ROLL CALL:
Mayor/Chairman/President:
Brent A. Tercero
Mayor Pro Tempore/Vice Chairman/Vice President:
Gustavo V. Camacho
Councilmembers/Directors/Commissioners:
Raul Elias
Gregory Salcido
Vacant

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

CLOSED SESSION(S):

a.  CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(d)(4)
   One matter

b.  PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Pursuant to Government Code Section 54957
   Position: City Manager

COMMISSIONERS SCHEDULED TO BE PRESENT:
Tommy Elisaaldez, Planning Commission
Mike Lay, Parks and Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:
  • Cathy Swanson - Purolite

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

****************************************************************************************************

*Commissioners receive a $30.00 stipend per each meeting held and attended.
In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk’s office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged (within 24 to 48 hours’ notice).

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.

City Council:

1. Minutes:
   • City Council meeting of November 12, 2019
     Recommendation: Approve
   • Parks & Recreation meeting of October 10, 2019
     Recommendation: Receive and file

2. 8th Warrant Register of the 2019-2020 Fiscal Year. (700)
   Check Numbers: 284004-284061; 284062-284105; 284109-284175; 284176-
   284181
   Special Check Numbers: 284002-284003
   Recommendation: Approve

3. Approve California Choice Energy Authority to Enter into a Long-Term Renewable Energy Contract with Tehachapi Plains Wind, LLC on Behalf of Pico Rivera Innovative Municipal Energy. (500)
   Recommendation:
   1. Approve California Choice Energy Authority (CalChoice) to enter into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy (PRIME).

   Agreement No. _________
4. **Approval of Washington Boulevard Light Rail Transit Coalition Memorandum of Understanding for Eastside Gold Line Phase II Extension.**

   **Recommendation:** (500)
   1. Authorize the City Manager to sign the Washington Boulevard Light Rail Transit Coalition (Washington Boulevard Coalition) Memorandum of Understanding, in a form acceptable to the City Attorney, in substantial conformance to the attached Memorandum of Understanding; and
   2. Appoint two members of the City Council, one primary and one alternate, to serve on the governing board of the Washington Boulevard Coalition.

5. **I-605 Hot Spots Intersection Improvement Projects—Amendments to Funding Agreements with Los Angeles County Metropolitan Transportation Authority.**

   **Recommendation:** (500)
   1. Authorize the City Manager to execute amendments to the funding agreements with Los Angeles County Metropolitan Transportation Authority (Metro) for the I-605 Hot Spots Intersection Projects – CIP Nos. 21277 and 21278.

   Agreement No. ________

6. **Award Contract for Tree Maintenance Services.**

   **Recommendation:** (500)
   1. Award a maintenance service contract in the amount of $859,795 to West Coast Arborists, Inc. for Tree Maintenance Services for a term of three (3) years with two (2) one-year options to extend the contract to complete a five (5) year pruning cycle; and
   2. Authorize the Mayor to execute a contract in a form approved by the City Attorney and any future amendments to exercise the extension options at the annual cost of $287,000.

   Agreement No. ________

7. **Approve Amendment No. 1 to Professional Services Agreement No. 17-1787 with Kaizen Infosource, LLC for Records and Technology System Services.**

   **Recommendation:** (500)
   1. Approve Amendment No. 1 to Professional Services Agreement No. 17-1787 with Kaizen Infosource, LLC for records and technology system services in an amount not-to-exceed $30,000 in a given fiscal year.

   Agreement No. 17-1787-1

8. **Annual Sidewalk Improvement Project (CIP No. 50001) – Reject all Bids and Re-Advertise Construction.**

   **Recommendation:** (500)
   1. Reject all bids for the Annual Sidewalk Improvement Project, CIP No. 50001; and
   2. Authorize the City Clerk to re-advertise the Notice Inviting Bids.
**Recommendation:**  
1. Receive and file.

**Water Authority:**

10. **Minutes:**  
- Water Authority meeting of August 27, 2019  
**Recommendation:** Approve

11. **Award Professional Services Agreement for Design and Construction Support Services – Plant No. 3 Electrical Panel Improvements – (CIP No. 50027).** *(500)*  
**Recommendation:**  
1. Award a Professional Services Agreement to Yao Engineering, Inc. to provide design and construction support services for the Electrical Panel Improvements at Plant No. 3 (CIP No. 50027) for an amount not-to-exceed $48,032 and authorize the President to execute an agreement in a form approved by the City Attorney; and  
2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $48,032 in Water Authority Funds to Account No. 550.70.7340-54500-50027.

Agreement No. _________

12. **Approve Purchase of Hoosan T4F Trailer Mounted Generator (CIP No. 50028).** *(700)*  
**Recommendation:**  
1. Authorize the purchase of an Emergency Power Generator in the amount of $156,673 from Volvo Construction Equipment and Services using Sourcewell (previously known as National Joint Powers Alliance) Contract No. 052015; and  
2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $156,673 in Water Authority Funds to Account No. 550.70.7340-54500-50028.

**REGULAR AGENDA:**

City Council:

13. **Consideration of an Urgency Ordinance Adopting the Tenant Protection Act of 2019.** *(900)*  
**Recommendation:**  
1. Approve by 4/5 vote the attached urgency ordinance adopting the Tenant Protection Act of 2019 relating to the prohibition of no-fault terminations of tenancy and evictions, and limiting rent increases for residential real property through December 31, 2019.
14. **Official Results of November 5, 2019 – Special Municipal Election in the City of Pico Rivera.**

**Recommendation:**

1. Approve resolution reciting the fact of the Special Municipal Election held on Tuesday, November 5, 2019, declaring the result and such other matters as provided by law; and

2. Receive and file Exhibit “A” Certificate of Canvass and Statement of Votes Cast as provided by the Los Angeles County Registrar-Recorder/County Clerk.

**Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2019, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

15. **Administration of the Oath of Office to Newly Elected City Council Member.**

16. **City Council Reorganization.**
   a. City Clerk calls for nominations for the Office of Mayor of Pico Rivera.
   b. Mayor calls for nominations for the Office of Mayor Pro Tempore of Pico Rivera.
   c. Comments from Mayor.
   d. Comments from Mayor Pro Tempore.
   e. Comments from City Council Members.

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

**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 www.pico-rivera.org, Pico Rivera Post Office and Parks: Smith, Pico and Rivera which are available for the public to view on this 6th, day of December 2019.

Dated this 6th, day of December 2019

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

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

PRESENT: Camacho, Elias, Salcido, Tercero
ABSENT: None

COMMISSIONERS PRESENT:
Paul Gomez, Planning Commission
Pat Saucedo, Parks and Recreation Commission

INVOCATION: Delivered by Councilmember Elias
PLEDGE OF ALLEGIANCE: Led by Boy Scout Troop 115 St. Hilary Catholic School

SPECIAL PRESENTATIONS: None

PUBLIC COMMENTS:
The following speakers addressed the City Council to speak in favor of rent control:
- Anthony Mercado
- Alondra Vasquez
- Claudia Blauser
- Diego Rubalcava

Jose Sanchez and Rose Glover:
- Addressed the City Council to acknowledge City staff for their assistance in seeking a resolution to the thumping and shock damage on Rosemead Boulevard and mentioned that 18-wheeler trucks may be carrying overloads.

Dr. Erin Lopez:
- Addressed the City Council regarding the 2020 Census and the collaboration with the City, El Rancho Unified School District and the business community.

Julian Balderas, Pico Rivera Chamber of Commerce:
- Addressed the City Council regarding Item No. 6, Memorandum of Understanding with the Chamber of Commerce and spoke of the continued collaboration with the City and the business community.
Sophia Lugo, El Rancho High School Student:
- Addressed the City Council regarding the upcoming academic decathlon in Sacramento and seeking financial support.

Imam Malik Tariq Mahmood:
- Addressed the City Council to invite residents to attend Islamic teachings at the County library the last Saturday of the month.

Lauren Talbott, Pico Rivera Community Library Manager:
- Addressed the City Council regarding upcoming library programs and events for the month of November.

In regard to the speakers’ concern with rent control, Councilmember Elias suggested that the City consider an Urgency Ordinance. Mayor Tercero asked staff to research rent control measures and bring the findings to City Council at the next City Council meeting.

In response to other speakers’ comments, Mayor Tercero added that the City is currently working on an infrastructure survey and is glad to see the collaboration taking place with the City and School District on the 2020 Census. He also thanked the Academic Decathlon team for their representation and wished them success on the upcoming decathlon in Sacramento.

