kern County to design a new road extension and railroad crossing consisting of a railroad underpass structure. The project will extend Atlas Court across the San Joaquin Valley Railroad to a new connection with Hageman and Knudsen Roads to the northwest. The new connection will provide an alternative access route into the Standard Street industrial area to improve emergency access and avoid trapping local business staff when Standard Street is occasionally blocked by derailed train cars.



NCM ROLE. NCM is responsible for preliminary and final design and development of PS&E for construction of a grade separation that must be operational for railroad traffic within a 72-hour period and without the use of a shoofly. NCM is also responsible for coordination with the railroad for the C&M Agreement, CPUC for an application for a new railroad crossing and with utility purveyors for relocations.

Mount Vernon Avenue Grade Separation

San Bernardino, CA

Client	City of San Bernardino	
Contact	Michael Grubbs, PE/ 909.384.5179/ Grubbs_Mi@sbcity.org	
Participation by NCM Staff	Mohan Char, Ph.D., P.E. Edward Ng, P.E. Steve Mislinski, P.E. Mark Stiller, P.E.	Kimberly Gee, E.I.T.



The existing bridge was constructed in 1934. The structure is 1,016 feet in length and has a width of 49 feet from edge of deck to edge of deck. The bridge spans one of the largest BNSF multi-modal yard facility. The lane widths and sidewalk widths are both below current design standards per AASHTO. In addition, there are no shoulders and no median separation between opposing traffic lanes. The routine bridge inspection report dated June 16, 2008 lists the sufficiency Rating of the bridge as 2.0 (the lowest of any bridge in the State of California), and reduced the Health Index of the bridge to 0.0. Parts of the bridge are currently supported on temporary bents due to observed cracks in the steel girders. The EA/FONSI signed by Caltrans District 8 on June 27, 2011 identified replacement as the preferred alternative. Caltrans Local Assistance subsequently issued E-76 to proceed with PS&E on August 23, 2011.

The project is currently in PS&E phase.

NCM ROLE. NCM Principals Mohan Char and Edward Ng while working at another firm served in the roles of Project Manager and Roadway Task Manager respectively.

PROJECT HIGHLIGHTS

- HBP funding/programming/authorization to the tune of \$40MM
- Extensive Public outreach and City Council meetings
- Heavy involvement with BNSF/SANBAG/Caltrans
- Developed unique staging concept for bridge construction
- Completed PA/ED phase on time and within the approved budget
- Severe impacts to BNSF Yard facilities
- Major utility impacts

University Parkway/State Street Grade Separation

San Bernardino, CA

Client	San Bernardino Associated Government (SANBAG)	
Contact	Dennis Saylor, PE, SE/ 909.884.8276/ dsaylor@sanbag.ca.gov	
Participation by NCM Staff	Mohan Char, Ph.D., P.E. Edward Ng, P.E.	



The San Bernardino Associated Government (SANBAG) in cooperation with the City and County of San Bernardino few years ago grade separated the University Parkway/ State Street crossing at the BNSF Railroad. University Parkway/ State Street is a major north-south arterial with-in the area. The grade separation has reduced traffic congestion due to increased rail traffic and eliminate the five point intersection between Nolan Street, Short Street, State Street, Cajon Boulevard and Kern Street.

The construction on this project was completed in 2009.

NCM ROLE. NCM Principals William Nascimento, Mohan Char and Edward Ng while working at another firm served in the roles of Project Manager, Structures Task Lead, and Roadway Task Lead respectively.

PROJECT HIGHLIGHTS

- Extensive BNSF/CPUC Coordination
- Major relocation of utilities
- Innovative floating superstructure to handle large fault movements
- Completed on time and within the approved budget

Auto Center Drive Grade Separation

Corona, CA

Client	City of Corona
Contact	Linda Bazmi, P.E./951.739.4960/Linda.Bazmi@ci.corona.ca.us
Participation by NCM Staff	Mohan Char, Ph.D., P.E. Mark Stiller, P.E. Edward Ng, P.E. Kimberly Gee, E.I.T.



The City of Corona (City), in cooperation with Caltrans and FHWA, is embarking upon this grade separation project of Auto Center Drive with the BNSF Railroad. Auto Center Drive will be realigned southwesterly of its existing alignment, beginning just west of the intersection with Research Drive.

The proposed project would construct the Auto Center Drive Overcrossing spanning the BNSF mainline R/W; embankments for the approaches to the structure, including retaining walls; a new access ramp/driveway to the West Corona Metrolink Station Parking Lot; a modified alignment of Auto Center Drive northwesterly of the intersection with Railroad Street (the north leg of Auto Center Drive), slightly westerly of the existing alignment of this north leg; and other miscellaneous drainage, civil, and utility improvements. The project objectives are: implement improvements to eliminate the at-grade crossing; improve safety at the crossing; provide unimpeded access for emergency, and other vehicles to the west side of the at-grade

highway-rail crossing, resulting in the enhancement of traffic operations; the reduction of the existing traffic congestion; and improvement of the Level of Service (LOS) within the project area.

This project is currently in construction and is expected to be completed by end of summer.

NCM ROLE. NCM Principal Mohan Char and Mark Stiller while working at another firm served in the roles of Structures Task Lead and Bridge Engineer respectively.

PROJECT HIGHLIGHTS

- Extensive BNSF/CPUC Coordination
- Major relocation of utilities
- Complex stage construction
- Long settlement period required temporary wall construction to support embankment

Park Place Extension and Grade Separation

El Segundo, CA

Client	City of El Segundo	
Contact	Ted Shove, P.E./310.524.2359/tshove@elsegundo.org	
Participation by NCM Staff	Mohan Char, Ph.D., P.E. William Nascimento, P.E., S.E. Edward Ng, P.E. Steve Mislinski, P.E.	Mark Stiller, P.E. Kimberly Gee, E.I.T. Mark Gonzalez, P.E.



NCM Engineering was selected by the City of El Segundo to perform preliminary engineering studies and analyses to develop feasible alignments and alternatives for extending Park Place from Allied Way to Nash Street and grade separate it from the Union Pacific Railroad and the BNSF Railway storage yards and spur lines that serve a Chevron refinery adjacent to the project site. The existing UPRR and BNSF storage tracks and spurs are located at the west and east end of the project, respectively. Potential alternatives include a grade separation at each crossing location or relocation of UPRR or BNSF tracks to one corridor for a single grade separation.

Key design elements being considered with respect to project feasibility and cost, include roadway geometrics, railroad coordination and design, construction staging, structures design, utility conflict identification and relocation strategy (including three crude oil pipelines), stormwater and drainage, traffic signals and lighting, right of way and access impacts, geotechnical considerations, and hazardous waste/environmental impacts and mitigation measures.

The feasibility study was recently completed on this project.



To: Mayor and City Council
From: City Manager
Meeting Date: May 26, 2015
Subject: TRAFFIC SAFETY IMPROVEMENTS CITYWIDE - SAFE ROUTES TO SCHOOL (CIP NO. 21251) — AWARD CONSTRUCTION CONTRACT

Recommendations:

- 1) Award a construction contract in the amount of \$1,151,326 to Green Giant Landscape Inc. for the Traffic Safety Improvements Citywide (CIP No. 21251) and authorize the Mayor to execute the contract in a form approved by the City Attorney; and
- 2) Appropriate \$350,000 in Prop C funds to CIP No. 210-7300-44500-00021251.

Fiscal Impact: \$350,000 (Proposition C, Metro Local Return Funds)

Discussion:

The Traffic Safety Improvements Citywide (CIP No. 21251), Safe Route to School Federal Project ID 5351(025), also referred to in this report as the "Project," is in the City's Capital Improvement Program. This project entails: (1) signaling two intersections (Rosemead Boulevard at Terradell Avenue and Rosemead Boulevard at Olympic Boulevard); and (2) installing eight flashing beacons near schools, approximately 20,400 square feet of new sidewalk, 77 access ramps, and 60 new school crosswalks citywide. (Enclosure 3, Vicinity Map).

On January 13, 2015, the City Council authorized the City Clerk to advertise the Notice Inviting Bids for the construction of this Project. The Notice Inviting Bids was advertised on March 17, 2015 and March 31, 2015. On April 9, 2015, seven (7) bids were received and opened by the City Clerk in a public forum. The bids ranged from \$1,425,000 to \$1,735,079.50. The three lowest bids were within \$48,000 of each other. Green Giant Landscape Inc. submitted the lowest bid.

All seven bids exceed the grant funding allocated to the Project, with the lowest bid exceeding it by \$425,000. Staff notified Caltrans of the shortage of Project funds and Caltrans attempted to obtain additional State funding to cover the shortfall. Unfortunately, Caltrans was unable to obtain the additional funding and requested that City staff revise the Project quantities to reduce the construction cost to bring the Project within budget. The reduction in the scope of work was developed by eliminating some of the sidewalk, driveway, crosswalk, and curb ramp improvements based on the proximity to the school sites. The furthest planned improvements were eliminated and will be considered for future projects.

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The City submitted and Caltrans has approved the revised Project quantities for a reduced scope of work. City staff then recalculated the seven bids for the reduced scope based on the unit prices provided in each bid. After recalculating based on revised quantities, Green Giant Landscape Inc. remains the low bidder at \$1,151,326.

The following is the bid summary of the reduced scope of work:

Contractor	Total Revised Bid (Reduced Scope)
1. Green Giant Landscape Inc.	\$1,151,326
2. Vido Samarzich Inc.	\$1,221,328
3. E. C. Construction	\$1,251,895
4. Gentry Brothers Inc.	\$1,288,125
5. Nobest Incorporated	\$1,342,742
6. All American Asphalt	\$1,422,260
7. CPO Enterprises	\$1,472,246

The revised lowest bid is 18.45% higher than the engineering estimate of \$972,000. The recommended appropriation of \$350,000 from Prop C will cover this overage as well as construction management and other miscellaneous project costs as listed in the Total Project Budget (Enclosure 2).

Analysis of the bids has confirmed that Green Giant Landscape Inc. is the lowest responsive and responsible bidder. It is recommended that the City Council award the construction contract for this Project to Green Giant Landscape Inc. in the amount of \$1,151,326. Green Giant Landscape Inc. has agreed to complete the project with the reduced scope of work.

Green Giant Landscape Inc. exhibits the capability, capacity, and experience to perform the work required under the bid solicitation. In Pico Rivera, Green Giant Landscape Inc. successfully completed the Beverly Boulevard Median Beautification and the Pico Park Improvements projects.

The anticipated Project schedule is:

- Award Construction..... May 2015
- Start Construction..... June 2015
- Complete Construction..... November 2015

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The Notice of Intent to Award for this project was published on April 13, 2015. The bid protest period expired on April 20, 2015 and no written bid protests were received.



René Bobadilla

RB:JE:JL:lg

Enc.

- 1) Construction Contract
- 2) Total Project Budget
- 3) Vicinity Map

**AGREEMENT NO. _____
PUBLIC WORKS CONTRACT SERVICES AGREEMENT**

**CAPITAL IMPROVEMENT PROJECT NO. 21251
TRAFFIC SAFETY IMPROVEMENTS CITYWIDE**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 26th day of May 2015 by and between the CITY OF PICO RIVERA, a municipal corporation, (herein "City") and Green Giant Landscape Inc. (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires services for the construction of Capital Improvement Project No. 21251, Safe Route To School, Federal Project ID No. 5351(025), Traffic Safety Improvements Citywide. Contractor has represented to City that Contractor is qualified to perform said services and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - This contract consists of the following Contract Documents: Notice of Inviting Bids, Special Provisions, Special Provisions – Part 2, Construction Materials – Part 3, Construction Methods, General Provisions, Bid Proposal Package, Bidders Proposal, Bidders Bond (Bidder's Guarantee), Bond for Faithful Performance, Bond for Labor and Material, Notice of Award, Notice to Proceed, Change Order, Escrow Agreement, Schedule of Non-Working Fridays, Waste Management Plan, Street and Road Improvement Plans, Traffic Signal Plans, Monument Plan, Irrigation and Landscaping Plans, Signing and Striping Plans, Supplemental Information Form, Tax Identification Number Form, Guarantee, this Contract, and any and all schedules and attachments to it which are incorporated as if fully set forth herein

1.3 **Order of Preference of Documents** - In the event of an inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

1. 2012 Green Book
2. This Agreement
3. Special Provisions
3. Caltrans Standard Specifications
4. Caltrans Standard Plans

1.4 **Additional Services** - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Neither the City, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

2.2 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.2.

2.3 **Familiarity with Work** - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that

Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.4 **Care of Work** - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence.

2.5 **Further Responsibilities of Parties** - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.6 **Prevailing Wage Laws** - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the Director of Public Works and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work (as defined by Division 2, Part 7, Chapter 1 of the Labor Code (Section 1720, *et seq.*)), unless currently registered and qualified to perform public work pursuant to Section 1725.5.

2.7 **Type of Contractor's License.** The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement:

Class A - General Engineering Contractor

2.8 **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Million One Hundred Fifty One Thousand Three Hundred Twenty Six Dollars with no cents (\$1,151,326.00) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.5. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

3.3 **Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 2.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts, if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4. PERFORMANCE SCHEDULE

4.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within sixty (60) working days.

4.3 **Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without

the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term** - Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the work by the Contract Officer.

5. COORDINATION OF WORK

5.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Don Henderson, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 PERS Eligibility Indemnity - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation benefit, or any incident of employment by the City and entitlement to any contribution to be paid by the City for employee contribution and or employee contribution for PERS benefits.

5.6 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.7 Utility Relocation - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.8 Trenches, Excavations and Unknown Conditions - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.4 of this Agreement.

c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

5.9 Trench and Pipeline Safety – If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the City.

[Intentionally left blank.]

6. INSURANCE, INDEMNIFICATION AND BONDS

6.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$2,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence
	Risk of Loss Insurance	
	Acts of God Insurance	

CONDITIONS:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A"-minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Pico Rivera, California.

Any insurance maintained by the City of Pico Rivera shall apply in excess of, and not combined with, insurance provided by this policy.

The City of Pico Rivera, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this Agreement, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Indemnification - Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

e) City shall provide written notice to Contractor of any third party claims in accordance with Public Contracts Code 9201.