CONSENT CALENDAR ITEMS:

City Council:

1. Minutes:
   - Approved City Council meeting of October 22, 2019
   - Received and filed Parks & Recreation meeting of September 12, 2019

2. Approved 7th Warrant Register of the 2019-2020 Fiscal Year. (700)
   - Check Numbers: 283776-283862; 283870-283926; 283937-283987
   - Special Check Numbers: 283771-283775; 283927-283936; 283988-283996


Ordinance No. 1137 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REPEALING AND REPLACING CHAPTER 9.40 OF THE PICO RIVERA MUNICIPAL CODE TO BE
ENTITLED “COMMERCIAL CANNABIS ACTIVITY PROHIBITION,” TO PROHIBIT ALL COMMERCIAL CANNABIS ACTIVITIES” (SECOND READING AND ADOPTION)

4. Approve A Resolution Authorizing Application for and Receipt of Senate Bill 2 Planning Grants Program Funds.

   1. Approved Resolution No. 7040 to allow the submittal of an application for receipt of Senate Bill 2 Planning Grant funds in the amount of $310,000; and

Resolution No. 7040  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING AN APPLICATION FOR, AND RECEIPT OF SB 2 PLANNING GRANTS PROGRAM FUNDS

5. Citywide Engineering and Traffic Survey Adoption.  (1200)

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

6. Memorandum of Understanding (MOU) with the Chamber of Commerce.  (500)

   1. Approval of a Memorandum of Understanding between the City of Pico Rivera and the Pico Rivera Chamber of Commerce for business support services for Fiscal Year 2019-20.

7. Bus Landing Improvements Project at Rosemead Boulevard and Coffman/Pico Road (CIP No. 50000) – Award Construction Contract.  (500)

   1. Awarded a construction contract in the amount of $47,800 to FS Contractors, Inc. for the Bus Landing Improvements at Rosemead Boulevard and Coffman/Pico Road (CIP No. 50000) and authorized the Mayor to execute the contract in a form approved by the City Attorney;
   2. Amended the Fiscal Year 2019-20 adopted budget and increased appropriations in Prop A Fund (Account No. 205.70.7300-54500-50000) by $7,580; and
   3. Approved the Total Project Budget.

Agreement No. 19-1921
8. **Authorize the City Manager to Execute a Professional Services Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR).** (500)

   1. Authorized the City Manager to execute a Professional Services Agreement with Atkinson, Andelson, Loya, Ruud and Romo (AALRR) in a form approved by the City Attorney.

   Agreement No. 19-1922

9. **Edward Byrne Memorial Justice Assistance Grant Award – Fiscal Year 2019-20.** (700)

   1. Received and filed the Edward Byrne Memorial Justice Assistance Grant (JAG) Application.

10. **Storm Drain Repair Along Beverly Road at Manning Road.** (500)

    1. Found pursuant to Public Contract Code Section 22035 and 22050(a)(1)(2) that the emergency work was necessary to accelerate repairs to a collapsed forty (40) foot segment of a thirty-six (36) inch storm drain on the south side of Beverly Road near the intersection of Manning Road and to resolve a public safety hazard; and that substantial evidence existed to determine that this emergency did not permit a delay resulting from undertaking a competitive solicitation for bids; and that this action was necessary to respond to the emergency; and

    2. Ratified the emergency repair to the storm drain along Beverly Road at Manning Road and authorized payment to Dominguez General Engineering Inc. in the amount of $42,900.

   Agreement No. 19-1923

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to approve Consent Calendar Items No. 1, 2, 3, 4, 6, 7, 8, 9 and 10. Motion carries by the following roll call vote:

**AYES:** Camacho, Elias, Salcido, Tercero

**NOES:** None

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

5. **Citywide Engineering and Traffic Survey Adoption.** (1200)

Councilmember Elias inquired about traffic collisions from Passons Boulevard between Slauson Avenue and Washington Boulevard. City Manager Carmona stated that staff will further research the report for answers to the Councilmember’s question.

Motion by Councilmember Salcido, seconded by Mayor Pro Tem Camacho to: 1) Approve Resolution No. 7041 approving Engineering and Traffic Survey
recommendations regarding speed limits along City street segments, as described in said resolution; and 2) Amend Fiscal Year 2019-20 budget and appropriated $60,000 in Measure R (Fund 207) to Account No. 207.40.4010.54500 for additional on-call traffic engineering services. Motion carries by the following roll call vote:

Resolution No. 7041  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DESIGNATING SPEED LIMITS FOR CERTAIN CITY STREETS

AYES: Camacho, Elias, Salcido, Tercero
NOES: None

REGULAR AGENDA:

City Council:

11. Master Position Control Modifications. (200)

Motion by Mayor Pro Tem Camacho, seconded by Councilmember Elias to: 1) Approve Resolution No. 7042 modifying master position control; and 2) Approve the reclassification of four (4) positions. Motion carries by the following roll call vote:

Resolution No. 7042  A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, MODIFYING THE MASTER POSITION CONTROL

AYES: Camacho, Elias, Tercero
NOES: Salcido

Councilmember Salcido left the meeting at 6:42 p.m.

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

Councilmember Elias mentioned the success of the Veterans Day event and resources available to veterans from the County. He also mentioned veterans training for the City’s case worker, inquired about the school safety officer and crossing guards. Mayor Tercero stated that meetings have been held with the school district in regard to sharing cost for the school safety resource officer and that the crossing guards are employed by the City.

Captain Marquez reminded residents about taking safety precautions during the holidays and stated that a Senior Safety Seminar pertaining to fraud prevention would be held on January 16, 2020 and is open to all residents.

Councilmember Elias asked Parks and Recreation Commissioner Saucedo to comment on a report provided by the Parks and Recreation Commission pertaining to the Skate Park. Commissioner Saucedo stated that there have been some issues with patrons...
drinking after hours and throwing cans over the fence that land on school property. Captain Marquez added that deputies walk the parks on foot to ensure the safety of the public and for zero tolerance.

Mayor Tercero asked staff to provide an update on the homelessness project. City Manager Carmona stated that meetings are being held with the cities of Whittier and Industry and that a collaborative meeting with church groups and other stakeholders is being arranged.

**CLOSED SESSION(S):** None

**ADJOURNMENT:**

Mayor Tercero adjourned the City Council meeting at 6:55 p.m. in memory of Sister Elvira Zozoya who served at St. Marianne’s Catholic School and Andy Duran, member of VFW Post 7734. There being no objection it was so ordered.

**AYES:** Camacho, Elias, Tercero  
**NOES:** None  
**ABSENT:** Salcido

________________________________
Brent A. Tercero, 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 November 12, 2019 and approved by the City Council on December 10, 2019.

________________________________
Anna M. Jerome, City Clerk
A Regular Meeting of the Parks and Recreation Commission was held in the Council Chambers, 6615 Passons Boulevard, Pico Rivera, California. Chair Saucedo called the meeting to order at 6:00 p.m.

PRESENT: Commissioners: Michael D. Lay, Joseph A. Palombi, Jacob A. Rodriguez, Vice-Chair Monica M. Sanchez, and Chair Patricia A. Saucedo

PUBLIC COMMENT: None

SPECIAL PRESENTATION:

a) Certificate of Recognition – Horacio Marin and Natalie Ojeda

Horacio Marin and Natalie Ojeda, students at El Rancho High School and members of the Boys and Girls Club, were being recognized for their nominations for the Youth of the Year.

Commissioner Palombi briefly shared each students’ accomplishments and presented Certificates of Recognition from the Commission.

Oscar Hernandez, Executive Director from the Boys and Girls Club, provided a brief explanation of the nomination process. In attendance, was also The Boys and Girls Club Field Supervisor, Laila Sanchez, Site Coordinator, Ariana Viramontes, and Board Member, Don Alvarado.

The Commission congratulated Natalie and Horacio and wished them luck.

AGENDA ITEMS:

1. MINUTES:

   • Parks and Recreation Commission Meeting of September 12, 2019
   
   Recommendation: Approve

   A motion was made by Commissioner Palombi and seconded by Vice-Chair Contreras and carried on to roll call vote to approve the Minutes of September 12, 2019.

2. NEW BUSINESS:

   a) Sheriff’s Report
      
      - Meet and Greet New Park Deputy Guillen

   Deputy Jesus Perez introduced Deputy Juan Guillen, the newly assigned Park Deputy. Deputy Guillen stated that he was excited to begin working with Parks and Recreation.

   Chair Saucedo stated that there was a group of adult males using Smith Park field without a permit.
Interim Director of Parks and Recreation, Sonya Patterson, stated that she spoke with Deputy Guillen and informed him about the group. She further stated that if the group was on the fields again it would be best to notify park staff and they would be able to contact the deputy in order to remove them from the field.

Chair Saucedo asked the Deputies to provide additional information on the incident that occurred at Smith Park on October 5th.

Deputy Guillen stated that the Sheriff’s Department had received a call about an assault outside of the park. They had been informed that a male had a knife and was on foot. Sheriff’s Department responded accordingly and addressed the individual.

Chair Saucedo wondered why the individual was not stopped before he started walking through Smith Park.

Deputy Perez informed the Chair that the deputies are required to follow protocol which means they should wait for backup and resources to stop an individual in the safest method.

Interim Director Patterson stated that the City Council had brought up the incident to the Sheriff’s Captain. He informed City Council that the safest way to approach an individual with a weapon is to wait for additional deputy assistance.

Commissioner Palombi thanked the Deputies for their service to the community.

b) Vote on Parks and Recreation Commission DARK for month of December

Interim Director Patterson spoke in favor of going dark for the month of December to give staff sufficient time to prepare for holiday events and scheduled vacations.