The Contractor's indemnification obligations pursuant to this Section 6.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.3 Labor and Materials Bond, Performance Security and Warranty Security - Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance security each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the payment of subcontractors, laborers and materialmen, and the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond or security shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. Prior to the acceptance of the work by the City, Contractor shall deposit with the City a Warranty Bond or Security in the amount of 50% of the amount of this Contract and in a form provided by the City warranting the work and materials for a period of one year from the date of acceptance by the City.

6.4 Sufficiency of Insurer or Surety - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.5 Substitution of Securities - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement for the work to be performed will be permitted at the request and expense of the successful bidder.

7. RECORDS AND REPORTS

7.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 **Records** - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

8. ENFORCEMENT OF AGREEMENT

8.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of

thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 Dispute Resolution – If the amount of this Agreement is \$375,000 or less, disputes regarding time extensions or payment amounts must be submitted to a resolution process in accordance with Public Contracts Code 20104-20104.4 as follows:

- (1) Informal negotiation between the City and general contractor.
- (2) Mediation with the general contractor.
- (3) Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

8.4 Waiver - No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Liquidated Damages - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of three thousand dollars (\$3,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit B). In

addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

8.8 Termination for Default of Contractor - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.9 Termination for Convenience – The City may terminate this Agreement without cause for the convenience of the City upon giving Contractor 30 days' prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.10 Attorney's Fees - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are

incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

9.1 **Non-liability of City Officers and Employees** - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest** - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Covenant Against Discrimination** - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 **Notice** - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: James Enriquez, Director of Public Works/City Engineer

To Contractor: Green Giant Landscape Inc.
941-A Macy Street
La Habra, CA 90631
Attention: Don Henderson, President

10.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Hiring of Undocumented Workers Prohibited - Contractor shall not hire or employ any person to perform work within the City of Pico Rivera or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

10.6 Unfair Business Practices Claims - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

10.7 Corporate Authority - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PICO RIVERA,
a municipal corporation

By: _____
Anna M. Jerome, City Clerk

By: _____
Gregory Salcido, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

Date: _____

CONTRACTOR:

Green Giant Landscape Inc.

By: _____
(Print)

By: _____
(Print)

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____

REVISED PROPOSAL

The Honorable City Council
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

Dear Council Members:

In compliance with the NOTICE INVITING BIDS for TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CAPITAL IMPROVEMENT PROJECT NO. 21251, SAFE ROUTE TO SCHOOL (SRTS), FEDERAL PROJECT NO. 5351 (025), a copy which is hereto attached, the undersigned has carefully examined the location of the proposed work, the plans, specifications and other contract documents therefore and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

It is understood and agreed that the work included under the Contract awarded pursuant to this Bid for the Traffic Signal Safety Improvements Citywide, Capital Improvement Project No. 21251, Safe Route to School (SRTS), Federal Project No. 5351 (025), shall be completed by the Contractor within **SIXTY (60) WORKING DAYS** from receipt of the **Notice to Proceed**, unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the work as shown on the plans and in accordance with the specifications and other contract documents, and to furnish all labor, materials, tools and equipment necessary to complete the work in place therefore, in the manner and time herein prescribed at the following prices, to wit:

Contractor's Lawful Name Green Giant Landscape, Inc.

Total Contract Price
\$ 1,425,000.00

REVISED PROPOSAL SCHEDULE

FOR

**TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
CAPITAL IMPROVEMENT PROJECT NO. 21251**

**SAFE ROUTE TO SCHOOL (SRTS)
FEDERAL PROJECT NO. 5351 (025)**

TO THE PICO RIVERA CITY COUNCIL:

The undersigned, as a bidder, declares that this proposal is made without collusion with any other person, firm or corporation, and that the only person or parties interested as principals are those named herein; that he has not accepted any bid from any subcontractor or materialman through any bid depository, or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevents any subcontractor or materialman from bidding to any contractor who does not use the facilities of, or accept bids from or through such bid depository, and having carefully examined the site of the proposed work, plans and specifications, therefore, as well as the Notice of Inviting Bids, all motions by City Council pertaining thereto, and the proposed contract, and having informed himself fully in regard to the contemplated work, proposes and agrees in the event of the acceptance of hereof to enter into a contract with the City Council of the City of Pico Rivera to perform said proposed work in accordance with the terms of said contract, and to furnish or provide all materials, labor, tools, equipment, apparatus, and other means necessary to do so in accordance with the terms and provisions of said agreement, to wit:

**REVISED PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
CITY PROJECT NO. 21251**

**SAFE ROUTES TO SCHOOL (SRTS)
FEDERAL PROJECT NO. 5351 (025)**

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
STREET IMPROVEMENTS					
1	Clearing & Grubbing	1	LS	\$ 41725 ⁰⁰	\$ 41725 ⁰⁰

REVISED PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
 CITY PROJECT NO. 21251

SAFE ROUTES TO SCHOOL (SRTS)
 FEDERAL PROJECT NO. 5351 (025)

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
2	Construct PCC Curb and Gutter and Backfill per SPPWC Std. Plan No. 120-2	715	LF	\$ 60.00	\$ 42900.00
3	Remove Existing Tree/Palm Tree Complete	58	EA	\$ 300.00	\$ 17400.00
4	AC Cold Mill	3,700	SF	\$ 3.00	\$ 11100.00
5	2" Thick AC Overlay	55	TON	\$ 300.00	\$ 16500.00
6	Remove and Construct 4" AC Pavement	850	SF	\$ 15.00	\$ 12750.00
7	Construct 4" PCC Sidewalk per SPPWC Std. Plan No. 112-2, 113-2	25,500	SF	\$ 7.00	\$ 178,500.00
8	Construct PCC Driveway Approach per SPPWC Std. Plan No. 110-2	1,700	SF	\$ 10.00	\$ 17000.00
9	Top Soil	100	CY	\$ 10.00	\$ 1000.00
10	Furnish and Install Truncated Dome per SPPWC Std. Plan No. 111-4	28	EA	\$ 1000.00	\$ 28000.00
11	Construct ADA PCC Curb Ramp per SPPWC Std. Plan No. 111-4	114	EA	\$ 3000.00	\$ 342000.00
12	Traffic Signal Installation (Rosemead/Terradell)	1	LS	\$ 220.00	\$ 220.00
13	Traffic Signal Installation (Rosemead/Olympic)	1	LS	\$ 240.00	\$ 240.00

**REVISED PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE**

CITY PROJECT NO. 21251

SAFE ROUTES TO SCHOOL (SRTS)

FEDERAL PROJECT NO. 5351 (025)

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
14	High Visibility Crosswalk	81	EA	\$ 1800. ⁰⁰	\$ 145 800. ⁰⁰
15	Furnish and Install Solar Flashing Stop Sign	8	EA	\$ 3000. ⁰⁰	\$ 24 000. ⁰⁰
16	Adjust Manhole Frame and Cover	1	EA	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
17	Adjust Water Valve Box and Cover	3	EA	\$ 1000. ⁰⁰	\$ 3000. ⁰⁰
18	Adjust Utility Meter and Cover	2	EA	\$ 1000. ⁰⁰	\$ 2000. ⁰⁰
19	Traffic Control	1	LS	\$ 12,000. ⁰⁰	\$ 12,000. ⁰⁰
20	NPDES Requirements and Project Site Maintenance	1	LS	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
21	Survey Monument Preservation	5	EA	\$ 1500. ⁰⁰	\$ 7500. ⁰⁰
22	Sign and Post	42	EA	\$ 400. ⁰⁰	\$ 16 800. ⁰⁰
23	Pavement Markings Thermoplastic	2,778	SF	\$ 5.00	\$ 13 890. ⁰⁰
24	Limit Line - Thermoplastic	195	LF	\$ 5.00	\$ 975. ⁰⁰
25	Wet Sandblasting and Slurry Seal	800	SF	\$ 10. ⁰⁰	\$ 8000. ⁰⁰

**REVISED PROPOSAL SCHEDULE
TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE
CITY PROJECT NO. 21251**

**SAFE ROUTES TO SCHOOL (SRTS)
FEDERAL PROJECT NO. 5351 (025)**

Item No.	Description with Unit Price Written In Words	Approx. Qty.	Unit	Unit Price	Total Amount
26	Red Curb	5,330	LF	\$ 2.00	\$ 10,660.00
TOTAL BASE BID \$ <u>1,425,000</u> (figures)					
TOTAL BASE BID <u>one million four hundred twenty five</u> (words) <u>thousand twenty five dollars and no cents</u>					

Quantities shown are approximate only. Final contract amount will be based on actual amounts furnished at the unit costs set forth in the proposal.

The above unit prices include all incidental and appurtenant work, and materials necessary for the satisfactory completion of the items. In case of discrepancies between words and figures, the words shall govern, and in case of discrepancies between unit price and total, the unit price shall govern.

However, the City will not authorize any work to be done under these specifications before the contract agreement has been so designated; and any work that is done by the Contractor in advance of such time shall be considered as being done at his own risk, and on his own responsibility, and as a consequence will be subject to rejection having been done other than in the presence of the Engineer.

The above unit prices include all incidental and appurtenant work and materials necessary for the satisfactory completion of the items. In case of discrepancies between words and figures, the words shall govern, and in case of discrepancies between unit price and total, the unit price shall govern.

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified,

in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefor, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

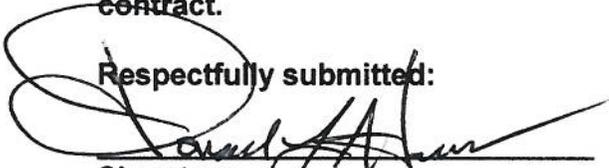
The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Bidder acknowledges that he has thoroughly reviewed the attached Notice of Inviting Bids, Instructions to Bidders, Bid Specifications and Agreement and is aware of all the requirements thereof, both stated and implied.

Accompanying this proposal is the bidder's security consisting of Bidder's Bond payable to the City of Pico Rivera in the amount of _____ equivalent to at least ten (10) percent of the total aggregate bid price hereof based on the quantity shown and the unit price quoted; and the undersigned bidder hereby agrees that should he be awarded a contract on the basis hereof, and thereafter fails to properly execute and return the contract agreement together with the required bonds in connection therewith within ten (10) days after it has been delivered or mailed to him or his authorized agent, the City will be damaged by the delay so caused in an amount that is impossible to definitely ascertain, bidder's security; said bidder further agrees that in such an event the amount of security shall become the property of the City and may be collected thereby, and that otherwise it shall be returned.

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

Respectfully submitted:



Signature

941-A Macy St.
La Habra, CA 90631

Address

Date: 4-13-15

President

Title

(SEAL - if BID is by a corporation)

Attest

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

State of California }
 } s.s.
County of Orange }

Don Henderson, being first duly sworn, deposes and says that he or she is President of Green Giant Landscape, Inc. party making the foregoing bid, and that the bid is not made in the interest of, or on association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, asked anyone to fix the bid price of the bidder has not in any manner, directly or indirectly, ask anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

SIGNED: This 13th day of April, 2015.

Green Giant Landscape, Inc.
Bidder's Name
By: [Signature]
941-A Macy St.
Address
La Habra, CA 90031
562-690-6208
Telephone Number
670478
California Contractor's License No.
5-31-16
Expiration Date

TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE

CAPITAL IMPROVEMENT PROJECT NO. 21251

SAFE ROUTE TO SCHOOL (SRTS)

FEDERAL PROJECT NO. 5351 (025)

BIDDER'S BOND

(NOTE) The following is to be used in case cash, cashier's check or certified check accompanies bid. Accompanying this proposal is a certified check or cashier's check payable to the order of the CITY CLERK, CITY OF PICO RIVERA, or cash in the amount of _____ dollars (\$_____). The proceeds of the same shall become the property of said City. If, in case this proposal shall be accepted by the City through the City Council, the undersigned shall fail to execute a contract with and furnish the sureties required by the City of Pico Rivera within the required time; otherwise, the same is to be returned to the undersigned.

Bidder

(NOTE) If the bidder desired to submit bond with proposal instead of certified check, cashier's check, or cash, have the following form executed.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT, that we _____ Green Giant Landscape, Inc. _____

_____ as principal;

Residence Address _____ Phone _____

Business Address _____ 941-A Macy St., La Habra, CA 90631 _____ Phone _____ 562-690-6208

and _____ Philadelphia Indemnity Insurance Company _____

_____ a duly authorized corporate surety;

Business Address _____ 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101 _____ Phone _____ 626-639-1321

_____ are held and firmly bound unto the City of Pico Rivera, State of California in the sum of

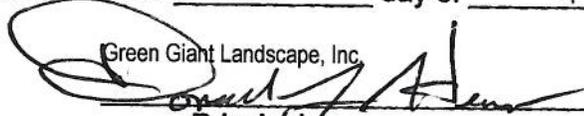
Ten percent of the total amount of the bid _____ dollars, (\$ 10% _____) for the payment of which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal Green Giant Landscape, Inc. about to hand in and submit to the City Council of the City of Pico Rivera, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council contained in the notice of advertisement attached to said bid or proposal.

NOW THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the work awarded to Green Giant Landscape, Inc.

_____ thereupon by said City Council and if the principal Green Giant Landscape, Inc. shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the City Council with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the Ten percent of the total amount of the bid _____ dollars, (\$ 10% _____) as liquidated damages for such failure and neglect.

WITNESS our hands this 6th day of April, 20 15.

Green Giant Landscape, Inc.

Principal

Philadelphia Indemnity Insurance Company
Matthew J. Coats
Corporate Surety Matthew J. Coats, Attorney in Fact

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On APR 06 2015 before me, Summer L. Reyes, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Summer L. Reyes*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

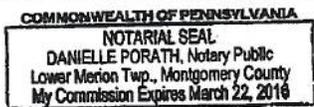
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:
residing at: Bala Cynwyd, PA
My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of April, 2015.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

_____ dollars, (\$_____) for the payment of which sum, well and truly to be made, we bind ourselves and each of our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal _____ about to hand in and submit to the City Council of the City of Pico Rivera, the foregoing bid or proposal, for the performance of the work therein mentioned, in compliance with the specifications therefore, under an invitation of said City Council contained in the notice of advertisement attached to said bid or proposal.