Chair Saucedo requested to discuss the item in November.

3. OLD BUSINESS:

   a) Pico Boys Baseball League

President of Pico Boys, Luis Carbajal, was not in attendance. Staff received a call from Luis Carbajal on September 30, informing them that the payment to the Certified Public Accountant had been mailed out.

Chair Saucedo asked why the payment had been made late after Luis had stated that it would be mailed out by October 12th.

Interim Director Patterson stated that Luis had not stated what date the check was mailed out. She further stated that she had spoken to the City Attorney for further input. The City Attorney informed her that there was no liability on the City in allowing Pico Boys to use the fields without nonprofit status. She further stated that the City would not be able to take over a private entity. Reinstating an organization to nonprofit status can take the Internal
Revenue Service up to 15 months. He suggested giving them a deadline to allow them sufficient time to rectify their nonprofit status.

Commissioner Palombi thanked Interim Director Patterson for taking the time to check with the City Attorney. He asked staff to inform Mr. Carbajal that he is required to attend the Commission Meeting in November to provide further status.

The Commission asked staff if there was any recommendations they could make in regards to their status.

Interim Director Patterson stated that the Staff is recommending to write a formal letter stating that they are required to rectify their nonprofit status by a given deadline. Regardless of change in their Board staff would be able to hold the organization liable for not providing nonprofit status.

b) Smith Park Skate Park

Interim Director Patterson informed the Commission that a possible recommendation to resolve conduct at the Skate Park would be to post a Code of Conduct.

Commissioner Palombi asked if staff would be able to set an age limit.

Vice-Chair Contreras stated that there is insufficient lighting which is very inviting to people with bad intentions. He stated that there is a triangular area that is continuously dirty.

Director Patterson stated that the triangular area is a drainage area that maintenance staff regularly cleans out.

Chair Saucedo asked staff if all park lights were shut off at 8:30 p.m.

Parks and Recreation Coordinator, Eduardo De Leon, stated that the lights are only on during scheduled practices.

Commissioner Palombi suggested refurbishing the seating area.

Interim Director Patterson noted that they would look into adding more lighting and would speak to the City Attorney in regards to the age limit. She further stated that refurbishing the area would be costly.

c) Dedication to State Senator Bob Archuleta

Commissioner Palombi recommended naming a City Facility or amenity after State Senator Bob Archuleta.

Interim Director Patterson stated that the City had 4 parks that were deeded from the County. These park include Rio Hondo Park, Smith Park, Rivera Park, and Pico Park. Changes to the name of these parks would have to be approved by the County. Pio Pico
Park and Rio Vista Park are owned by the El Rancho School District. The Veterans and Ladies Auxiliary Park was named after the American Legions and Veterans of Foreign Wars. She suggested naming the Rio Hondo Park Playground or perhaps another amenity.

A motion was made by Commissioner Palombi and seconded by Vice-Chair Contreras and carried on to roll call vote to recommend a dedication ceremony for the Rio Hondo Park Playground, Veterans and Ladies Auxiliary Park playground, and the Veterans Memorial.

Commissioner Contreras suggested talking to the American Legion Posts and Veterans of Foreign Wars for suggestions as well.

4. ORGANIZATION RECOGNITION REVIEW:

   a) Strikers FC North

Christian Bourjon, Director of Operations, shared several accomplishments that the organization has fulfilled this year. Strikers has been able to work with American Youth Soccer as requested by the City. The organization also acquired a U-14 team which allows resident participants to stay within Pico Rivera for practices. They were also able to acquire additional coaches that are now licensed. They also requested additional field use at Smith Park instead of traveling to Temecula.

A motion was made by Commissioner Rodriguez and seconded by Commissioner Palombi and carried on to roll call vote to recognize Strikers FC North as a Community Sports Organization for the fiscal year 2019-2020.

   b) American Youth Soccer Organization (AYSO)

Ruben Gonzalez, Commissioner, has been with the organization for 12 years. In attendance, was also Board Member, Christina Saavedra. She has been with the organization for four years. There is a total of 711 participants that make up 80 teams, and a VIP team for participants with special needs. Commissioner Gonzalez stated that although they had been on the field on October 5th when the Sheriff’s incident with the individual occurred. Fortunately, AYSO coaches were able to direct the participants and parents to a safe area.

A motion was made by Commissioner Palombi and seconded by Vice-Chair Contreras and carried on to roll call vote to recognize AYSO as a Community Sports Organization for the fiscal year 2019-2020.

   c) Pico Rivera Dons Youth Football and Cheer

Elizabeth Morales, President of Pico Rivera Dons Youth Football and Cheer, has been with the organization for 6 years. The organization has a total of 261 participants, ages 3 to 14. The team use Rivera Park fields for their practices.
A motion was made by Commissioner Palombi and seconded by Commissioner Lay and carried on to roll call vote to recognize Pico Rivera Dons Youth Football and Cheer as a Community Sports Organization for the fiscal year 2019-2020.

a) Happy Feet Youth Soccer Academy

Frank Lopez, President of Happy Feet Youth Soccer Academy, has been with the organization for 6 years. He shared several participant accomplishments including players who have been scouted to join the United States National Team and the Mexican National Team.

Commissioner Contreras asked President Lopez what park they practiced out of.

President Lopez informed him that they were utilizing the fields at Rio Hondo Park and had several games in the opponent’s City.

A motion was made Vice-Chair Contreras and seconded by Commissioner Rodriguez and carried on to roll call vote to recognize Happy Feet Youth Soccer Academy for the fiscal year of 2019-2020.

5. DEPARTMENTAL REPORT:

   a) Director’s Report
   b) Recreation Upcoming Activities

Interim Director Patterson briefly reviewed the events that occurred during the month of September which included the Opening Day Ceremony for American Youth Soccer and the Teen Club Open House. The Senior Center held several events including the Moonlight Movie Night, Mexican Independence Day, and Taco Tuesday. She briefly reviewed the upcoming events for the months of October and November. She informed the Chair of the upcoming Community Sports Organization President’s Quarterly Meeting scheduled for October 23. The Commission was asked if they were available to participate as judges for the Halloween Spooktacular Costume Contest.

Commissioner Contreras and Commissioner Rodriguez volunteered to judge the contest.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/12</td>
<td>5:00 p.m. - 8:00 p.m.</td>
<td>Family Fun Event: Mom &amp; Son &quot;Monster Bash&quot;</td>
<td>Senior Center 9200 Mines Ave.</td>
</tr>
<tr>
<td>10/19</td>
<td>8:30 a.m. - 12:30 p.m.</td>
<td>Trick or Treat for Hunger</td>
<td>Smith Park 6016 Rosemead Blvd.</td>
</tr>
<tr>
<td>10/20</td>
<td>9:30 a.m. - 9:30 p.m.</td>
<td>Trips &amp; Tours: Oktoberfest in Big Bear</td>
<td>Senior Center 9200 Mines Ave.</td>
</tr>
</tbody>
</table>
6. COMMISSIONER REPORTS – Park Facility Issues

- Senior Center - Chair Saucedo
- Pico Park - Commissioner Palombi and Chair Saucedo
- Rio Hondo Park - Commissioner Palombi
- Streamland Park - Commissioner Rodriguez
- Smith Park - Vice-Chair Contreras
- Rivera Park - Chair Saucedo and Commissioner Lay
- Youth Center - Commissioner Rodriguez
- Golf Course - Vice-Chair Contreras

Commissioner Palombi announced that Professional Boxer, Angel Rodriguez, would be having his match at the Pico Rivera Sports Arena.

Vice-Chair Contreras reported an incident at Smith Park with a group of older males who used the fields to play soccer and had hit a child with the ball. At the time there was a Sheriff Deputy at the Park and they were able to defuse the incident.

Interim Director Patterson stated that any of the coaches can contact the Sheriff’s Department directly. However, if they need to get them to get off the fields it would be best to contact staff. In addition, AYSO should also notify staff whenever there is an organized group using the fields without a reservation.
7. CITY COUNCIL MEETING ATTENDANCE REMINDER

   a) Commissioner Joseph Palombi – October 22, 2019
   b) Chair Patricia Saucedo – November 12, 2019

ADJOURNMENT:

The Parks and Recreation Commission Meeting was adjourned at 7:43 p.m. motioned by Chair Saucedo and seconded by Vice-Chair Contreras.

________________________________________
Patricia A. Saucedo, Chair
Parks and Recreation Commission

________________________________________
Sonya Patterson,
Interim Director of Parks and Recreation
## 8th WARRANT REGISTER OF THE 2019 - 2020 FISCAL YEAR

**MEETING DATE:**

12/10/19

<table>
<thead>
<tr>
<th>CHECK DATE</th>
<th>STARTING</th>
<th>ENDING</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/07/19</td>
<td>284004</td>
<td>284061</td>
<td>$530,583.16</td>
</tr>
<tr>
<td>11/14/19</td>
<td>284062</td>
<td>284105</td>
<td>$1,102,162.00</td>
</tr>
<tr>
<td>11/21/19</td>
<td>284109</td>
<td>284175</td>
<td>$401,697.31</td>
</tr>
<tr>
<td>11/27/19</td>
<td>284176</td>
<td>284181</td>
<td>$51,852.66</td>
</tr>
</tbody>
</table>

**SPECIAL CHECK NUMBERS:**

11/07/19 284002 284003 $191.87

**ACH NUMBERS:**

11/07/19 5441 5462
11/14/19 5470 5493
11/21/19 5504 5538
11/27/19 5540 5548

**REGULAR CHECK TOTAL:**

$2,086,295.13

**SPECIAL CHECK TOTAL:**

$191.87

**TOTAL REGISTER AMOUNT:**

$2,086,487.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54 - A &amp; D Transportation, L.P.</td>
<td>54 - A &amp; D Transportation, L.P.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1769 - Alex Gomez</td>
<td>ALXGOMSWK8-19</td>
<td>OFFICIATING SERVICES 8/16/19</td>
<td>Paid by Check #284002</td>
<td>08/16/2019</td>
<td>08/29/2019</td>
<td>08/29/2019</td>
<td>08/21/2019</td>
<td>11/07/2019</td>
<td>84.00</td>
<td></td>
</tr>
</tbody>
</table>

Vendor 7 - Advanced Printing (ACH) Totals: 1 invoice, $1,973.48
Vendor 54 - A & D Transportation, L.P. Totals: 1 invoice, $521.25
Vendor 299 - A. M. Plumbing Supply Totals: 6 invoices, $2,773.36
Vendor 698 - AAA Electrical Supply, Inc. ACH Totals: 4 invoices, $1,292.07
Vendor 1769 - Alex Gomez Totals: 1 invoice, $84.00
Vendor 386 - Alvarez-Glasman & Colvin Totals: 1 invoice, $8,900.00
Vendor 395 - American Wrecking, Inc. Totals: 2 invoices, $13,500.00
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor 694 - Aramark Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,287.66</td>
</tr>
<tr>
<td>460986</td>
<td>PURCHASED HAND TOOLS</td>
<td>Paid by Check #284007</td>
<td></td>
<td>10/10/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>89.60</td>
</tr>
<tr>
<td>Vendor 363 - Bishop Company Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$486.70</td>
</tr>
<tr>
<td>56429</td>
<td>FACILITIES DOOR REPAIRS AND KEYS</td>
<td>Paid by Check #284008</td>
<td></td>
<td>09/03/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>382.70</td>
</tr>
<tr>
<td>Vendor 751 - Broadway Lock and Key Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$382.70</td>
</tr>
<tr>
<td>Vendor 512 - California Building Standards Commission Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$772.20</td>
</tr>
<tr>
<td>INV4508</td>
<td>WORKPLACE HARRASSMENT WORKSHOP, 10/23/19-10/24/19</td>
<td>Paid by Check #284010</td>
<td></td>
<td>10/03/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>570.00</td>
</tr>
<tr>
<td>Vendor 500 - California JPIA Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$570.00</td>
</tr>
<tr>
<td>Vendor 1845 - Carahsoft Technology Corporation Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$700.77</td>
</tr>
<tr>
<td>Vendor 786 - Central Basin Municipal Water District Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,224.20</td>
</tr>
<tr>
<td>202475</td>
<td>BACKFLOW TESTING</td>
<td>Paid by Check #284013</td>
<td></td>
<td>09/19/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>455.00</td>
</tr>
<tr>
<td>Vendor 15 - Century Rooter &amp; Jetting Service, Inc Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$837.00</td>
</tr>
<tr>
<td>1878 - Clean Comedians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------------</td>
<td></td>
</tr>
<tr>
<td>2019ACPEHL1219</td>
<td>PERFORM FEE CLEAN COMEDIAN AT EMPLOYEE RECOGNITION LUNCH12/12/19</td>
<td>Paid by Check #284014</td>
<td>10/31/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>11/06/2019</td>
<td>11/07/2019</td>
<td>2,000.00</td>
<td></td>
</tr>
<tr>
<td>15809</td>
<td>CONTRACT INSTRUCTOR-NIPPON KEMPO KARATE, 10/2/19-10/30/19</td>
<td>Paid by EFT #5445</td>
<td>10/22/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>297.00</td>
<td></td>
</tr>
<tr>
<td>345</td>
<td>Cosby Oil Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>770</td>
<td>County of Los Angeles Dept of Public Works</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>357</td>
<td>Daniels Tire Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>723</td>
<td>Department of Conservation, Accounting Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1785</td>
<td>Eagle Print Dynamics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 1878 - Clean Comedians Totals
Invoices 1
$2,000.00

Vendor 282 - Luis Cobian, Sr. Totals
Invoices 5
$1,490.40

Vendor 345 - Cosby Oil Company Totals
Invoices 2
$4,253.43

Vendor 770 - County of Los Angeles Dept of Public Works Totals
Invoices 1
$119,700.00

Vendor 357 - Daniels Tire Service Totals
Invoices 1
$991.22

Vendor 723 - Department of Conservation, Accounting Office Totals
Invoices 2
$1,798.34

Vendor 1785 - Eagle Print Dynamics Totals
Invoices 1
$2,272.82
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>

Vendor Totals

- 1162 - ENDICOTT COMM, INC. - CV Invoices 1
- 629 - Ewing Irrigation Products Invoices 2
- 458 - Fast 5 Pico Rivera 5, LLC Invoices 1
- 631 - Governmentjobs.com, Inc. Invoices 1
- 1390 - Hazelrigg Claims Management Services (ACH) Invoices 2
- 774 - Home Depot Invoices 5
- 436 - Horizon Nursery Invoices 2
- 569 - Hosepower USA Invoices 1

Total Invoices: 5

Total Invoice Net Amount: $5,836.05
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6010800</td>
<td>TAP CARDS/FEE</td>
<td>Paid by Check #284028</td>
<td></td>
<td>09/30/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>40.00</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------</td>
<td>--------</td>
<td>-------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>--------------</td>
<td>--------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Vendor 1149 - Los Angeles County Department Public Health</td>
<td>IN0692389</td>
<td>HEALTH PERMIT FOR RIVERA PARK CONCESSION STANDS</td>
<td>Paid by Check #284029</td>
<td>05/08/2019</td>
<td>11/07/2019</td>
<td>11/04/2019</td>
<td>11/07/2019</td>
<td>798.22</td>
<td></td>
</tr>
<tr>
<td>Vendor 1366 - Ben Martinez</td>
<td>SUMFALLF2WK1219</td>
<td>UMPIRE SERVICES FOR SENIOR LEAGUE 10/31/19</td>
<td>Paid by EFT #5451</td>
<td>10/31/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/31/2019</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>Vendor 878 - Tecla M. Miceli</td>
<td>15636</td>
<td>CONTRACT INSTRUCTOR-QUICK &amp; EASY QUILTING 9/7/19-10/26/19</td>
<td>Paid by EFT #5452</td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/04/2019</td>
<td>11/07/2019</td>
<td>150.15</td>
<td></td>
</tr>
</tbody>
</table>

Vendor 754 - L.A. County Metropolitan Trans Authority (TAP) Totals  | Invoices | 3  | $1,491.47  |
Vendor 1149 - Los Angeles County Department Public Health Totals | Invoices | 1  | $798.22   |
Vendor 1366 - Ben Martinez Totals | Invoices | 1  | $70.00    |
Vendor 878 - Tecla M. Miceli Totals | Invoices | 2  | $271.80   |
Vendor 1697 - Minuteman Press Totals | Invoices | 1  | $132.95   |
Vendor 373 - Modern Trailer Supply Co Totals | Invoices | 1  | $172.81   |
Vendor 676 - MOOD MEDIA Totals | Invoices | 1  | $153.71   |
Vendor 1846 - MRI Software LLC Totals | Invoices | 2  | $1,950.00 |
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>