NOW THEREFORE, if the said bid or proposal of the said principal shall be accepted, and the work awarded to _____ thereupon by said City Council and if the principal _____ shall fail or neglect to enter into a contract therefore within the required time, and to execute adequate bonds to the satisfaction of the City Council with a duly authorized corporate surety conditioned for the faithful performance of such contract and the case required by statute, then in that case the undersigned obligators will pay the _____ dollars (\$_____) as liquidated damages for such failure and neglect.

WITNESS our hands this _____ day of _____, 20_____.

Principal

Corporate Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

LIST OF SUBCONTRACTORS

Prime Contractors shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California and shall set forth in their bids, on forms provided for same, the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in amount in excess of one-half (1/2) of one percent (1 %) of the prime Contractor's total bid, and the portion of the work which will be performed by each Subcontractor.

Failure by a prime Contractor to specify a Subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid constitutes an agreement between the prime contractor and the City of Pico Rivera that he is fully qualified to perform that portion of the work himself and will perform that portion of the work himself.

No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed, nor shall any subcontract be assigned or transferred except as provided for in the above Sections of the Public Contract Code of the State of California.

Prime contractors in violation of any of the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California are subject to possible cancellation of contract and monetary penalties as well as disciplinary action by the Contractors' State License Board.

LIST OF SUBCONTRACTORS

The following is a list of the proposed subcontractors to whom I (we) propose to sublet a portion or portions of this work.

<u>NAME/ADDRESS</u>	<u>CLASSIFICATION OF WORK TO BE EXECUTED</u>	<u>SUBLET AMOUNT (IN DOLLARS)</u>
CAI Steip inc 2040 E. Steel Rd. Colton 92324	Stepping	95,000.00

NAME/ADDRESS

CLASSIFICATION OF
WORK TO BE EXECUTED

SUBLET
AMOUNT
(IN DOLLARS)

~~BAKCO ELECTRIC~~
~~4371 SHAWNEE~~

traffic
Signals

CAI professional Eng,
929 OHLBERG AVE
LA PUENTE 91748

443,704.00



City of Pico Rivera
PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4421

Web: www.pico-rivera.org · e-mail: lgaray@pico-rivera.org

James Enriquez, P.E.
Director/City Engineer

City Council

Gregory Salcido
Mayor

David W. Armenta
Mayor Pro Tem

Bob J. Archuleta
Councilmember

Gustavo V. Camacho
Councilmember

Brent A. Tercero
Councilmember

Date: April 7, 2015

To: Prospective Bidders

SUBJECT: **ADDENDUM NO. 1**
TRAFFIC SIGNAL SAFETY IMPROVEMENTS PROJECT
SAFE ROUTE TO SCHOOL
FEDERAL PROJECT NO. 5351 (025) - CIP NO. 21251

This addendum forms a part of the contract document and modifies the original contract documents dated October 15, 2014. The contractor shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the contractor to disqualification. All trades shall be fully advised of these changes.

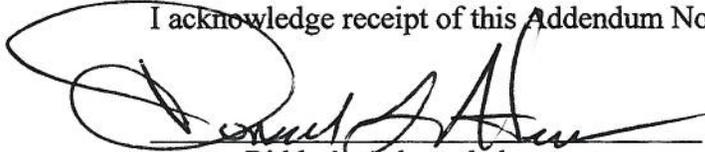
This addendum consists of 6 pages of revised bidding proposal.

1. The bid opening date has changed to 2:00 p.m. on Monday, April 13, 2015.
2. "Revised Proposal Schedule, (Bidder's proposal, pages 1-6): The original bid form has been revised. Please void original Proposal Schedule pages 1-6 and replaced with the attached Revised Proposal Schedule pages 1-6.
3. All costs associated with the signing and striping and civil work such as; access ramps, sidewalk, cross gutters and curb and gutter shall be part of the traffic signal modification plan and shall be paid as part of the lump sum item for the traffic signal installation. No additional compensation will be allowed therefor.
4. Reconstruction of the alley shall be paid under bid item no. 8.
5. The furnishing and installation of the Solar Flashing Stop Signs shall include the vehicle speed sensor and the cost shall be included in each unit cost per bid item. No additional compensation will be allowed therefor.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the bid proposal.

ADDENDUM NO. 1
TRAFFIC SIGNAL SAFETY IMPROVEMENTS PROJECT
SAFE ROUTE TO SCHOOL
FEDERAL PROJECT NO. 5351 (025) – CIP NO. 21251
Page 2 of 2

I acknowledge receipt of this Addendum No. 1 and accept the aforementioned.



Bidder's Acknowledgement

4-13-15
Date



James Enriquez, P.E.
Director of Public Works/City Engineer
JE:JL:lg
Attachment(s)



City of Pico Rivera PUBLIC WORKS DEPARTMENT

6615 Passons Boulevard · Pico Rivera, California 90660
(562) 801-4421

Web: www.pico-rivera.org · e-mail: lgaray@pico-rivera.org

James Enriquez, P.E.
Director/City Engineer

City Council
Gregory Salcido
Mayor
David W. Armenta
Mayor Pro Tem
Bob J. Archuleta
Councilmember
Gustavo V. Camacho
Councilmember
Brent A. Tercero
Councilmember

Date: April 8, 2015
To: Prospective Bidders
SUBJECT: **ADDENDUM NO. 2
TRAFFIC SIGNAL SAFETY IMPROVEMENTS PROJECT
SAFE ROUTE TO SCHOOL
FEDERAL PROJECT NO. 5351 (025) - CIP NO. 21251**

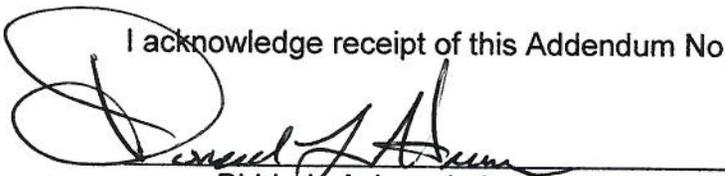
This addendum forms a part of the contract document and modifies the original contract documents dated October 15, 2014. The contractor shall acknowledge receipt of this Addendum in the space indicated below. Failure to comply with this requirement may subject the contractor to disqualification. All trades shall be fully advised of these changes.

This addendum consists of the following revisions:

1. "Revised Proposal Schedule, (Bidder's proposal, pages 1-6): The bid form has been revised. Please void all previously issued Proposal Schedule pages 1-6 and replace with the attached Revised Proposal Schedule (Addendum No. 2), pages 1-6.

Other portions of work remain unchanged. Acknowledgement below should be signed and will be included with the bid proposal.

I acknowledge receipt of this Addendum No. 2 and accept the aforementioned.


Bidder's Acknowledgement

4-13-15
Date


James Enriquez, P.E.
Director of Public Works/City Engineer

JE:JL:lg

Attachment(s)

**TRAFFIC SAFETY IMPROVEMENTS CITYWIDE (CIP NO. 21251)
SRTS - FEDERAL PROJECT ID 5133 (025)**

**TOTAL PROJECT BUDGET
As of May 26, 2015**

Project Activity	Estimated Cost
Design Services	\$83,077
Job Costing (Pico Rivera staff time)	\$45,000
Federal Reporting	\$16,918
Construction Management and Inspection Services	\$70,000
Construction	\$1,151,326
Construction Contingency (4.3%)	\$50,000
TOTAL PROJECT COST:	\$1,416,321

Funding Category	Estimated Budget
State Safe Routes to School (SRTS) Grant for PS&E	\$ 60,000
State Safe Routes to School (SRTS) Grant for Construction	\$938,600
Transportation Development Act – TDA (Approved by City Council on Mid-Year Budget February 2013)	\$17,721
Prop C Funds (Approved by City Council on 3/11/14)	\$50,000
Prop C Funds (Recommended)	\$350,000
TOTAL:	\$ 1,416,321



To: Mayor and City Council
From: City Manager
Meeting Date: May 26, 2015
Subject: SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT POWERS AUTHORITY

Recommendations:

Authorize the Mayor to enter into a Subrecipient Agreement between the City of Pico Rivera and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for the State Water Resource Control Board (SWRCB) Proposition 84 Stormwater Grant Program.

Fiscal Impacts: The SWRCB Proposition 84 Stormwater Grant will fund 80% of the project cost. The remaining 20% (\$18,566) requires an appropriation from the General Fund- Storm Water Division. The Project is included in the Fiscal Year 2015/16 Capital Improvements Budget.

\$73,620	(80%- SWRCB Proposition 84 Stormwater Grant Program)
<u>\$18,566</u>	(20%- General Fund- Stormwater Division)
\$92,186	

Discussion:

The City of Pico Rivera is a member of the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority, otherwise known as the Gateway Water Management Authority (GWMA). The GWMA is a coalition of 24 cities and 2 water agencies with participation from the Sanitation Districts of Los Angeles County that cooperatively work together to address water and stormwater related issues on a regional scale.

GWMA has been very successful in obtaining grants, receiving approximately \$17 million in grant funds in approximately 8 years. GWMA was recently awarded \$1.073 million from the SWRCB Proposition 84 Stormwater Grant for the implementation of Low Impact Development (LID) Best Management Practices (BMPs).

The grants objective is to decrease the loading of metals into the Los Angeles River, San Gabriel River, and Los Cerritos Channel and their tributaries, via the installation of various types of BMPs, as mandated by the Countywide NPDES permit.

COUNCIL AGENDA REPORT – MTG. OF 5/26/15
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND THE
LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT
POWERS AUTHORITY
Page 2 of 2

The City's LID BMP project proposes to install two LID BMP tree box filtration units, similar to a standard sidewalk tree well with the added feature of a below ground filtration chamber. The LID BMP tree boxes collect water to be percolated to the groundwater basin that otherwise would flow into the Los Angeles River and San Gabriel River.

GWMA is the primary grant recipient and will serve as the grant administrator for the program. Pico Rivera is 1 of 11 member agencies that are subrecipients of the grant and is eligible to receive \$73,620 for a multi-agency/multi-watershed project to incorporate LID BMPs into major transportation corridors. The City's share is \$18,566. The other subrecipients are Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier.

Subrecipient Agreements have been prepared with each participating agency. The Subrecipient Agreement commits the City of Pico Rivera to the cost sharing and to comply with grant requirements.



René Bobadilla

RB:JE:GD:lg

Enc.

- 1) Subrecipient Agreement for State Water Resource Control Board- Prop 84 Stormwater Grant

AGREEMENT NO. _____

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PICO RIVERA AND THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated _____, 2015 (“Effective Date”) and is between the CITY OF PICO RIVERA, a municipal corporation (hereinafter referred to as the “CITY” or “Subrecipient”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

RECITALS

A. GWMA has entered into that certain Proposition 84 Stormwater Grant Program Grant Agreement No. 14-443-550 dated December 4, 2014 (“Grant Agreement”) with the State Water Resources Control Board (“State Water Board”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which GWMA will receive One Million Seventy-Three Thousand Eight Hundred Twenty Dollars (\$1,073,820.00) for the Multi-Agency/Multi-Watershed Project to assist the Cities of Bell Gardens, Downey, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier (“GWMA Members”) in implementing Low Impact Development (“LID”) Best Management Practices (“BMPs”) that will decrease the loading of metals at multiple sites along the Los Angeles River, San Gabriel River and Los Cerritos Channel, and their tributaries, including the construction of a total of twenty-two (22) tree box filters, twenty (20) bioretention tree wells and one thousand two hundred (1,200) linear feet of bioswale (the “Project”).

B. Subrecipient shall deposit with GWMA a total amount of ninety two thousand one hundred eighty-five dollars and forty-five cents (\$92,185.45) for GWMA to handle the competitive bidding process and to award a contract to construct and implement Subrecipient’s share of the Project by constructing a total of 2 tree box filters, 0 bioretention tree wells and 0 linear feet of bioswale (collectively, “LID BMPs”) within its jurisdiction along the Los Angeles River and San Gabriel River, and their tributaries (the “Sub-Project”).

C. GWMA will provide a design template and specifications signed by a civil engineer to the Subrecipient. It shall be the Subrecipient’s sole responsibility to incorporate the provided documentation into its city plans signed by the city engineer or public works director.

D. GWMA will designate a total amount of ninety two thousand one hundred eighty-five dollars and forty-five cents (\$92,185.45) of the grant funds from the State Water Board for construction and implementation of the Sub-Project (“Subrecipient Grant Funds”).

E. Subrecipient understands and acknowledges that it is committing to pay its share to install a specific number of LID BMPs to prevent and reduce metals pollution in

stormwater and demonstrate desired environmental results in compliance with the Grant Agreement.

The parties therefore agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Permits and License. Subrecipient shall assist GWMA in procuring all permits and licenses necessary to accomplish the Sub-Project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Sub-Project work.

1.2 Commitment to Cost-Share. Subrecipient shall invest a minimum of eighteen thousand five hundred eighty five dollars and forty-five cents (\$18,585.45) of its own funds (the "Cost-Share Amount"), which constitutes at least twenty percent (20%) of the estimated cost of the Sub-Project, to the Sub-Project, in accordance with the Grant Agreement. GWMA shall document and submit documentation to the State Water Board reflecting Subrecipient's internal costs and total Sub-Project costs to demonstrate the Subrecipient's required cost share obligations under this Agreement and the Grant Agreement. If, upon completion of the Sub-Project, Subrecipient has provided its own funds in an amount less than twenty percent (20%) of the actual cost of the Sub-Project, Subrecipient shall deposit with GWMA the difference between the Cost-Share Amount and twenty percent (20%) of the actual cost of the Sub-Project.

1.3 Income Restrictions. Subrecipient shall pay to the State Water Board any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Subrecipient, to the extent that they are properly allocable to costs for which Subrecipient has been reimbursed with Subrecipient Grant Funds by GWMA under this Agreement.