Vendor Totals

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoices</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>74 - NASA Services Inc</td>
<td>1</td>
<td>$218,640.40</td>
</tr>
<tr>
<td>555 - Oromill Lumber, Inc.</td>
<td>2</td>
<td>$1,073.79</td>
</tr>
<tr>
<td>1115 - Pac Van</td>
<td>1</td>
<td>$93.09</td>
</tr>
<tr>
<td>315 - Passage Entertainment</td>
<td>1</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>965 - PETTY CASH</td>
<td>1</td>
<td>$351.40</td>
</tr>
<tr>
<td>161 - Pico Water District</td>
<td>3</td>
<td>$22,064.95</td>
</tr>
<tr>
<td>1826 - PlanetBids, Inc.</td>
<td>1</td>
<td>$1,769.79</td>
</tr>
<tr>
<td>1336 - Power Trip Rentals, Inc</td>
<td>1</td>
<td>$1,406.67</td>
</tr>
<tr>
<td>1881 - Pronto Gym Services, Inc.</td>
<td>1</td>
<td>$95.00</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Vendor</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>--------</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:10:00 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 747 - Rousselle Company Inc. (ACH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12 $1,035.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 56 - S &amp; S Worldwide</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 $260.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 706 - Salgado Tire Service</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 $15.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 159 - San Gabriel Valley Water Co</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 $553.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 1031 - Shoeteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 $796.37</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 922 - So Calif Edison Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 $10,072.89</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 424 - Southern California Municipal Athletic Federation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3 $1,672.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 626 - State of California Dept of Justice</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:10:00 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor 435 - The Sherwin-Williams Co.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1525 - The UPS Store # 5115</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 876 - DAVID VELASQUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15757</td>
<td>CONTRACT INSTRUCTOR-WOMEN SELF DEFENSE PICO PARK, 10/7-28/19</td>
<td>Paid by Check #284052</td>
<td></td>
<td>10/23/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>60.00</td>
</tr>
<tr>
<td>Vendor 607 - VERNOLA'S TOWING SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24399</td>
<td>TOWED UNIT 107</td>
<td>Paid by Check #284053</td>
<td></td>
<td>09/30/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>11/07/2019</td>
<td>75.00</td>
</tr>
<tr>
<td>Vendor 695 - Vulcan Materials Co. (ACH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 1468 - Warren Distributing, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------</td>
<td>-------------------------</td>
<td>--------------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>78616625</td>
<td>MAINTENANCE SUPPLIES FOR PARKS</td>
<td>Paid by EFT #5460</td>
<td></td>
<td>10/08/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>916.34</td>
<td></td>
</tr>
<tr>
<td>78616636</td>
<td>MAINTENANCE SUPPLIES FOR PARKS</td>
<td>Paid by EFT #5460</td>
<td></td>
<td>10/08/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/30/2019</td>
<td>940.45</td>
<td></td>
</tr>
<tr>
<td>350470</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284055</td>
<td></td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>97.02</td>
<td></td>
</tr>
<tr>
<td>350473</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284055</td>
<td></td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>97.02</td>
<td></td>
</tr>
<tr>
<td>350477</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284055</td>
<td></td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>121.28</td>
<td></td>
</tr>
<tr>
<td>350478</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284055</td>
<td></td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>97.02</td>
<td></td>
</tr>
<tr>
<td>20191QTRWCCS</td>
<td>1ST QUARTER JULY-SEPTEMBER 2019 SERVICES</td>
<td>Paid by EFT #5462</td>
<td></td>
<td>10/15/2019</td>
<td>11/07/2019</td>
<td>11/07/2019</td>
<td>10/31/2019</td>
<td>2,250.00</td>
<td></td>
</tr>
</tbody>
</table>


Total Invoices: 3
Total Payment: $2,355.00

Run by Ricky Rao on 12/03/2019 08:10:00 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Vendor: NOHEMY AVENDANO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019TRVEXPICALCH</td>
<td>TRAVEL EXPENSE FOR CALCHOICE ANNUAL MEETING IN LANCHESTER</td>
<td>Paid by Check #284003</td>
<td>05/20/2019</td>
<td>06/06/2019</td>
<td>06/06/2019</td>
<td>05/23/2019</td>
<td>11/07/2019</td>
<td>107.87</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: ASHLEY A. COOPER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: MARGARITA DELGADO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: MARGARITA DELGADO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: DAVID A HATHAWAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: MOSAIC SALES SOLUTIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor: LINDA RUIZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices: 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Totals**: 164 Invoices, $530,775.03
<table>
<thead>
<tr>
<th>Status</th>
<th>Type</th>
<th>Number</th>
<th>Payment Date</th>
<th>Source</th>
<th>Payee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open</td>
<td>Check</td>
<td>284062</td>
<td>11/13/2019</td>
<td>Utility Refund</td>
<td>GRACIELA GALLEGOS</td>
<td>$34.65</td>
</tr>
<tr>
<td>Open</td>
<td>Check</td>
<td>284063</td>
<td>11/13/2019</td>
<td>Utility Refund</td>
<td>CHUI YUEN MAK</td>
<td>$43.67</td>
</tr>
<tr>
<td>Open</td>
<td>Check</td>
<td>284064</td>
<td>11/13/2019</td>
<td>Utility Refund</td>
<td>MARITZA MEDINA</td>
<td>$7.77</td>
</tr>
<tr>
<td>Open</td>
<td>Check</td>
<td>284065</td>
<td>11/13/2019</td>
<td>Utility Refund</td>
<td>JORGE TERAN</td>
<td>$25.43</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$111.52</strong></td>
</tr>
</tbody>
</table>
PAYROLL REGISTER P/P 10/26/19 - 11/08/19

Pay Date: 11/14/19

VOID ACH CKS

- 

VOID CKS

- 

SPECIAL CKS

- 

CKS

101426 - 101429 2,046.27

2,046.27

ACH

525863 - 526217 386,303.36

386,303.36

TOTAL 388,349.63
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000242585</td>
<td>PROFESSIONAL SERVICES 6/1/19 -6/30/19, BEVERLY BLVD INT IMPROVE</td>
<td>Paid by Check #284066</td>
<td>07/26/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>13,379.50</td>
<td></td>
</tr>
<tr>
<td>2000258838</td>
<td>PROFESSIONAL SERVICES 7/1/19 -8/30/19, BEVERLY BLVD INT IMPROVE</td>
<td>Paid by Check #284066</td>
<td>09/04/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>5,438.50</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor 1772 - AECOM Technical Services, Inc**

---

<table>
<thead>
<tr>
<th>Vendor 1772 - AECOM Technical Services, Inc Totals</th>
<th>Invoices</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$18,818.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000258838</td>
<td>PROFESSIONAL SERVICES 7/1/19 -8/30/19, BEVERLY BLVD INT IMPROVE</td>
<td>Paid by Check #284066</td>
<td>09/04/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>5,438.50</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor 1820 - ALTA LANGUAGE SERVICES, INC. **

---

<table>
<thead>
<tr>
<th>Vendor 1820 - ALTA LANGUAGE SERVICES, INC. IS455066 Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$55.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>002</td>
<td>MIGRATION FROM CISCO CORE SWITCH TO JUNIPER STACKED SWITCHES</td>
<td>Paid by Check #284068</td>
<td>09/16/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/05/2019</td>
<td>11/14/2019</td>
<td>960.00</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor 1857 - Alvarez Consulting Group**

---

<table>
<thead>
<tr>
<th>Vendor 1857 - Alvarez Consulting Group Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$960.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>

**Vendor 503 - American Heritage Life Insurance Co**

---

<table>
<thead>
<tr>
<th>Vendor 503 - American Heritage Life Insurance Co Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$167.10</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>CHLORINATOR REPLACEMENT PURCHASE</td>
<td>Paid by EFT #5470</td>
<td>09/05/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>22,319.73</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>ACCU-TAB TABLETS</td>
<td>Paid by EFT #5470</td>
<td>09/24/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>24,996.17</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor 931 - AUTOMATED WATER TREATMENT**

---

<table>
<thead>
<tr>
<th>Vendor 931 - AUTOMATED WATER TREATMENT Totals</th>
<th>Invoices</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$47,315.90</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>

**Vendor 363 - Bishop Company**

---

<table>
<thead>
<tr>
<th>Vendor 363 - Bishop Company Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$160.92</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>

**Vendor 1429 - BMG Money, Inc**

---

<table>
<thead>
<tr>
<th>Vendor 1429 - BMG Money, Inc Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$242.35</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13115611</td>
<td>PERS LONG-TERM CARE FOR P/E 11/08/19</td>
<td>Paid by Check #284072</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>65.07</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor 923 - CalPERS Long-Term Care Program**

---

<table>
<thead>
<tr>
<th>Vendor 923 - CalPERS Long-Term Care Program Totals</th>
<th>Invoices</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoices</strong></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$65.07</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