1.4 Compliance with Grant Agreement. Subrecipient shall comply with all grantee responsibilities of the Grant Agreement and shall perform its respective obligations under and in accordance with the Grant Agreement. In the event that State Water Board determines Subrecipient has breached the grantee obligations under the Grant Agreement, Subrecipient will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by State Water Board because of the breach. No non-breaching GWMA Member, non-participating GWMA Member, or GWMA as a whole shall be in any way responsible for satisfying any State Water Board demands made in response to a breach of the Grant Agreement by Subrecipient. If Subrecipient is found in breach of the Grant Agreement, it shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement. The State Water Board may withhold all or any portion of the Subrecipient Grant Funds provided for by this Agreement in the event that Subrecipient has materially violated, or threatens to materially violate, any term, provision, condition or commitment of the Grant Agreement; or Subrecipient fails to maintain reasonable progress toward completion of the Sub-Project.

1.5 Approvals, Entitlements and Permits. If public agency approvals, entitlements or permits are required for implementation of the Sub-Project, Subrecipient shall promptly assist GWMA in obtaining such approvals, entitlements and permits and submit signed copies of the same to GWMA prior to commencement of Sub-Project work. If the Sub-

Project is carried out on lands not owned by Subrecipient, Subrecipient shall obtain adequate rights-of-way for the useful life of the Sub-Project. For purposes of this Agreement, the “useful life” of any constructed portions of the Sub-Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else. Review or approval of Sub-Project applications, documents, permits, plans and specifications or other Sub-Project information by the State Water Board is for administrative purposes only and does not relieve Subrecipient of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Sub-Project.

1.6 Compliance with Laws, Regulations, Etc. Subrecipient shall, at all times, comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations and requirements, including, if applicable, Water Code Section 5103(e). Without limiting the foregoing, Subrecipient shall, to the extent possible, comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Sub-Project, whichever is later. Subrecipient certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code Section 5101.

1.7 Compliance with Urban Water Management Planning Act. Subrecipient certifies that the Sub-Project complies with the Urban Water Management Planning Act (Cal. Water Code, § 10610 *et seq.*).

1.8 Consistency with Watershed Management Plan. Subrecipient certifies that any watershed protection activity under taken as part of the Sub-Project will be consistent with the applicable adopted local watershed management plans and the applicable Water Quality Control Basin adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan, as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.

1.9 Water Conservation and Efficiency Programs. Subrecipient has appropriate water conservation and efficiency programs in place. Subrecipient shall comply with the State Water Board’s Drought Emergency Water Conservation regulations in Sections 863-865 of Title 23 of the California Code of Regulations. If applicable, Subrecipient shall assist GWMA in preparing a description of its progress and compliance with these Water Conservation regulations in GWMA’s reports submitted pursuant to Section 6 of this Agreement.

1.10 State Water Board Disclosure Requirements. Subrecipient shall include the following disclosure statement in any document, written report or brochure prepared, in whole or in part, pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names

or commercial products constitute endorsement or recommendation of use.”

Further, Subrecipient shall post signage in a prominent location at Sub-Project sites or at Subrecipient’s City Hall that includes the State Water Board’s logo, available from GWMA, and the following disclosure statement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

1.11 Operations and Maintenance. Subrecipient shall maintain and operate the facility and structures constructed or improved as part of the Sub-Project throughout the useful life of the Sub-Project, consistent with the purposes for which the Grant Agreement was made. Subrecipient assumes all operations and maintenance costs of the facilities and structures; GWMA and the State Water Board shall not be liable for any cost of such maintenance, management or operation. Subrecipient may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division of Financial Assistance (the “Division”). For purposes of this Section 1.11, “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. “Maintenance costs” include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

1.12 Continuous Use of Sub-Project; Lease or Disposal of Sub-Project. Subrecipient, except as provided in this Agreement and the Grant Agreement, shall not abandon, substantially discontinue use of, lease or dispose of the Sub-Project, or any significant part or portion thereof during the useful life of the Sub-Project without the prior written approval of the Deputy Director of the Division. The Deputy Director may condition the approval, as determined to be appropriate by him or her, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

2. DISBURSEMENT OF FUNDS

2.1 Deposit of Funds. Within thirty (30) calendar days of the execution of this Agreement, Subrecipient shall deposit with GWMA an amount not-to-exceed ninety two thousand one hundred eighty-five dollars and forty-five cents (\$92,185.45), which shall constitute the total estimated cost of Subrecipient’s Sub-Project (which includes the Cost-Share Amount and the Subrecipient Grant Funds amount).

2.2 Reimbursement of Funds; Insufficient Funds. Upon Subrecipient’s compliance with the requirements set forth in this Agreement, GWMA shall apply to the State Water Board for reimbursement of Sub-Project costs. Within thirty (30) calendar days of GWMA’s receipt of reimbursement funds for the Sub-Project costs from the State Water Board, GWMA shall reimburse Subrecipient in an amount equal to the reimbursement funds received from the State Water Board. The total amount of funds that GWMA reimburses to Subrecipient shall in no event exceed the dollar amount listed in Section 2.1 of this Agreement, which said dollar amount shall constitute GWMA’s full obligation to Subrecipient, unless GWMA receives

additional funds from the State Water Board for the completion of the Sub-Project or unless GWMA opts to shift the funds currently allocated under the Grant Agreement from other GWMA Members' sub-projects to the Sub-Project. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional LID BMPs to be constructed under the Sub-Project. If the Subrecipient Grant Funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-State Water Board grant funds necessary to complete the Sub-Project. Reimbursement, if any, to Subrecipient by GWMA in accordance with this Section 2.2 is conditioned upon receipt of the grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the grant funds are not forthcoming from the State Water Board, for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds. If the grant funds are reduced by the State Water Board, for any reason, Subrecipient shall secure and provide such additional funds necessary to complete the Sub-Project and GWMA shall not have any obligation to reimburse Subrecipient for such additional funds through any other source of GWMA funds.

2.3 Cost Overruns. At no time shall GWMA or a non-participating GWMA Member be liable for any cost associated with the Project, including the Sub-Project. In the event that the grant funds are not forthcoming from the State Water Board for any reason, or if the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way, GWMA and the GWMA Members that are not named as the Subrecipient under this Agreement shall not be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that the grant funds are not forthcoming for any reason, or in the event that the Subrecipient Grant Funds are insufficient to cover costs for the Sub-Project in any way.

3. TERM

3.1 Term. This Agreement shall commence on the Effective Date and shall continue through final payment to Subrecipient plus thirty-five (35) years, unless earlier terminated in accordance with Section 7.3 or amended.

4. COORDINATION OF WORK

4.1 Implementation of Sub-Project. After the execution of all subrecipient agreements with all GWMA members participating in the Project, GWMA shall manage the Notice Inviting Bids for the Project and the construction of the Sub-Project in accordance with the Scope of Work set forth in Exhibit A of the Grant Agreement. The parties, upon mutual written agreement, may amend the total number of LID BMPs required to be installed by Subrecipient during the term of this Agreement. Subrecipient shall immediately notify GWMA of events or proposed changes that could affect the scope, budget or work performed under this Agreement prior to the termination of this Agreement pursuant to Section 3.1. Subrecipient shall not undertake any substantial change in the scope of the Sub-Project until Subrecipient has provided written notice of the proposed change to GWMA and the State Water Board has given written approval of the change.

4.2 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the City Manager of the City of Pico Rivera or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by the City of Pico Rivera City Council.

4.3 GWMA Representative. The GWMA Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the Board of Directors.

4.4 Independent Contractor. Subrecipient is, and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers' compensation laws.

5. MANDATORY LIABILITY COVERAGE

5.1 Coverage. Throughout the useful life of the Sub-Project, Subrecipient shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the LID BMPs constructed pursuant to this Agreement.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent, as accepted by GWMA's Risk Manager, that shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) calendar days' written notice to GWMA and the State Water Board prior to the effective date of such cancellation or change in coverage.

5.3 Additional Insurance Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, and each of its officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. This insurance shall be issued by a company or companies admitted to transact business in the State of California. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Project to obtain liability coverage at least as comprehensive as required under this Section 5 of this Agreement and shall require GWMA and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

5.5 Use of Insurance Proceeds. In the event of any damage to or destruction of the Sub-Project or any larger system to which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Sub-Project or its larger system. Subrecipient shall begin such reconstruction, repair or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

6. REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

6.1 Reports. GWMA shall prepare and submit regional progress and project reports to the State Water Board to fulfill the GWMA's reporting obligations under the Grant Agreement. Subrecipient shall assist GWMA by providing all requested documentation as GWMA prepares and submits progress and project reports to the State Water Board. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the Grant Agreement, including, if applicable, the reporting requirements specified in Paragraph G of Exhibit B of the Grant Agreement.

6.2 Audits and Records. GWMA, the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing may review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Division, at its option, may call for an audit of financial information relative to the Sub-Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of Subrecipient and at Subrecipient's cost. The audit shall be in the form required by the Division. Subrecipient shall maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. Subrecipient shall allow the auditor(s) access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records. Further, Subrecipient shall include a similar right of GWMA and the State of California to audit records and interview staff in any contract related to performance of this Agreement.

6.3 Records. Without limiting the requirement in Section 9.2 of this Agreement to maintain Sub-Project accounts in accordance with generally accepted accounting principles, Subrecipient shall, to the extent applicable:

6.4 Establish an official file for the Sub-Project that adequately documents all significant actions relative to the Sub-Project;

6.5 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Sub-Project, including all portions of grant funds received under this Agreement;

6.6 Establish separate accounts that adequately depict all income received that is attributable to the Sub-Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

6.7 Establish an accounting system that will adequately depict final total costs of the Sub-Project, including both direct and indirect costs;

6.8 Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

6.9 If a Force Account is used by Subrecipient for any phase of the Sub-Project, establish an account that documents all employee hours and associated tasks charged to the Sub-Project per employee.

6.10 Inspections. The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Sub-Project sites at all reasonable times during Sub-Project implementation and thereafter for the useful life of the Sub-Project to ascertain compliance with the Grant Agreement and its goals.

7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Subrecipient shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

7.2 Assignment. Subrecipient shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

7.3 Termination. GWMA may terminate this Agreement if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated by giving written notice to Subrecipient. In the event of the State Water Board's termination of the Grant Agreement is based upon the violation of the Grant Agreement by GWMA, Subrecipient or any other GWMA Member of any material provision of the Grant Agreement, Subrecipient shall, upon demand, immediately repay to the State Water Board an amount equal to the

Subrecipient Grant Funds distributed to Subrecipient prior to such termination. In the event of such termination, interest shall accrue on Subrecipient's amounts due at the highest legal rate from the date that notice of termination is mailed to GWMA from the State Water Board to the date Subrecipient's full repayment.

7.4 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.5 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.7 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.8 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

7.9 Damages for Breach Affecting Tax Exempt Status. In the event that any breach of any of the provisions of this Agreement by Subrecipient results in the loss of tax exempt status for any state bonds, or such breach results in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, Subrecipient shall immediately reimburse the State Water Board in an amount equal to any damages paid by or loss incurred by the State due to such breach.

7.10 Related Litigation. Under no circumstances may Subrecipient use any portion of the Subrecipient Grant Funds from any disbursements under this Agreement to pay costs associated with any litigation Subrecipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, Subrecipient agrees to complete the Sub-Project funded by this Agreement or to repay the Subrecipient Grant Funds, plus interest.

8. INDEMNIFICATION

8.1 Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA, the State Water Board and the State (collectively, the "Indemnitees") harmless from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, arising out of, the actions or omissions of Subrecipient resulting from or in any way connected with (1) the Sub-Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction of the Sub-Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement and any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Section 13304 of California Water Code and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Sub-Project site(s); or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by Subrecipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, Subrecipient shall pay and discharge any judgment or award entered or made against the Indemnitees with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this Section 8.1 shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest. Subrecipient certifies that it is in compliance with applicable state and federal conflict of interest laws.

9.2 Fiscal Management Systems and Accounting Standards. Subrecipient agrees that, at a minimum, its fiscal control and accounting procedures shall be sufficient to permit tracing of the grant funds to a level of expenditure adequate to establish that the Subrecipient Grant Funds have not been used in violation of state law, this Agreement or the Grant Agreement. Subrecipient shall maintain separate Sub-Project accounts in accordance with generally accepted accounting principles.

9.3 Discovery of Potential Archeological or Historical Resources. Should potential archeological or historical resources be discovered during implementation of the Sub-Project, all Sub-Project work in the area shall cease until (1) a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resources and (2) the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. Subrecipient shall implement appropriate actions as directed by the Division.

9.4 Nondiscrimination. During the performance of this Agreement, Subrecipient and its consultants and contractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Subrecipient and its consultants and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its consultants and contractors shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Regs., tit. 2, § 11000 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations, are incorporated into this Agreement by this reference and made a part hereof as if set forth in full. Subrecipient and its consultants and contractors shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any. Subrecipient shall include the nondiscrimination and compliance provisions in this Section 9.4 in all subcontracts to perform Sub-Project work under this Agreement. Subrecipient's failure to carry out the requirements set forth in this Section 9.4 and applicable requirements in Part 33 of Title 40 of the Code of Federal Regulations is a breach of a material provision of this Agreement that may result in its termination.

9.5 Discovery of Unexpected Endangered or Threatened Species. Should federal or state protected species, as defined in the federal and state Endangered Species Acts, be unexpectedly encountered during implementation of the Sub-Project, Subrecipient shall promptly notify GWMA. This notification is in addition to Subrecipient's obligations under the federal and state Endangered Species Acts.

9.6 Rights in Data. All data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes and other written or graphic work produced in the performance of this Agreement shall be in the public domain. Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgment of credit to the State Water Board for financial support. Subrecipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

9.7 Notices.

(a) Subrecipient shall notify GWMA at least twenty (20) working days prior to any public or media event publicizing the accomplishments or results of this Agreement and provide the opportunity for attendance and participation by GWMA and State Water Board representatives.

(b) Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Subrecipient's and GWMA's regular business hours or by facsimile before or during regular business hours; or

(ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 9.6(b). All notices shall be delivered the parties at the following addresses:

To GWMA: Attn: Grace J. Kast, Executive Officer
Gateway Regional Water Management Authority
16401 Paramount Boulevard
Paramount, California 90723
Facsimile: 562-634-8216

To Subrecipient: René Bobadilla, City Manager
Attn: James Enriquez, Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660
Facsimile: (562) 801-4765

9.8 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.9 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.10 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.11 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.12 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.13 Exhibits; Precedence. Exhibit A is incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail,

except that all state grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.14 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The parties are signing this Agreement on the date stated in the introductory clause.