| Vendor 263 - City of Downey | |
|-----------------------------| |

---

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>233564</td>
<td>SHARED TRAFFIC SIGNAL MAINT &amp; EXTRA WORK, TELEGRAPH SC EDISON BILL 50%, 7/16/19-8/14/19</td>
<td>Paid by Check #284073</td>
<td></td>
<td>06/28/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>2,765.73</td>
</tr>
<tr>
<td>233667</td>
<td>SC EDISON BILL 50%, 8/14/19-9/13/19</td>
<td>Paid by Check #284073</td>
<td></td>
<td>09/16/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>81.88</td>
<td></td>
</tr>
<tr>
<td>233787</td>
<td></td>
<td>Paid by Check #284073</td>
<td></td>
<td>10/16/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>29.27</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,876.88</td>
</tr>
<tr>
<td></td>
<td>Vendor 773 - Clinical Laboratory of San Bernardino Inc. Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$340.00</td>
</tr>
<tr>
<td>19-057</td>
<td>SCADA, CITY YARD - PROGRAM MULTIPMONITORS</td>
<td>Paid by Check #284074</td>
<td></td>
<td>10/09/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>2,480.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 959 - Control Automation Design, Inc Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,480.00</td>
</tr>
<tr>
<td>1911645</td>
<td>800 GO PRIME SERVICE CHARGES, SEPTEMBER 2019</td>
<td>Paid by EFT #5472</td>
<td></td>
<td>11/01/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>199.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1331 - Corporate Image Marketing, Inc Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$199.00</td>
</tr>
<tr>
<td>111419</td>
<td>EMPLOYEE DEDUCTION FOR P/E 11/08/19</td>
<td>Paid by Check #284075</td>
<td></td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>97.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1522 - ECMC Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$97.16</td>
</tr>
<tr>
<td>1A</td>
<td>REVIEW 65% TRAFFIC SIGNAL PLAN &amp; GRANT APPLICATION, 7/15-8/19/19</td>
<td>Paid by Check #284076</td>
<td></td>
<td>08/15/2019</td>
<td>11/14/2019</td>
<td>11/07/2019</td>
<td>11/14/2019</td>
<td>2,430.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1855 - Elie Farah Inc. Totens</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,430.00</td>
</tr>
<tr>
<td></td>
<td>Vendor 1162 - ENDICOTT COMM, INC. - CV Totals</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$320.50</td>
</tr>
<tr>
<td>19-01</td>
<td>EXPERT WITNESS SERVICES 8/1/19-10/29/19 FOR 8615 WHITTIER BLVD</td>
<td>Paid by Check #284078</td>
<td></td>
<td>11/04/2019</td>
<td>11/14/2019</td>
<td>11/12/2019</td>
<td>11/14/2019</td>
<td>5,980.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1028 - James Enriquez Totens</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,980.00</td>
</tr>
<tr>
<td></td>
<td>Vendor 1499 - F.S. Contractors, Inc</td>
<td>Invoices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2612</td>
<td>PROGRESS PAYMENT #2 7/11/19 -8/16/19</td>
<td>Paid by Check #284079</td>
<td></td>
<td>08/19/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/07/2019</td>
<td>11/14/2019</td>
<td>$122,668.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1499 - F.S. Contractors, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$122,668.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 600 - Fidelity Security Life Insurance/EyeMed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,058.46</td>
</tr>
<tr>
<td>111419</td>
<td>EMPLOYEE DEDUCTION FOR P/E 11/08/19</td>
<td>Paid by Check #284081</td>
<td></td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>$450.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 625 - Franchise Tax Board</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td>16924</td>
<td>JANITORIAL SERVICES FOR SEPTEMBER 2019</td>
<td>Paid by EFT #5473</td>
<td></td>
<td>09/30/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>$5,932.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 418 - GENERAL BUILDING MANAGEMENT COMPANY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,932.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1534 - Golden Star Technology, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1534 - Golden Star Technology, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11,883.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1534 - Golden Star Technology, Inc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$11,883.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 631 - Governmentjobs.com, Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$31,227.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 961 - Grainger</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$539.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 961 - Grainger</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$135.58</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 1722 - Ice Star Refrigeration, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$983.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vendor 187 - Industrial Pipe &amp; Steel Company</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$50.15</td>
</tr>
</tbody>
</table>

Report By Vendor - Invoice Summary Listing

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54193</td>
<td>TRIPS &amp; TOURS EXCURSION TO CARLSBAD VILLAGE STREET FAIR 11/3/19</td>
<td>Paid by Check #284086</td>
<td>11/04/2019 11/14/2019 11/14/2019 11/05/2019 11/14/2019</td>
<td>$1,244.82</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8529</td>
<td>ANNUAL MAINTENANCE FOR INFRAMAP FIELD 11/1/19-10/31/20</td>
<td>Paid by Check #284087</td>
<td>08/01/2019 11/14/2019 11/14/2019 11/06/2019 11/14/2019</td>
<td>$4,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>201907SVCS</td>
<td>WORKER'S COMPENSATION RISK MANAGEMENT JULY 2019</td>
<td>Paid by Check #284088</td>
<td>08/01/2019 11/14/2019 11/14/2019 11/05/2019 11/14/2019</td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>201908SVCS</td>
<td>WORKER'S COMPENSATION RISK MANAGEMENT AUGUST 2019</td>
<td>Paid by Check #284088</td>
<td>09/04/2019 11/14/2019 11/14/2019 11/05/2019 11/14/2019</td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>201909SVCS</td>
<td>WORKER'S COMPENSATION RISK MANAGEMENT SEPTEMBER 2019</td>
<td>Paid by Check #284088</td>
<td>10/01/2019 11/14/2019 11/14/2019 11/05/2019 11/14/2019</td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14064810</td>
<td>FURNITURES FOR RIVERA PARK AND SENIOR CENTER</td>
<td>Paid by EFT #5475</td>
<td>06/27/2019 11/14/2019 11/14/2019 11/06/2019 11/14/2019</td>
<td>$1,675.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14079508</td>
<td>FURNITURES FOR RIVERA PARK AND SENIOR CENTER</td>
<td>Paid by EFT #5475</td>
<td>08/01/2019 11/14/2019 11/14/2019 11/06/2019 11/14/2019</td>
<td>$612.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14079509</td>
<td>INSTALLATION OF ADA COMPONENTS FRONT DESK</td>
<td>Paid by EFT #5475</td>
<td>08/01/2019 11/14/2019 11/14/2019 11/12/2019 11/14/2019</td>
<td>$306.49</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1409510</td>
<td>FURNITURES FOR RIVERA PARK AND SENIOR CENTER</td>
<td>Paid by EFT #5475</td>
<td>08/01/2019 11/14/2019 11/14/2019 11/06/2019 11/14/2019</td>
<td>$919.47</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14079975</td>
<td>FURNITURE AND EQUIPMENT FOR RIVERA PARK AND SENIOR CENTER</td>
<td>Paid by EFT #5475</td>
<td>08/02/2019 11/14/2019 11/14/2019 11/06/2019 11/14/2019</td>
<td>$2,232.16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------------------------------</td>
<td>-------------------------</td>
<td>----------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>14080223</td>
<td>FURNITURE AND EQUIPMENT FOR RIVERA PARK AND SENIOR CENTER</td>
<td>Paid by EFT #5475</td>
<td></td>
<td>08/04/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>5,476.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1398 - Nationwide Retirement Solutions</td>
<td>MAR0000011928  2Q19 ADMIN FEE (ER) RETIREE'S HRA 4/1/19-6/30/19</td>
<td>Paid by Check #284094</td>
<td></td>
<td>10/16/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>2,106.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 1398 - Nationwide Retirement Solutions</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$41,428.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 1489 - Nationwide RS (ACH)</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$720.04</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 617 - NUFIC</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$257.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 161 - Pico Water District</td>
<td>Invoices 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$496.96</td>
</tr>
<tr>
<td>111419</td>
<td>UNION DUES FOR P/E 11/08/19</td>
<td>Paid by EFT #5480</td>
<td></td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>533.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 520 - PRMPCEA</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$533.00</td>
</tr>
<tr>
<td>2020-322-1</td>
<td>PROGRESS PAYMENT #1</td>
<td>Paid by Check #284098</td>
<td></td>
<td>09/09/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>123,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 1854 - Resource Environmental, Inc.</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$123,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 420 - Robert Klein Printers</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$49.61</td>
</tr>
<tr>
<td>158</td>
<td>PAYROLL 10/17/19-10/30/19</td>
<td>Paid by EFT #5481</td>
<td></td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>22,745.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vendor 1552 - S &amp; S LaBarge Golf Inc</td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22,745.71</td>
</tr>
<tr>
<td>R-00123383</td>
<td>SECURITY SERVICES FOR NATIVIDAD CENTER, JUNE 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>05/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>R-00125342</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, JUNE 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>05/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>R-00130900</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, JULY 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>06/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-00131000</td>
<td>SECURITY SERVICES FOR NATIVIDAD CENTER, JULY 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>06/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>R-00136939</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, AUGUST 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>07/11/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>R-00138544</td>
<td>SECURITY SERVICES FOR NATIVIDAD CENTER, SEPTEMBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>08/13/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>R-00141786</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, SEPTEMBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>08/13/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>R-00144534</td>
<td>SECURITY SERVICES FOR NATIVIDAD CENTER OCTOBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>09/13/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>R-00144768</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, OCTOBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>09/13/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
<tr>
<td>R-00150673</td>
<td>SECURITY SERVICES FOR NATIVIDAD CENTER NOVEMBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>10/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>150.00</td>
</tr>
<tr>
<td>R-00151507</td>
<td>SECURITY SERVICES FOR VARIOUS PARK FACILITIES, NOVEMBER 2019</td>
<td>Paid by EFT #5482</td>
<td></td>
<td>10/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>1,050.00</td>
</tr>
</tbody>
</table>

**Vendor Totals**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Invoices</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>551 - Security Signal Devices</td>
<td>Totals</td>
<td>12</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>266 - SEIU Local 721</td>
<td>111419</td>
<td>UNION DUES FOR P/E 11/08/19</td>
<td>1</td>
</tr>
<tr>
<td>692 - SEIU Local 721-COPE</td>
<td>111419</td>
<td>COPE FEES FOR P/E 11/08/19</td>
<td>1</td>
</tr>
<tr>
<td>396 - SEQUEL CONTRACTORS, INC.</td>
<td>2019-509-2</td>
<td>CIP WORK 3/30/19-8/30/19</td>
<td>1</td>
</tr>
<tr>
<td>1031 - Shoeteria</td>
<td>0001479-IN</td>
<td>SAFETY SHOES FOR MARCOS CAMPOS</td>
<td>2</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3407</td>
<td>CITY HALL ELEVATOR SERVICES</td>
<td>Paid by Check #284101</td>
<td></td>
<td>11/01/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/07/2019</td>
<td>11/14/2019</td>
<td>326.20</td>
</tr>
<tr>
<td>5261-7</td>
<td>PAINT FOR PICO PARK</td>
<td>Paid by EFT #5486</td>
<td></td>
<td>06/05/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/07/2019</td>
<td>11/14/2019</td>
<td>135.94</td>
</tr>
<tr>
<td>025-271743</td>
<td>MYCIVIC CITIZEN ENGAGEMENT-SUBSCRIPTION NOVEMBER 2019</td>
<td>Paid by Check #284103</td>
<td></td>
<td>10/01/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/05/2019</td>
<td>11/14/2019</td>
<td>250.00</td>
</tr>
<tr>
<td>18DSBF5263</td>
<td>UNDERGROUND SERVICE ALERTS</td>
<td>Paid by EFT #5487</td>
<td></td>
<td>10/01/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/12/2019</td>
<td>11/14/2019</td>
<td>65.26</td>
</tr>
<tr>
<td>72267796</td>
<td>ASPHALT FOR WATER DIVISION</td>
<td>Paid by EFT #5489</td>
<td></td>
<td>07/17/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/12/2019</td>
<td>11/14/2019</td>
<td>975.93</td>
</tr>
<tr>
<td>263683</td>
<td>FINANCE CHARGES FOR OUTSTANDING INVOICE 72267796</td>
<td>Paid by EFT #5489</td>
<td></td>
<td>09/30/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/12/2019</td>
<td>11/14/2019</td>
<td>36.10</td>
</tr>
<tr>
<td>3853-0919</td>
<td>GROUND WATER &amp; PRODUCTION</td>
<td>Paid by EFT #5490</td>
<td></td>
<td>09/30/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>148,376.15</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,039.19</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$438,476.15</td>
</tr>
</tbody>
</table>

Vendor 265 - Water Replenishment District of So. California
Vendor 758 - Waxie Sanitary Supply
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>156948</td>
<td>SAND AND GRAVEL SUPPLIES</td>
<td>Paid by Check #284104</td>
<td>07/15/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>627.48</td>
<td></td>
</tr>
<tr>
<td>177546</td>
<td>SAND AND GRAVEL SUPPLIES</td>
<td>Paid by Check #284104</td>
<td>09/10/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>975.33</td>
<td></td>
</tr>
</tbody>
</table>

Vendor 758 - Waxie Sanitary Supply Totals

- **Invoices**: 1
- **Invoice Net Amount**: $296.97

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>110119</td>
<td>DENTAL SERVICES (DHMO) FOR NOVEMBER 2019</td>
<td>Paid by Check #284105</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>11/14/2019</td>
<td>439.73</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 811 - West Coast Sand & Gravel, Inc. Totals

- **Invoices**: 2
- **Invoice Net Amount**: $1,602.81

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>549431-00</td>
<td>MAIN AND SERVICE REPAIR MATERIALS</td>
<td>Paid by EFT #5492</td>
<td>10/22/2019</td>
<td>11/14/2019</td>
<td>11/12/2019</td>
<td>11/14/2019</td>
<td>3,409.04</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 175 - Western Dental Services, Inc. Totals

- **Invoices**: 1
- **Invoice Net Amount**: $439.73

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5005-16775</td>
<td>PROF ENGINEERING SVCS THROUGH 6/30/19, ROSEMEAD/SLAUSON IMPROVE</td>
<td>Paid by EFT #5493</td>
<td>07/16/2019</td>
<td>11/14/2019</td>
<td>11/06/2019</td>
<td>11/14/2019</td>
<td>231.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 150 - Western Water Works Totals

- **Invoices**: 1
- **Invoice Net Amount**: $3,409.04

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
</table>
| 354 - Willdan Associates

- **Vendor 354 - Willdan Associates Totals**
  - **Invoices**: 3
  - **Invoice Net Amount**: $2,385.50

Grand Totals

- **Invoices**: 100
- **Invoice Net Amount**: $1,102,050.48

Run by Ricky Rao on 12/03/2019 08:10:24 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$614.16</td>
</tr>
<tr>
<td>4809</td>
<td>SENIOR CENTER</td>
<td>Paid by Check #284110</td>
<td></td>
<td>10/03/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>598.97</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,260.16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$339.00</td>
</tr>
<tr>
<td>000534519967</td>
<td>UNIFORM RENTAL SERVICES</td>
<td>Paid by EFT #5506</td>
<td></td>
<td>09/05/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>430.16</td>
<td></td>
</tr>
<tr>
<td>000534554440</td>
<td>UNIFORM RENTAL SERVICES</td>
<td>Paid by EFT #5506</td>
<td></td>
<td>09/19/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>433.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,292.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$249.00</td>
</tr>
<tr>
<td>15765</td>
<td>CONTRACT INSTRUCTOR-BALLET FOLKLORICO, 10/12/19-11/30/19</td>
<td>Paid by EFT #5508</td>
<td></td>
<td>10/30/2019</td>
<td>11/21/2019</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td>228.00</td>
<td></td>
</tr>
<tr>
<td>15766</td>
<td>CONTRACT INSTRUCTOR-BALLET FOLKLORICO, 10/12/19-11/30/19</td>
<td>Paid by EFT #5508</td>
<td></td>
<td>10/30/2019</td>
<td>11/21/2019</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td>363.00</td>
<td></td>
</tr>
</tbody>
</table>

Vendor Totals:
- 429 - 1st Jon Inc Totals: 2 Invoices, $614.16
- 299 - A. M. Plumbing Supply Totals: 4 Invoices, $1,260.16
- 320 - American Security Force, Inc. Totals: 1 Invoice, $315.00
- 924 - ALBERTO ANGULO Totals: 3 Invoices, $339.00
- 694 - Aramark Totals: 3 Invoices, $1,292.82
- 293 - Maria Armenta Totals: 1 Invoice, $249.00
- 907 - ANTONIA AYALA Totals: 2 Invoices, $577.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>363 - Bishop Company</td>
<td>SPECIALTY HAND TOOLS</td>
<td>Paid by Check #284111</td>
<td>08/19/2019</td>
<td>11/21/2019</td>
<td>11/15/2019</td>
<td>11/21/2019</td>
<td>53.22</td>
<td>$591.00</td>
</tr>
<tr>
<td>363 - Bishop Company</td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>363 - Bishop Company</td>
<td>Invoices</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19080674</td>
<td>PROFESSIONAL SVCS 7/1/19-7/28/19, PICO RIVERA REGIONAL BIKEWAY</td>
<td>Paid by EFT #5509</td>
<td>08/12/2019</td>
<td>11/21/2019</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>41,050.77</td>
<td></td>
</tr>
<tr>
<td>1590 - BKF Engineers</td>
<td>Totals</td>
<td></td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$141,657.88</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------------------------------</td>
<td>--------------------------</td>
<td>----------------------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>8404375474</td>
<td>FIRST AID KITS AND REPLENISHMENT OCTOBER 2019</td>
<td>Paid by Check #284117</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>8404375037</td>
<td>PURCHASE &amp; SERVICE AED SEP-OCT 2019</td>
<td>Paid by Check #284117</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor 263 - City of Downey</td>
<td>SC EDISON 50%, 9/13/19-10/15/19</td>
<td>Paid by Check #284118</td>
<td></td>
<td>11/08/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>959 - Control Automation Design, Inc</td>
<td>SCADA MTCE THROUGH 8/31/19</td>
<td>Paid by Check #284120</td>
<td></td>
<td>09/10/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>874 - COSTAR REALTY INFORMATION, INC.</td>
<td>REAL ESTATE ONLINE FOR NOVEMBER 2019</td>
<td>Paid by Check #284121</td>
<td></td>
<td>11/02/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
</tr>
<tr>
<td>769 - Culligan Water of Santa Ana</td>
<td>WATER SOFTENER SERVICE AT SENIOR CENTER</td>
<td>Paid by Check #284122</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
</tr>
</tbody>
</table>