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

City of Pico Rivera,
a California public entity

By: _____
Name: _____
Title: _____

By: _____
Name: Gregory Salcido
Title: Mayor

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
GRANT AGREEMENT
(Attached)

FOR STATE USE ONLY
DGS REGISTRATION NO. EP1390162

PROPOSITION 84 STORMWATER GRANT PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

GATEWAY WATER MANAGEMENT AUTHORITY, hereinafter called "Grantee"

MULTI-AGENCY/MULTI-WATERSHED PROJECT TO INCORPORATE LOW IMPACT
DEVELOPMENT (LID) BEST MANAGEMENT PRACTICES (BMPs) INTO MAJOR
TRANSPORTATION CORRIDORS, hereinafter called "Project"

AGREEMENT NO. 14-443-550

The State and Grantee hereby agree as follows:

PROVISION(S). The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Pub. Resources Code, § 75050(m) (Prop. 84 Stormwater Contamination Reduction and Prevention)

PURPOSE. The State shall provide a grant to and for the benefit of Grantee for the purpose of implementing LID BMPs that will decrease the loading of metals into the Los Angeles River, San Gabriel River, and Los Cerritos Channel, and their tributaries.

GRANT AMOUNT. The maximum amount payable under this Agreement shall not exceed \$1,073,820.

TERM OF AGREEMENT. The term of the Agreement shall begin on OCTOBER 1, 2014 and continue through final payment plus thirty-five (35) years unless otherwise terminated or amended as provided in the Agreement. HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 31, 2017. ABSOLUTELY NO FUNDS MAY BE REQUESTED AFTER APRIL 30, 2017.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board	Grantee: Gateway Water Management Authority
Name: Spencer Joplin, Grant Manager	Name: Grace Kast, Project Director
Address: 1001 I Street, 16 th Floor	Address: 16401 Paramount Blvd
City, Zip: Sacramento, CA 95814	City, Zip: Paramount, CA 90723
Phone: (916) 341-5636	Phone: (626) 485-0338
Fax: (916) 341-5707	Fax: (562) 634-8216
e-mail: SJoplin@waterboards.ca.gov	e-mail: Gracekast.gateway@gmail.com

Direct all inquiries to:

State Water Board	Grantee: Gateway Water Management Authority
Section: Division of Financial Assistance	Section:
Attention: Michele Stebbins, Program Analyst	Name: John Hunter, Grant Contact
Address: 1001 I Street, 17 th Floor	Address: 6131 Orangethorpe Avenue, Suite 300
City, Zip: Sacramento, CA 95814	City, Zip: Buena Park, CA 90620
Phone: (916) 341-5665	Phone: (562) 802-7880
Fax: (916) 341-5296	Fax: (562) 802-2297
e-mail: MStebbins@waterboards.ca.gov	e-mail: Jhunter@jlha.net

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL TERMS & CONDITIONS
- Exhibit D SPECIAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: Grace Kast
Grantee Signature

Grace Kast
Grantee Typed/Printed Name

Executive officer
Title

11/5/14
Date

By: [Signature]
Darrin Polhemus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

12/4/2014
Date

Reviewed by AH
Office of Chief Counsel
Date: 12-4-14

EXHIBIT A
SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE

A. PLANS AND GENERAL COMPLIANCE REQUIREMENTS

1. In order for the State Water Board and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, Global Positioning System (GPS) information for project site and monitoring locations must be identified for this Project. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
2. The Grantee shall prepare and submit a Monitoring and Reporting Plan (MRP) that does all of the following: 1) identifies the nonpoint source(s) of pollution to be prevented or reduced by the Project; 2) describes the baseline water quality or quality of the environment to be addressed; 3) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results; and 4) describes the monitoring program, including, but not limited to, the methodology, frequency, and duration of monitoring.

The MRP shall be organized as follows, and may be submitted as separate documents or in one report.

2.1 Project Assessment and Evaluation

Project Assessment and Evaluation Plan (PAEP) describes the manner in which the Project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results. PAEP details the methods of measuring Project benefits and reporting them in accordance with a PAEP. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at http://www.waterboards.ca.gov/water_issues/programs/grants_loans/paep/index.shtml.

2.2 Monitoring Plan

All projects that include water quality or environmental monitoring must prepare a Monitoring Plan (MP). At a minimum, all MPs must: 1) describe the baseline water quality or quality of the environment to be addressed; 2) identify the non-point source(s) of pollution to be prevented or reduced by the Project; and 3) provide GPS information for all sampling locations.

The MP must include a description of the monitoring program and objectives, types of constituents to be monitored, methodology, the frequency and duration of monitoring, and the sampling location for the monitoring activities.

Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation. Guidance for preparing an MP is available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml#plans.

2.3 Quality Assurance and Project Plan

If water quality monitoring is undertaken, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the State Water Board's Quality Assurance Officer for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/index.shtml.

The Grantee shall upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.4 Data Management

The Grantee shall upload all water quality data obtained through its implementation of the MP to the California Environmental Data Exchange Network (CEDEN). The Grantee shall also provide a receipt of successful data submission, which is generated by CEDEN, to the Grant Manager prior to submitting a final invoice. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or the Regional Data Centers (RDCs) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Activities supported by grant funds are projects under the California Environmental Quality Act (CEQA) and must comply with CEQA requirements. Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA). Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
4. If public agency approvals, entitlements, or permits are required, such approvals, entitlements or permits must be obtained and signed copies submitted to the Grant Manager before work begins. If the Project is carried out on lands not owned by the Grantee, the Grantee must obtain adequate rights of way for the useful life of the Project.
5. State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Signage shall be posted in a prominent location at Project site (if applicable) or at the Grantee's headquarters and shall include the State Water Board color logo (available from the Program Analyst):



and the following disclosure statement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

6. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within Item 5 of this exhibit.

B. PROJECT-SPECIFIC REQUIREMENTS

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Agreement completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct pre-, during, and post-construction photo monitoring and submit to the Grant Manager.
- 1.4 Conduct periodic and final site visits with the Grant Manager.

2. Planning, Design, and Engineering

- 2.1 Complete the preliminary design plans and specifications and submit to the Grant Manager for review and approval. The design plans will include a minimum of: twenty-two (22) tree box filters; twenty (20) bioretention tree wells; and one thousand, two hundred (1200) linear feet of bioswale at multiple sites along the Los Angeles River, San Gabriel River, and Los Cerritos Channel and their tributaries.
- 2.2 Complete the final design plans and specifications and prepare a summary identifying any changes from the preliminary design plans in Item 2.1. Submit the plans and summary of changes to the Grant Manager for review and approval prior to preparing bid documents in item 2.3.
- 2.3 Complete the bid documents and advertise the Project for bid. Submit the awarded bid documents to the Grant Manager in an electronic format.

3. Construction and Implementation

- 3.1 Award the construction contract and submit the Notice to Proceed to the Grant Manager in an electronic format.
- 3.2 Complete construction activities in accordance with approved final design plans and specifications.
- 3.3 Submit as-built drawings to the Grant Manager in an electronic format.
- 3.4 Prepare and submit an Operations and Maintenance Plan to the Grant Manager for review and approval.

4. Monitoring and Performance

- 4.1 Monitor in accordance with the approved MP.
- 4.2 Analyze monitoring results, document implementation of monitoring in accordance with the MP, and include a summary report of the monitoring results in the associated quarterly progress report. A summary of all monitoring results shall be included in the Final Project Report.

5. Education and Outreach

- 5.1 Create a press release that informs the public of basic stormwater issues and notifies them of local community events. Send the press release to a minimum of six (6) to local media outlets and submit a copy of the press release to the Grant Manager.

- 5.2 Conduct a minimum of one (1) community event annually in each of the Los Angeles River, Los Cerritos Channel, and Lower San Gabriel River watersheds, for a total of at least three (3) events to educate the community about stormwater pollution sources and prevention. Submit the community event materials to the Grant Manager.
- 5.3 Conduct an informal survey at each event in Item 5.2 to assess the increase in stormwater awareness. Submit educational materials and survey results for each event to the Grant Manager.
- 5.4 Develop and distribute outreach materials related to metals pollution in stormwater, to local schools in each watershed. Submit the outreach materials to the Grant Manager.
- 5.5 Coordinate with local schools to attend the appropriate community events identified in Item 5.2 and submit student attendance information to the Grant Manager.

TABLE OF ITEMS FOR REVIEW

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK – WORK TO BE PERFORMED BY THE GRANTEE			
A.	PLANS AND GENERAL COMPLIANCE REQUIREMENTS		
1.	GPS information for Project site and monitoring locations	Day 90	
2.	Monitoring and Reporting Plan		
2.1	Project Assessment and Evaluation Plan (PAEP)	Day 90	
2.2	Monitoring Plan (MP)	Day 90	
2.3	Quality Assurance Project Plan (QAPP)	Day 90	
2.4	Proof of Water Quality Data Submission to CEDEN	Before Final Invoice	
3.	Copy of Final CEQA/NEPA Documentation	Day 30	
4.	Public Agency Approvals, Entitlements, or Permits		As Needed
B.	PROJECT-SPECIFIC REQUIREMENTS		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Pre-, During, and Post-Construction Photos		Ongoing
1.4	Periodic and Final Site Visits		Ongoing
2.	Planning, Design, and Engineering		
2.1	Preliminary Design Plans and Specifications		December 2014
2.2	Final Plans and Specifications and Summary of Changes		February 2015
2.3	Awarded Bid Documents		March 2015
3.	Construction and Implementation		
3.1	Notice to Proceed	March 31, 2015	
3.3	As-Built Drawings		September 2016
3.4	Operations and Maintenance Plan		October 2016
5.	Education and Outreach		
5.1	Copy of Press Release		Ongoing
5.2	Community Event Materials		November 2016
5.3	Survey Results		November 2016
5.4	School Outreach Materials		December 2016
5.5	Attendance Information		December 2016

ITEM	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICING		Quarterly
G.	REPORTS		
1.	Progress Reports within forty-five (45) days following the end of the calendar quarter (March, June, September, and December)		Quarterly
2.	Annual Progress Summaries		Annually by 9/30
3.	Natural Resource Projects Inventory (NRPI) Survey Form (If applicable)	Before Final Invoice	
4.	Draft Final Project Report	January 31, 2017	
5.	Final Project Report	February 28, 2017	
6.	Final Project Summary	Before Final Invoice	
7.	Final Project Inspection and Certification	Before Final Invoice	

EXHIBIT B
INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS

A. INVOICING

1. Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section G.1 of this exhibit. The address for submittal is:

Spencer Joplin, Grant Manager
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95814

2. Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. The State Water Board Grant Manager has the responsibility for approving invoices.
3. Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support Match Funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
4. The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
5. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
6. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
7. The invoice shall contain the following information:
 - a. The date of the invoice;
 - b. The time period covered by the invoice, i.e., the term "from" and "to";
 - c. The total amount due; and

- d. Original signature and date (in ink) of Grantee or its authorized representative.
- e. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN APRIL 30, 2017.

B. PROHIBITION OF INDIRECT COSTS

The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any invoice submitted including Indirect Costs will cause that invoice, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

C. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2014-15 fiscal year ending June 30, 2015 shall not exceed ONE MILLION, SEVENTY-THREE THOUSAND, EIGHT HUNDRED TWENTY DOLLARS (\$1,073,820).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.

D. LINE ITEM BUDGET

	PROP 84	MATCH	TOTAL
Direct Project Administration Costs	\$ 0	\$ 35,980	\$ 35,980
Planning/Design/Engineering/Environmental	\$ 0	\$ 78,500	\$ 78,500
Equipment (\$5,000 or more per item)	\$ 0	\$ 0	\$ 0
Construction/Implementation	\$1,073,820	\$ 75,135	\$1,148,955
Monitoring/Performance	\$ 0	\$ 69,700	\$ 69,700
Education/Outreach	\$ 0	\$ 10,905	\$ 10,905
TOTAL	\$1,073,820	\$270,220	\$1,344,040

E. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount (excluding Match Funds), including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

F. MATCH FUNDS

1. The Grantee agrees to provide match funds in the amount of TWO HUNDRED SEVENTY THOUSAND, TWO HUNDRED TWENTY DOLLARS (\$270,220) (Match Funds) for this Project. This Match Funds amount is based on Line Item Budget categories, funding sources, and amounts submitted by the Grantee in its application and during the negotiation of this Agreement. Any Match Funds line item changes or adjustments in Match Funds classifications or sources requested by Grantee must be approved, in advance and in writing, by the Grant Manager.
2. If, upon completion of the Project, the Grantee has provided match funds in an amount that is less than the Match Funds amount set forth in paragraph F.1 above, then the State Water Board may proportionately reduce the grant amount and/or Grantee's Match Funds amount, provided the reduced amount(s) satisfy statutory requirements and State Water Board Guidelines.

G. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager within forty-five (45) days following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. ANNUAL PROGRESS SUMMARIES. Prepare and provide an Annual Progress Summary annually by September 30. The summary must be no more than two (2) pages, and shall include pictures as appropriate. Upload an electronic copy of the Annual Progress Summary in pdf format to the FFAST system. The summary shall include the following:

- a. A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
 - b. A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
 - c. An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
3. NATURAL RESOURCE PROJECTS INVENTORY (NRPI) SURVEY FORM. If available at the completion of this Project, the Grantee shall complete and submit electronically a NRPI Project Survey Form found at <http://www.ice.ucdavis.edu/nrpi>.
 4. DRAFT FINAL PROJECT REPORT. Prepare and submit to the Grant Manager, for review and comment, a Draft Final Project Report in a format provided by the Grant Manager
 5. FINAL PROJECT REPORT. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the Draft Final Project Report. Submit one (1) reproducible master and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
 6. FINAL PROJECT SUMMARY. Prepare a brief summary of the information contained in the Final Project Report, including before and after pictures, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 7. FINAL PROJECT INSPECTION AND CERTIFICATION. Upon completion of the Project, the Grantee shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be provided to the Grant Manager.
 8. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

H. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

I. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

J. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C
GENERAL TERMS & CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State Water Board.
4. **AUDIT:** The Grantee agrees the State Water Board, the Bureau of State Audits, the Governor of the State, the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Division of Financial Assistance (Division), at its option, may call for an audit of financial information relative to the Project, where the Deputy Director of the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the Division. The Grantee agrees to maintain such records for a possible audit for a minimum of thirty-five (35) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contract Code, § 10115 et seq.)
5. **BONDING:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. (Civ. Code, § 9550; Pub. Contract Code, § 7103.)
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement, or the useful life of the Project, whichever is longer.
7. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. **CONFLICT OF INTEREST:** The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by

reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

11. **DATA MANAGEMENT:** This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.
12. **DISPUTES:** The Grantee shall continue with its responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the State Water Board's Executive Director. The decision of the State Water Board's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
13. **ENVIRONMENTAL CLEARANCE (CEQA/NEPA/STREAMBED ALTERATION):**
 - a. No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the State Water Board has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the Division. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Proceeding with work subject to CEQA and/or NEPA without environmental clearance by the State Water Board shall constitute a breach of a material provision of this Agreement.
 - b. If this Project includes modification of a river or stream channel, it must fully mitigate environmental impacts resulting from the modification. The Grantee must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **GRANTEE'S RESPONSIBILITY FOR WORK:** The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by

the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** The State Water Board, the Bureau of State Audits, or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times during Project implementation and thereafter for the useful life of the Project to ascertain compliance with this Agreement and its goals. The Grantee acknowledges that the Project records and location are public records.
20. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:**
 - a. During the performance of this Agreement, the Grantee and its consultants and contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
 - b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
 - e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.
22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

23. NOTICE:

- a. The Grantee shall notify the State Water Board prior to conducting construction, monitoring, demonstration, or other implementation activities such that State Water Board and/or Regional Water Board staff may observe and document such activities.
- b. The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change.
- c. Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during implementation of the Project, the Grantee agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Deputy Director of the Division has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the Division.
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal or California Endangered Species Acts. Should a federal or state protected species be unexpectedly encountered during implementation of the Project, the Grantee agrees to promptly notify the Deputy Director of the Division. This notification is in addition to the Grantee's obligations under the federal or state Endangered Species Acts.
- e. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State Water Board's representatives.
- f. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
- g. The Grantee shall promptly notify the State Water Board in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.

24. OPERATIONS & MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Deputy Director of the Division. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

25. PERMITS, CONTRACTING, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, if any, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and

Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code, § 4477) www.echo.epa.gov. The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the California Department of Industrial Relations (DIR) or Grantee;
 - b. Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
 - d. Have not within a three (3)-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
26. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of DIR to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
27. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
28. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
 - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and,

- f. If a Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
29. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
30. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, audio and video recordings, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
31. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or, (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
32. SUPPLEMENTAL ENVIRONMENTAL PROJECTS: Grant Funds shall not be used for supplemental environmental projects required by Regional Water Boards.
33. STATE WATER BOARD ACTION, COSTS, AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.
34. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant

funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to/from the Grantee to the date of full repayment by the Grantee.

35. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
36. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
37. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
38. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
39. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
40. **VENUE:** The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
41. **WAIVER AND RIGHTS OF THE STATE WATER BOARD:** Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.
42. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml. The Grantee also agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in sections 863-865 of title 23 of the California Code of regulations. If applicable, the Grantee agrees to include a discussion of progress and compliance in its reports submitted pursuant to Exhibit B of this Agreement.
43. **WATER RIGHTS:** The Grantee acknowledges that its eligibility for this Grant award is conditioned on its compliance with Water Code section 5103(e), if applicable. The Grantee further certifies that it is not required to file a Statement of Diversion and Use pursuant to Water Code section 5101.
44. **WATERSHED MANAGEMENT PLAN CONSISTENCY:** The Grantee certifies that any watershed protection activity undertaken as part of this Project will be consistent with the applicable, adopted, local watershed management plans and the applicable Water Quality Control Plan (Basin Plan and/or Statewide) adopted by a Regional Water Board or the State Water Board, where such plans exist. Any such activity occurring in the San Gabriel and Los Angeles watersheds shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountain Conservancy and the Santa Monica Mountains Conservancy.
45. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D
SPECIAL CONDITIONS

Proposition 84 Stormwater Grant Program

1. The Grantee certifies that it is a local public agency (i.e., one of the following: a city, county, city and county, district, or a joint powers authority comprised entirely of local public agencies).
2. The Grantee certifies that this Project is intended to achieve one of the purposes set forth in Public Resources Code section 75050.2(a).
3. The Grantee certifies that any real property or interests in real property acquired for this Project shall be acquired from a willing seller.
4. The Grantee certifies that it is providing a match in the amount of at least 20% of the total Project cost.
5. The Grantee certifies that in no event will it complete this Project later than MARCH 31, 2017. It acknowledges that this condition is a material condition of this Agreement.



Tuesday, May 26, 2015
Regular Meeting – 6:00 p.m.
Council Chambers
6615 Passons Blvd.

ROLL CALL:

- Gregory Salcido, President
- David W. Armenta, Vice President
- Bob J. Archuleta, Commissioner
- Gustavo V. Camacho, Commissioner
- Brent A. Tercero, Commissioner

Next Resolution No. 15-17
Next Ordinance No. 15-01
Next Agreement No. 15-27

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

Any materials related to an item on the Agenda for open session submitted to the Water Authority after distribution of the agenda packet will be available for public inspection at City Hall (front counter), 6615 Passons Blvd., Pico Rivera, during normal business hours.

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

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

CONSENT CALENDAR ITEMS:

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

CONSENT CALENDAR:

1. Minutes:

- Water Authority meeting of May 12, 2015

Recommendation: Approve

2. Subrecipient Agreement between the Pico Rivera Water Authority and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority. (500)

Recommendation:

1. Authorize the President to enter into a Subrecipient Agreement between the Pico Rivera Water Authority (PRWA) and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for the United States Bureau of Reclamation – WaterSMART and Energy Efficiency Grant.

Agreement No. _____

3. Approval of Purchase Orders over \$30,000 for Public Works, Water Division Vendors – Fiscal Year 2014-15. (700)

Recommendation:

1. Authorize the Executive Director to approve Purchase Orders over \$30,000 for Fiscal Year 2014-15 for the following three vendors, S&J Supply Co., Inland Water Works, and National Meter & Automation.

LEGISLATION: None.

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS – THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED DURING THE MEETING OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera Water Authority, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin Board, Pico Rivera website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this the 21st day of May 2015.

Dated this 21st, day of May 2015



Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.



Tuesday, May 12, 2015

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

Authority President Salcido called the meeting to order at 6:00 p.m.

PRESENT: Commissioners Archuleta, Armenta, Camacho, Tercero, Salcido

ABSENT: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

1. Minutes:

- Approved Water Authority meeting of March 24, 2015

2. Water Rights Sublease Fiscal Year 2014-2015.

(500)

Recommendation:

1. Authorized the Executive Director to execute a Water Right Lease Agreement, in a form approved by the City Attorney, with San Gabriel Valley Water Company for the lease of 600 acre-ft. of water rights during the 2014-2015 Fiscal Year at a rate of \$160 per acre-ft.

Agreement No. 15-26

Motion by Vice Chairperson Armenta, seconded by Commissioner Archuleta to approve Consent Calendar Items 1 and 2. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Tercero, Salcido

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION: None.

Commissioner Tercero asked for an update on the drought.

Executive Director Bobadilla stated that the city has implemented a 16% water usage reduction as set forth by the state and will provide the Water Authority Commissioners with a more comprehensive analysis at a future date.

In regard to residents' usage of the drought incentive programs, Commissioner Tercero asked if staff could provide a comparison of how many cities are taking advantage of the incentive programs.

Public Works Director Enriquez stated that he would contact the Central Basin Municipal Water District to obtain that information.

2nd PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY RELATED BUSINESS:

None.

ADJOURNMENT:

Authority President Salcido adjourned the meeting at 6:47 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Tercero, Salcido
NOES: None

Gregory Salcido, President

ATTEST:

Anna M. Jerome, Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Water Authority special meeting dated May 12, 2015 and approved by the Water Authority on May 26, 2015.

Anna M. Jerome, Authority Secretary



To: President and Commissioners
From: Executive Director
Meeting Date: May 26, 2015
Subject: SUBRECIPIENT AGREEMENT BETWEEN THE PICO RIVERA WATER AUTHORITY AND THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT JOINT POWERS AUTHORITY

Recommendation:

Authorize the President to enter into a Subrecipient Agreement between the Pico Rivera Water Authority (PRWA) and the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority for the United States Bureau of Reclamation - WaterSMART and Energy Efficiency Grant that will reimburse the PRWA \$80,305 for a recently completed smart meter replacement project.

Fiscal Impacts: There is no fiscal impact as a result of the recommended action. The PRWA recently completed a smart meter replacement project at a total cost of \$205,371. The U.S. Bureau of Reclamation WaterSMART and Energy Efficiency Grant funds will reimburse the PRWA \$80,305 of the \$205,371 total project cost. The reimbursed funds will be available for reprogramming for other PRWA operations and/or projects.

Discussion:

The Agency is a member of the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority, otherwise known as the Gateway Water Management Authority (GWMA). GWMA is a coalition of 24 cities and 2 water agencies with participation from the Sanitation Districts of Los Angeles County that cooperatively work together to address water and stormwater related issues on a regional scale.

GWMA has been very successful in obtaining grants, receiving approximately \$17 million in grant funds in approximately 8 years. GWMA was recently awarded a \$1.0 million WaterSMART and Energy Efficiency Grant from the U.S. Bureau of Reclamation for a Regional Advanced Meter Infrastructure Program.

The grant provides funding for the replacement of approximately 400 residential meters with smart meters that have the capability to electronically collect and transmit water usage data. In addition to increased efficiency in meter reading operations, smart meters can provide more frequent readings to more accurately identify water leaks and water usage patterns in order to improve conservation efforts.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 5/26/15
SUBRECIPIENT AGREEMENT BETWEEN THE PICO RIVERA WATER AUTHORITY
AND THE LOS ANGELES GATEWAY REGION INTEGRATED WATER
MANAGEMENT JOINT POWERS AUTHORITY
Page 2 of 2

GWMA is the primary grant recipient and will serve as the grant administrator for the grant program. Pico Rivera is 1 of 9 member agencies that are subrecipients of the grant and is eligible to receive \$80,305 to implement a smart meter project with a PRWA share of \$125,066 (includes monetary and in-kind services). The other subrecipients are Bellflower, Downey, Lakewood, Norwalk, Signal Hill, South Gate, Vernon, and Whittier. Subrecipient Agreements have been prepared for each participant. The Subrecipient Agreement commits PRWA to the cost sharing and to comply with grant requirements.

PRWA recently completed its annual water meter replacement program for FY 2013/14 and FY 2014/15, where the City replaced 391 meters with smart meters. The aforementioned expenditures are eligible for reimbursement from the grant.



René Bobadilla

RB:JE:GD:lg

Enc.

- 1) Subrecipient Agreements for U.S. Bureau of Reclamation for a Regional Advanced Meter Infrastructure Program

AGREEMENT NO. _____

**SUBRECIPIENT AGREEMENT BETWEEN
THE PICO RIVERA WATER AUTHORITY AND THE LOS
ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY**

This Subrecipient Agreement (“Agreement”) is dated _____, 2015 (“Effective Date”) and is between the City of Pico Rivera Water Authority, a California public entity (“Subrecipient”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”).

RECITALS

A. GWMA has entered into that certain Grant Agreement dated September 24, 2014 (“Grant Agreement”) with the United States of America, acting through the Department of the Interior, Bureau of Reclamation (“Reclamation”), attached hereto as Exhibit “A” and incorporated herein as though set forth in full, by which GWMA will receive One Million Dollars (\$1,000,000.00) for the Gateway Regional Advanced Metering Infrastructure Project to assist the Cities of Lakewood, Vernon, Downey, South Gate, Signal Hill, Whittier, Pico Rivera, Norwalk, and Bellflower (“GWMA Members”) in improving regional water management practices by converting a total of 6,263 antiquated meters within their jurisdictions into “smart” meters with advanced reading technology capabilities (the “Project”).

B. The GWMA Members have come together to develop a region-wide water conservation program that will produce significant and measurable water savings through their collective implementation of the Project.

C. GWMA and Subrecipient desire to contract at a total cost of two hundred five thousand three hundred seventy-one Dollars (\$205,371.00) (“Funds”) to implement Subrecipient’s share of the Project by converting a total of 400 meters within its jurisdiction into smart meters with advanced reading technology capabilities.

D. Subrecipient understands and acknowledges that it is committing to installing a specific number of smart meters to meet a specific threshold for water usage reduction to comply with the Grant Agreement.

The parties therefore agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Implementation of Sub-Project. Subrecipient shall convert 400 meters (400 residential meters, 0 commercial/landscape meters and 0 industrial meters) within its jurisdiction into smart meters with advanced reading technology capabilities (the “Sub-Project”) in accordance with the Scope of Work and Milestones set forth in Section 5 of the Grant Agreement, attached hereto as Exhibit A. The parties, upon mutual written agreement, may amend the total number of meters required to be converted by Subrecipient during the term of this Agreement. Subrecipient shall immediately notify GWMA in the event Subrecipient realizes it may be unable to convert the total number of meters required under this Section 1.1 prior to the termination of this Agreement pursuant to Section 3.3.

1.2 Commitment to Cost-Share. Subrecipient shall invest a minimum of one hundred twenty five thousand sixty-six dollars (\$125,066) of its own funds, which constitutes at least 53% of the cost of the Sub-Project, to the Sub-Project, in accordance with the Grant Agreement. Subrecipient shall document and submit documentation reflecting the Subrecipient's internal costs and total Sub-Project costs to GWMA to demonstrate the Subrecipient's required cost share obligations under this Agreement prior to GWMA reimbursing the Subrecipient.

1.3 Use of Reclamation Funds. Subrecipient shall use the Funds solely for the purchase and installation of the smart meters and implement the Sub-Project pursuant to all of the terms and conditions of this Agreement and the applicable terms and conditions of the Grant Agreement. The Funds shall be used solely to reimburse the actual expenses incurred by Subrecipient to implement the Sub-Project.

1.4 Compliance with Grant Agreement. Subrecipient shall comply with all Recipient responsibilities of the Grant Agreement and shall perform its respective obligations under and in accordance with the Grant Agreement. In the event that Reclamation determines Subrecipient has breached its obligations under the Grant Agreement, Subrecipient will be solely responsible for complying with any Reclamation demands, determinations, fines or other such actions or penalties initiated by Reclamation because of the breach. No non-breaching GWMA Member, non-participating GWMA Member, or GWMA as a whole shall be in any way responsible for satisfying any Reclamation demands made in response to a breach of the Grant Agreement by Subrecipient. If Subrecipient is found in breach of the Grant Agreement, it shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement, including those obligations under Section 1.1.

1.5 Compliance with Law. Subrecipient shall perform the Sub-Project as detailed under Section 1.1 of this Agreement in accordance with all ordinances, resolutions, statutes, rules and regulations of any federal, state or local government agency having jurisdiction at the time of performance.

2. DISBURSEMENT OF FUNDS

2.1 Maximum Amount of Funds. Upon compliance with the requirements set forth in this Agreement, GWMA shall reimburse Subrecipient an amount not to exceed eighty thousand three hundred five Dollars (\$80,305.00), which shall constitute GWMA's full obligation to Subrecipient, unless GWMA receives additional funds from Reclamation for the completion of the Sub-Project or unless GWMA opts to shift funds currently allocated under the Grant Agreement from other GWMA Members sub-projects identified in the Grant Agreement to the Sub-Project. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services Subrecipient shall provide. If the funds are insufficient to complete the Sub-Project, Subrecipient shall secure and provide such additional non-Grant funds necessary to complete the Sub-Project. Reimbursement, if any, by GWMA is conditioned upon receipt of such funds by GWMA from Reclamation and obtaining all required approvals from Reclamation, including environmental clearances. If Reclamation funds are not forthcoming from Reclamation for any reason, GWMA shall not have any obligation to reimburse Subrecipient through any other source of GWMA funds.

2.2 Cost Overruns. At no time shall GWMA or a non-participating GWMA Member be liable for any cost associated with the Project, including the Sub-Project. In the event that Reclamation funds are not forthcoming from Reclamation for any reason, or if the Funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way, the GWMA Members that are not named as the Subrecipient under this Agreement shall not be held liable for any costs. Subrecipient shall be solely responsible for any costs associated with the Sub-Project in the event that Reclamation funds are not forthcoming for any reason, or in the event that the funds allocated to Subrecipient are insufficient to cover costs for the Sub-Project in any way.

2.3 Method of Payment. GWMA shall make reimbursements to Subrecipient upon Subrecipient's submittal of, and GWMA's approval of: (i) a detailed invoice of completed work or fulfilled purchases; and (ii) the performance and financial reports required by the Grant Agreement. Subrecipient may submit reimbursement requests to GWMA on a quarterly basis in January, April, July or September in each year for the term of this Agreement. GWMA shall not make the last reimbursement payment to Subrecipient until Subrecipient has show it has installed all smart meters as set forth in Section 1.1 of this Agreement. To the extent the Funds actually have been received from Reclamation, GWMA shall pay Subrecipient for all expenses stated on the invoice, which are approved by GWMA pursuant to this Agreement no later than two (2) weeks after receipt of payment from Reclamation, provided the performance and financial reports are also timely submitted and approved.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Subrecipient shall commence, prosecute and complete the Sub-Project as detailed under Section 1.1 of this Agreement within the time periods established in Section 4 of the Grant Agreement, unless extensions of such time periods have been approved in writing by GWMA. The Sub-Project must be completed and all Funds must be distributed no later than December 31, 2017, as required by Section 4 of the Grant Agreement. Notwithstanding any provisions in this Agreement to the contrary, any Funds not distributed by December 31, 2017, are subject to lapse.

3.3 Term. This Agreement shall commence on the Effective Date and shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 7.2: (i) the entirety of the Sub-Project has been completed, (ii) all audits and reports have been submitted by Subrecipient to GWMA pursuant to the Grant Agreement and Reclamation requirements and (iii) Reclamation has released final disbursement to GWMA and Subrecipient has received final disbursement of Funds from GWMA pursuant to this Agreement; or by December 31, 2017, whichever event occurs first. In the event that the December 31, 2017 deadline is extended pursuant to any agreement between Reclamation and GWMA, the new deadline shall take the place of "December 31, 2017" in the preceding sentence.

3.4 Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall transfer to GWMA: (i) any and all Funds on hand that

Subrecipient is not already obligated to pay to others for the Sub-Project; and (ii) any accounts receivable attributable to the use of the Funds that Subrecipient is not already obligated to pay to others for the Sub-Project.

4. COORDINATION OF WORK

4.1 Subrecipient Representative. The Subrecipient Representative for Subrecipient shall be the Executive Director of Subrecipient or such person as may be designated by the Executive Director of Subrecipient in writing. GWMA shall refer any decisions that must be made by Subrecipient to the Subrecipient Representative. Any approval by Subrecipient required under this Agreement shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative informs GWMA that the decision must be made by the City of Pico Rivera Water Authority Commission.

4.2 GWMA Representative. The GWMA Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be Subrecipient's responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Sub-Project and Subrecipient shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Subrecipient that the decision must be made by the Board of Directors.

4.3 Independent Contractor. Subrecipient is, and shall at all times remain as to GWMA and to all GWMA Members not named as subrecipients under this Agreement, a wholly independent contractor. Subrecipient shall have no power to incur any debt, obligation or liability on behalf of GWMA or on behalf of any GWMA Member not named as a subrecipient under this Agreement. Neither GWMA nor any of its agents shall have control over the conduct of Subrecipient or any of Subrecipient's employees, except as set forth in this Agreement. Subrecipient shall fully comply with the worker's compensation laws regarding the Subrecipient and Subrecipient's employees. Subrecipient shall indemnify and hold GWMA and all GWMA Members not named as subrecipients under this Agreement harmless from any failure of Subrecipient to comply with applicable workers compensation laws.

5. MANDATORY LIABILITY COVERAGE

5.1 General Liability Coverage. Subrecipient shall obtain, at its sole cost and keep in full force and effect during the term of this Agreement, commercial general liability coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

5.2 Memorandum of Coverage. Subrecipient shall file with GWMA upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority that shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days' written notice to GWMA prior to the effective date of such cancellation, or change in coverage.

5.3 Additional Insurance Requirements. The general liability coverage shall provide (i) that the coverage shall extend to GWMA, and each of its officers, agency, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

5.4 Coverage Requirements. Subrecipient shall require each consultant or contractor retained by Subrecipient to implement the Sub-Projects to obtain liability coverage at least as comprehensive as required under Sections 5.1-5.3 of this Agreement and shall require GWMA and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Subrecipient shall also require each consultant and contractor to obtain workers' compensation coverage at not less than the minimum required under California law.

6. RECORDS AND REPORTS

6.1 Reports. Subrecipient shall prepare and submit detailed invoices regarding the Sub-Project to GWMA on a quarterly basis. Subrecipient shall prepare and submit performance and financial reports to GWMA as required under the Grant Agreement. GWMA shall prepare and submit regional progress and financial reports to Reclamation to fulfill the GWMA's reporting obligations under the Grant Agreement. Subrecipient shall comply with all other reporting requirements required of subrecipients and subgrantees under the Grant Agreement, including, if applicable, the reporting requirement specified in Section 19.1.c. of the Grant Agreement.

7. ENFORCEMENT OF CONTRACT

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Termination. GWMA may terminate this Agreement if GWMA receives notice from Reclamation that the Grant Agreement has been terminated by giving thirty (30) days' notice to Subrecipient. GWMA shall reimburse Subrecipient for all costs incurred prior to the termination date in accordance with the Grant Agreement.

7.3 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.5 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.6 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

8. INDEMNIFICATION

8.1 Indemnification. Neither GWMA nor any officer or employee thereof, nor any member of GWMA that is not named as a subrecipient in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Subrecipient, its officers, agents, employees, contractors and subcontractors under this Agreement. Subrecipient shall fully indemnify, defend and hold GWMA harmless from and against any liability and expenses, including defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees, and any claims for damages of any nature whatsoever arising out of this Agreement, including: (i) misuse of the Funds by Subrecipient or its officers, agents, employees, contractors or subcontractors; (ii) breach of Subrecipient's obligations under this Agreement; or (iii) any act or omission of Subrecipient or its officers, agents, employees, contractors or subcontractors in the performance and implementation of the Sub-Project under this Agreement. In all cases, the provisions of this section do not apply to damage, liability, indemnification, defense or hold harmless claims to the extent occurring as a result of GWMA's actions, negligence or willful acts or omissions, or occurring as a result of GWMA's sole actions, negligence or willful acts or misconduct.

9. MISCELLANEOUS PROVISIONS

9.1 Federal Requirements

(a) Subrecipient shall comply with 43 CFR § 18, New Restrictions on Lobbying, including the certification set forth in Section 15 of the Grant Agreement.

(b) Subrecipient shall comply with Reclamation's requirements and regulations pertaining to (1) patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Agreement and (2) copyrights and rights in data.

(c) GWMA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to

by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.6 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and non shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.8 Exhibits; Precedence. Exhibit A is incorporated into this Agreement by this reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail, except that all federal grant fund requirements contained in Exhibit A shall prevail over the provisions of this Agreement.

9.9 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The parties are signing this Agreement on the date stated in the introductory clause.

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

Pico Rivera Water Authority,
a California public entity

By: _____
Name: _____
Title: _____

By: _____
Name: Gregory Salcido
Title: President

EXHIBIT A
GRANT AGREEMENT
(Attached)

7-2279 (01-2014)
Bureau of Reclamation

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R14AP00081		1B. MOD NUMBER		2. TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Special District Government	
4. ISSUING OFFICE Bureau of Reclamation Financial Assistance Services 84-27852 P.O. Box 25007, Denver Federal Center Denver CO 80225				5. RECIPIENT Gateway Water Management Authority 16401 Paramount Blvd. Paramount, CA 90723			
		EIN #:		951918226		County: Los Angeles	
		DUNS #:		832011865		Congress. Dist: CA-34	
6. GRANTS MANAGEMENT SPECIALIST Michael Dieterich Bureau of Reclamation Financial Assistance Services 84-27852 P.O. Box 25007, Denver Federal Center Denver, CO 80225 (303)445-2484 mdieterich@usbr.gov				7. RECIPIENT PROJECT MANAGER Ms. Grace Kast, Executive Director Gateway Water Management Authority 16401 Paramount Blvd. Paramount, CA 90723 562-663-6850 Gracekast.gateway@gmail.com			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Debra Whitney, Water Conservation Specialist 27708 Jefferson Ave., Suite 202 Temecula, CA 92590 951-695-5310 dwhitney@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See block 17a below		9B. MODIFICATION EFFECTIVE DATE:	
				10. COMPLETION DATE December 31, 2017			
11A. PROGRAM STATUTORY AUTHORITY P.L. 111-11 Section 9504(a) Water Management Improvement						11B. CFDA Number 15.507	
12. FUNDING INFORMATION		<u>RECIPIENT/OTHER</u>		<u>RECLAMATION</u>		13. REQUISITION NUMBER 0020055189	
Total Estimated Amount of Agreement		\$1,129,402		\$1,000,000.00		14A. ACCOUNTING AND APPROPRIATION DATA 14X0680A1 RY.30180006.GWMCA40	
This Obligation		\$1,129,402		\$499,000.00			
Previous Obligation		\$0.00		\$0.00			
Total Obligation		\$1,129,402		\$499,000.00		14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680	
Cost-Share %		53%		47%			
15. PROJECT TITLE Regional Advanced Meter Infrastructure Program							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: <u>Grace Kast</u> DATE: <u>9-18-04</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: <u>[Signature]</u> DATE: <u>9/24/14</u>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER <u>Grace J. Kast</u> <u>Executive Officer</u> <u>6264850338</u> <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Wilson Orvis			

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**Grant Agreement
Between
Bureau of Reclamation
And
Gateway Water Management Authority
For
Regional Advanced Meter Infrastructure Program**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and Gateway Water Management Authority hereinafter referred to as the “Recipient” or “Grantee,” pursuant to P.L. 111-11 Section 9504 Water Management Improvement. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT.

(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS.—

(1) **AUTHORITY OF SECRETARY.**—The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement—

(A) to conserve water;

(B) to increase water use efficiency;

(C) to facilitate water markets;

(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;

(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;

(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);

(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or

- (H) to carry out any other activity—
 - (i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or
 - (ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The Gateway Regional Water Management Authority (GWMA) Gateway Regional Advanced Metering Infrastructure Project (Gateway Regional AMI) will assist the Gateway Regional cities and water district members improve regional water management practices by converting a total of 6,263 antiquated meters into "smart" meters with advanced reading technology capabilities. GWMA members have come together to develop a region-wide water conservation program that will produce significant and measurable water savings through the implementation of this project.

The Cities and water districts share water resource; have common water quality; and share demographic similarities. These common traits provide a unique opportunity to jointly find common, integrated, and coordinated solutions to water conservation and water management planning. The Gateway Regional AMI also provides a secondary benefit, that of supporting a regional approach to water conservation and encourages further cooperation between agencies and consumers in achieving their individual water conservation goals, an objective that is strongly emphasized by local and state agencies. This proposed project presents the opportunity for a large "conservation footprint" within the GWMA service area, in the Southeastern area of Los Angeles County serving more than 2 million people.

3. BACKGROUND AND OBJECTIVES

The Gateway Region is located in Southeast Los Angeles County, an area that includes a large expanse of flax land located around the lower reaches of the Los Angeles River and San Gabriel River watersheds. There are currently 26 signatories to the Gateway Region. The Gateway Regional Advanced Metering Infrastructure Project will encompass the Gateway Cities in Southern California. The Gateway Water Management Authority is comprised of 24 cities and 2 government entities responsible for regional water planning needs of 2 million people in the Gateway Cities Region. Distinctive hydrogeological, topographic, demographic and political elements bring the Gateway Authority together as a cohesive interdependent self-governing body.

The Gateway Regional Water Management Authority (GWMA) Gateway Regional Advanced Metering Infrastructure Project (Gateway Regional AMI) will include 5,516 residential accounts, 730 commercial/landscape accounts, and 17 industrial accounts. In the GWMA Region, over 90% of the meters are more than a decade old, have surpassed their expected project life, and have diminished operational efficiency. This operational inefficiency leads to undetected leaks and unaccounted for water usage and losses, thereby resulting in higher costs for both the Region

and its water customers. It is estimated that over 95% of the Regional water losses are due to unpreventable water leaks. The Gateway Regional AMI project will help mitigate these losses in a timely and efficient manner with 24/7 monitoring and alert capabilities. This capability will result in conservation of the Region's precious water resources.

The Gateway Regional Cities and water district customers will also benefit from AMI technology by having reliable, secure, and real time access to their water usage data through a specially designed AMI customer portal. This is especially helpful for large commercial and landscape clients who tend to have higher usage. The level of monitoring provided through the implementation of this project will enable customers to adjust water usage during peak times.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$1,000,000.00, of which the initial amount of federal funds available is limited to \$499,000.00 as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

The project will result in 2,652 acre feet of conserved water. Objectives and tasks to be completed under this agreement will include the following;

The Gateway Region, via the implementation of the Gateway Regional AMI, will improve regional water management practices by converting 6,263 antiquated meters into "smart" meters with advanced reading technology capabilities within the Gateway Region. The Gateway Region service area is located in Southeastern Los Angeles County, servicing over 2 million water consumers. The Project's critical goal is to expand, protect and conserve local water resources. This Project will include installation of 6,263 smart meters which are broken down as follows: 5,516 residential accounts, 730 commercial/landscape account 17 industrial accounts. Although the commercial/industrial and landscape clients represent a smaller number of overall meters installed, it is important to note that these clients are

much larger water users, and often exceed their current monthly water usage allotment, and therefore will benefit the most from having access to computerized data that will allow them to monitor their own water usage.

The Gateway Region will utilize funds to purchase and complete the meter infrastructure project. Once AMI installation is completed, the Gateway Cities will install all necessary software and work with the vendor to develop 24/7 real time computer access for both staff and water customers.

Several tasks, listed below, are defined to accomplish the Project Work and organized to track with Budget and Schedule items. It is anticipated that direct installations will begin in January 2015 with an estimated completion date of December 2017.

Task 1: Administration

Activities include coordination of all Project activities, coordination of all Project activities, including budget, schedule, communication, and grant and cost-share administration (preparation of invoices and maintenance of financial records).

Deliverables: Preparation of invoices and other deliverables as required.

Task 2: Environmental Documentation

The Gateway Regional AMI project is categorically exempt and will simply install meters and install data collection towers in existing meter boxes and vaults and City owned property. As a result the Gateway Region does not anticipate environmental impacts associated with the proposed AMI project. That said, an environmental assessment satisfying Federal requirements (NEPA), associated with Federal contracting/grant agreements will be completed.

Deliverables: Confirm completed and approved environmental documentation

Task 3: Permitting

The Gateway Region does not anticipate that permits will be required for the Gateway Regional AMI Project. This is due to the fact that all meters will be installed in the place of existing water meters. Control towers will be installed on City-owned property and will therefore not require advanced permits or specialty approvals. All project-related approvals will be handled by City staff and will be executed in a timely and efficient manner.

Deliverables: Appropriate permitting and approvals will be obtained.

Task 4: Installation

This involves the installing of all Project works, which includes a total of 6,263 residential and commercial meters. This work will be performed by the Gateway Region employees, but in some cases, the Gateway Region may use contractors.

<u>Task #</u>	<u>Milestone</u>	<u>Timeframe</u>
<u>1</u>	<u>Administration</u>	<u>Oct 1, 2014 – December 31, 2017</u>
<u>2</u>	<u>Environmental Documentation</u>	<u>Complete by March 2015</u>
<u>3</u>	<u>Permitting</u>	<u>Complete by March 2015</u>
<u>4</u>	<u>Installation</u>	<u>March 2015 – December 2017</u>

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of

the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

Budget Line-Item Description	Price / Unit	Unit	Quantity	Total Cost
SALARIES AND WAGES				\$401,221.68
Water Utility Worker (Rep 1)	\$24.51	Hours	5460	\$133,824.60
Water Utility Worker (Rep 2)	\$29.77	Hours	5460	\$162,544.20
Associate Engineer	\$40.90	Hours	2440	\$99,796.00
Administration				
General Manager (Rep 1)	\$83.02	Hours	6	\$498.12
General Manager (Rep 2)	\$56.98	Hours	18	\$1,025.64
Administrative Assistant	\$23.46	Hours	12	\$281.52
Reporting				
General Manager (Rep 1)	\$83.02	Hours	6	\$498.12
General Manager (Rep 2)	\$56.98	Hours	18	\$1,025.64
Administrative Assistant	\$23.46	Hours	48	\$1,126.08
Environmental Documentation				
General Manager (Rep 1)	\$83.02	Hours	2	\$166.04
General Manager (Rep 2)	\$56.98	Hours	6	\$341.88
Administrative Assistant	\$23.46	Hours	4	\$93.84
FRINGE BENEFITS				\$125,534.08
Water Utility Worker	30%	% of wages	\$296,368.80	\$88,910.64
Associate Engineer	35%	% of wages	\$99,796.00	\$34,928.60
General Manager	35%	% of wages	\$3,555.44	\$1,244.40
Administrative Assistant	30%	% of wages	\$1,501.44	\$450.43
TRAVEL				\$0.00
N/A	\$0.56	miles		\$0.00
EQUIPMENT				\$76,986.00
Utility Truck w/Hoist - Average (Working)	\$12.09	Hours	5,460	\$66,011.40
Utility Truck w/Hoist - Average (Standby)	\$2.01	Hours	5,460	\$10,974.60
SUPPLIES/MATERIALS				\$1,465,660.81
Meter - 5/8 X 3/4-inch	\$165.55	ea	4765	\$788,845.75
Meter - 1-inch	\$198.72	ea	751	\$149,238.72
Meter - 1 1/2-inch	\$352.20	ea	200	\$70,440.00
Meter - 2-inch	\$475.21	ea	433	\$205,765.93
Meter - 3-inch	\$946.33	ea	48	\$45,423.84
Meter - 4-inch	\$1,340.57	ea	49	\$65,687.93

Meter - 6-inch	\$2,400.09	ea	16	\$38,401.44
Meter - 8-inch	\$3,246.00	ea	1	\$3,246.00
External Plate Strainer - 6-inch	\$700.70	ea	16	\$11,211.20
External Plate Strainer - 8-inch	\$1,450.00	ea	1	\$1,450.00
Software	\$8,550.00	ea	9	\$76,950.00
Computer	\$1,000.00	ea	9	\$9,000.00
CONTRACTUAL				\$60,000.00
Consultant	\$60,000	LS - NTE	1	\$60,000.00
OTHER				
N/A				
TOTAL DIRECT COSTS				\$2,129,402.57
INDIRECT COSTS				
0%				
TOTAL ESTIMATED PROJECT COST				\$2,129,402.57

FUNDING SOURCES	% TOTAL PROJECT COST	Total Cost by Source
Recipient Funding	53%	\$1,129,402.57
Other Non-Federal Funding	0%	\$0.00
Reclamation Funding	47%	\$1,000,000.00
Other Federal Funding	0%	\$0.00
TOTALS	100%	\$2,129,402.57

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after January 1, 2014, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs (2 CFR Part §225)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following Office of Management and Budget (OMB) Circular, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Part 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments”

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final report.

7.5 Changes (43 CFR §12.70)

(a) *General.* Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) *Relation to cost principles.* The applicable cost principles (see 43 §12.62) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and subgrants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) *Construction projects.* Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.

(d) *Programmatic changes.* Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under nonconstruction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award, *unless included in the initial funding proposal.* This approval requirement is in addition to the approval requirements of 43 §12.76 but does not apply to the procurement of equipment, supplies, and general support services.

(e) *Additional prior approval requirements.* The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) *Requesting prior approval.*

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §12.62) may be made by letter.

(3) A request by a subgrantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the subgrantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the subgrantee's request.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 43 CFR 12.83.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Ms. Grace Kast, Executive Director
Gateway Water Management Authority

16401 Paramount Blvd.
Paramount, CA 90723

562-663-6850
Gracekast.gateway@gmail.com

Changes to Key Personnel require compliance with 43 CFR 12.70(d)(3).

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Wilson Orvis
Bureau of Reclamation
Financial Assistance Services 84-27852
P.O. Box 25007, Denver Federal Center
Denver, CO 80225
(303)445-2444
worvis@usbr.gov

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Debra Whitney, Water Conservation Specialist

27708 Jefferson Ave., Suite 202
Temecula, CA 92590

951-695-5310
dwhitney@usbr.gov

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
 - (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
 - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
 - (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;
- (b) The GOTR does not have the authority to and may not issue any technical assistance which:
- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
 - (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
 - (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Michael Dieterich
Financial Assistance Services 84-27852
P.O. Box 25007, Denver Federal Center
Denver, CO 80225
(303)445-2484
mdieterich@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material non-compliance with the terms and conditions of the award. Non compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 43 CFR §12.83.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (43 CFR §12.80)

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.*

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	Summary of activities completed during the entire period of performance is required. See

		content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date*	For Quarterly & Semi-Annual Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2014.	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Entire period of performance
Due Date*	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30 September 30	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending September 30, 2014.	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate

environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

11. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

12. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

13. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

14. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

(a) IN GENERAL.—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) TORT CLAIMS ACT.—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

II. RECLAMATION STANDARD TERMS AND CONDITIONS - STATES, LOCAL GOVERNMENTS, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

1. REGULATIONS

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this Agreement. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

1.1 Colleges and Universities that are Recipients or sub-recipients shall use the following:

2 CFR Parts 215 and 220 (Circular A 21), “Cost Principles for Educational Institutions”

Circular A 110, as amended September 30, 1999, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, “Audits of States, Local Governments, and Non-Profit Organizations”

1.2 State, Local and Tribal Governments that are Recipients or sub-recipients shall use the following:

2 CFR Part 225 (Circular A 87), “Cost Principles for State, Local, and Indian Tribal Governments”

Circular A 102, as amended August 29, 1997, “Grants and Cooperative Agreements with State and Local Governments” (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12, Subpart C)

Circular A-133, revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations”

1.3 Nonprofit Organizations that are Recipients or sub-recipients shall use the following:

2 CFR Part 230 (Circular A 122), “Cost Principles for Non-Profit Organizations”

Circular A 110, as amended September 30, 1999, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, “Audits of States, Local Governments, and Non-Profit Organizations”

1.4 Organizations other than those indicated above that are Recipients or sub-recipients shall use the basic principles of OMB Circular A-110 (Codification by Department of Interior, 43 CFR 12, Subpart F), and cost principles shall be in accordance with 48 CFR Subpart 31.2.

1.5 43 CFR 12.77 sets forth further regulations that govern the award and administration of subawards by State governments.

2. PAYMENT

2.1 Payment Standards. (43 CFR §12.61)

(a) *Scope.* This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to subgrantees and contractors.

(b) *Basic standard.* Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) *Advances.* Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

(d) *Reimbursement.* Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee's actual rate of disbursement.

(e) *Working capital advances.* If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

(f) *Effect of program income, refunds, and audit recoveries on payment.*

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) *Withholding payments.*

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions, or

(ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §12.83(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) *Cash depositories.*

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State Agreement.

(i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

(ii)

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

3. PROCUREMENT STANDARDS (43 CFR §12.76)

(a) *States*. When procuring property and services under a grant, a state will follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards*.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §12.76. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,

(vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed* —(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid,

conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §12.76(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

- (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §12.62). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a

self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold.)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. EQUIPMENT (43 CFR §12.72)

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

(c) *Use.*

(1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §12.65(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- (3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided Federally-owned equipment:

- (1) Title will remain vested in the Federal Government.
- (2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- (3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 12.72(e).
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

5. SUPPLIES (43 CFR §12.73)

(a) *Title.* Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other Federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT (31 U.S.C. 7501-7507)

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §__.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

8. ENFORCEMENT (43 CFR §12.83)

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (2 CFR 29.5.12 and 2 CFR 1400, Subpart C).

9. TERMINATION FOR CONVENIENCE (43 CFR §12.84)

Except as provided in 43 CFR §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency

determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through

the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

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

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

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who

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

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).
- (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property

- (d) **Review of Land Acquisition Appraisals.** Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, ‘‘Audits of States, Local Governments, and Non-Profit Organizations’’).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

- a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings
at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you

must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions*. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by

- section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
 - (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).



To: President and Commissioners
From: Executive Director
Meeting Date: May 26, 2015
Subject: APPROVAL OF PURCHASE ORDERS OVER \$30,000 FOR PUBLIC WORKS, WATER DIVISION VENDORS – FISCAL YEAR 2014-15

Recommendation:

Authorize the Executive Director to approve Purchase Orders over \$30,000 for Fiscal Year 2014-15 for the following three vendors; S&J Supply Co., Inland Water Works, and National Meter & Automation.

Fiscal Impact:

There is no fiscal impact as a result of the recommended action. There remains sufficient funds in the Fiscal Year 2014-15 Budget to cover the cost of the recommended Purchase Orders.

Discussion:

Vendors are awarded purchase orders annually based on the need and use of their services. Some vendors, such as S&J Supply Co., Inland Water Works and National Meter & Automation, are based on as-needed materials for the year. These vendors provide specialty water materials, tools and supplies that are needed for the maintenance of the city's water infrastructure. National Meter & Automation is the only vendor that carries the brand and model of the water meters used by the city.

Purchases from these three vendors will exceed the \$30,000 purchase limit requiring City Council approval. To be in compliance with the purchasing policy, and to be able make the necessary purchases for the remainder of the fiscal year, staff is requesting that the City Council authorize the City Manager to approve the following Purchase Orders (PO):

- S&J Supply Co. increase PO to \$60,000
- Inland Water Works increase PO to \$60,000
- National Meter & Automation increase PO to \$80,000

Funding for the Purchase Orders is available within the FY 2014-15 Water Authority Operating Budget as previously approved.

A handwritten signature in cursive script, appearing to read "René Bobadilla".

René Bobadilla

RB:JE:MPC:lg