**Vendor Totals**

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Vendor Name</th>
<th>Invoices</th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>117</td>
<td>CINTAS CORP.</td>
<td>4</td>
<td>$1,628.86</td>
</tr>
<tr>
<td>263</td>
<td>City of Downey</td>
<td>1</td>
<td>$23.29</td>
</tr>
<tr>
<td>455</td>
<td>Clear Channel Outdoor</td>
<td>1</td>
<td>$275.00</td>
</tr>
<tr>
<td>282</td>
<td>Luis Cobian, Sr.</td>
<td>4</td>
<td>$961.20</td>
</tr>
<tr>
<td>959</td>
<td>Control Automation Design, Inc</td>
<td>2</td>
<td>$5,034.68</td>
</tr>
<tr>
<td>874</td>
<td>COSTAR REALTY INFORMATION, INC.</td>
<td>1</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>769</td>
<td>Culligan Water of Santa Ana</td>
<td>1</td>
<td>$56.22</td>
</tr>
<tr>
<td>100</td>
<td>CYPRESS LOCK &amp; SAFE INC.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Report by Vendor - Invoice Summary Listing
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18832594</td>
<td>RENTAL OF 12 ELECTRIC GOLF CARTS FOR 12 MONTHS COPIERS LEASE 11/15/19-12/14/19</td>
<td>Paid by EFT #5511</td>
<td>11/10/2019</td>
<td>11/21/2019</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td>2,000.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65615122</td>
<td></td>
<td>Paid by Check #284124</td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>11/04/2019</td>
<td>11/21/2019</td>
<td>1,376.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10349540918</td>
<td>DELL MOBILE LAPTOP FOR SENIOR ENGINEER, PRECISION 7540 CTO BASE</td>
<td>Paid by Check #284125</td>
<td>10/30/2019</td>
<td>11/21/2019</td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>2,766.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8110067</td>
<td>BUILDING AND GROUND MAINTENANCE</td>
<td>Paid by Check #284129</td>
<td>08/14/2019</td>
<td>11/21/2019</td>
<td>11/15/2019</td>
<td>11/21/2019</td>
<td>35.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8432146</td>
<td>PARKS IRRIGATION</td>
<td>Paid by Check #284129</td>
<td>10/02/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>393.41</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 970 - DE LAGE LANDEN FINANCIAL SERVICES, INC. ACH Totals: Invoices 2, Invoice Net Amount $3,377.06
Vendor 704 - Dell Marketing L.P. Totals: Invoices 1, Invoice Net Amount $2,766.21
Vendor 738 - DISCOUNT SCHOOL SUPPLY Totals: Invoices 1, Invoice Net Amount $3,254.58
Vendor 1785 - Eagle Print Dynamics Totals: Invoices 1, Invoice Net Amount $135.98
Vendor 1618 - Emcor Services Mesa Energy (ACH) Totals: Invoices 1, Invoice Net Amount $8,221.00
Vendor 1162 - ENDICOTT COMM, INC. - CV Totals: Invoices 1, Invoice Net Amount $98.20
Vendor 1040 - Ennis Paint, Inc Totals: Invoices 1, Invoice Net Amount $978.48
Vendor 629 - Ewing Irrigation Products Totals: Invoices 4, Invoice Net Amount $839.65
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Vendor Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1689</td>
<td>Recover Awnings at City Hall West</td>
<td>Paid by Check #284130</td>
<td>10/30/2019</td>
<td>11/21/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>5,000.00</td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------</td>
<td>-------------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>0393025</td>
<td>MONTHLY SHREDDING SERVICES, OCTOBER 2019</td>
<td>Paid by EFT #5516</td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>11/12/2019</td>
<td>11/21/2019</td>
<td>60.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0391751</td>
<td>MONTHLY GRM ACCOUNT MAINTENANCE FEE, OCTOBER 2019</td>
<td>Paid by EFT #5516</td>
<td>01/10/2031</td>
<td>11/21/2019</td>
<td>11/12/2019</td>
<td>11/21/2019</td>
<td>10.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 985 - GRM Information Management Services, Inc</td>
<td>Invoices</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$689.17</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>001V4883</td>
<td>GROUND MAINTENANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1550 - Harrington Industrial Plastics LLC Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$101.68</td>
<td></td>
</tr>
<tr>
<td>CPR-305</td>
<td>CLAIMS ADMIN FEE WORKER'S COMP NOVEMBER 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1390 - Hazelrigg Claims Management Services (ACH) Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>3,833.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 398 - HDL Coren &amp; Cone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>003157</td>
<td>CITY HALL PLANTER</td>
<td>Paid by Check #284136</td>
<td>11/05/2019</td>
<td>11/21/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>637.58</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 398 - HDL Coren &amp; Cone Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,946.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 436 - Horizon Nursery</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td>Vendor 913 - I Copy, Inc (ibe digital) Totals</td>
<td>Invoices</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 134 - Jas Pacific, Inc. Totals</td>
<td>Invoices</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 963 - JCL Traffic Services ACH Totals</td>
<td>Invoices</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102513</td>
<td>BUILDING AND SAFETY SERVICES 8/1/19-8/31/19</td>
<td>Paid by Check #284137</td>
<td>09/05/2019</td>
<td>11/21/2019</td>
<td>11/21/2019</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>3,923.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 963 - JCL Traffic Services ACH Totals</td>
<td>Invoices</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 122 - John L Hunter &amp; Associates Inc. Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 428 - Johnstone Supply Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 767 - KELDON PAPER Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 397 - KOA Corp./CBM Consulting Inc. Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vendor 1798 - Krueger International, Inc Totals</td>
<td>Invoices</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 134 - Jas Pacific, Inc. Totals | Invoices | 8 | $3,923.50 |
Vendor 963 - JCL Traffic Services ACH Totals | Invoices | 2 | $479.57 |
Vendor 122 - John L Hunter & Associates Inc. Totals | Invoices | 1 | $778.75 |
Vendor 428 - Johnstone Supply Totals | Invoices | 1 | $145.20 |
Vendor 767 - KELDON PAPER Totals | Invoices | 1 | $474.43 |
Vendor 397 - KOA Corp./CBM Consulting Inc. Totals | Invoices | 1 | $2,829.60 |
Vendor 1798 - Krueger International, Inc Totals | Invoices | 1 | $4,471.98 |
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Invoiced By</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>201910PR</td>
<td>MANNING RD TO DIMARIA RD STREET NAME CHANGE</td>
<td>Paid by Check #284142</td>
<td></td>
<td>10/03/2019</td>
<td>11/21/2019</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>2,990.00</td>
<td></td>
</tr>
<tr>
<td>9981</td>
<td>LERN MEMBERSHIPS, 5 EMPLOYEES</td>
<td>Paid by Check #284143</td>
<td></td>
<td>10/30/2019</td>
<td>11/21/2019</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>395.00</td>
<td></td>
</tr>
<tr>
<td>86686</td>
<td>MONTHLY LANDSCAPING FOR OCTOBER 2019</td>
<td>Paid by Check #284144</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>18,750.00</td>
<td></td>
</tr>
<tr>
<td>1366</td>
<td>UMPIRE SERVICES FOR SENIOR LEAGUE, 11/14/19</td>
<td>Paid by EFT #5522</td>
<td></td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>35.00</td>
<td></td>
</tr>
<tr>
<td>0915</td>
<td>STRATEGIC COMM, MEDIA RELATION &amp; REPUTATION COUNSEL SEP 2019</td>
<td>Paid by Check #284145</td>
<td></td>
<td>11/05/2019</td>
<td>11/21/2019</td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>3,342.05</td>
<td></td>
</tr>
<tr>
<td>0916</td>
<td>STRATEGIC COMM, MEDIA RELATION &amp; REPUTATION COUNSEL AUGUST 2019</td>
<td>Paid by Check #284145</td>
<td></td>
<td>11/05/2019</td>
<td>11/21/2019</td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>3,132.05</td>
<td></td>
</tr>
<tr>
<td>0061338</td>
<td>PROFESSIONAL SERVICES 9/1/19</td>
<td>Paid by EFT #5523</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td>8,625.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 181 - LA County Sheriffs Department</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,330.57</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1883 - Lea Reis, PE</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,990.00</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1404 - Learning Resources Network, Inc (LERN)</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$395.00</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1688 - Mariposa Landscapes, Inc</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$18,750.00</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1366 - Ben Martinez</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$35.00</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1520 - Milagro Strategy Group</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$6,474.10</td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 340 - Moore, Iacofano, Goltsman, Inc.</strong></td>
<td><strong>Invoices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>------------------</td>
</tr>
<tr>
<td>972 - Professional Lighting &amp; Electric (Jeff Mangrum)</td>
<td>LIGHT REPAIRS GOLF COURSE</td>
<td>Paid by Check #284151</td>
<td>3660</td>
<td>10/24/2019</td>
<td>11/21/2019</td>
<td>11/21/2019</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>2,250.00</td>
</tr>
<tr>
<td>423 - Rio Hondo Community College District</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Totals**

**1075 - Nationwide Cost Recovery Services, LLC**
- Invoices: 2
- Total: $1,316.00

**555 - Oromill Lumber, Inc.**
- Invoices: 1
- Total: $261.39

**1115 - Pac Van**
- Invoices: 1
- Total: $88.21

**1032 - Pacific Telemanagement Services (PTS)**
- Invoices: 1
- Total: $231.00

**1336 - Power Trip Rentals, Inc**
- Invoices: 1
- Total: $505.48

**972 - Professional Lighting & Electric (Jeff Mangrum)**
- Invoices: 2
- Total: $2,875.00

**508 - Quality Code Publishing**
- Invoices: 1
- Total: $2,228.85

**45 - IRMA RANGEL**
- Invoices: 1
- Total: $114.00
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1920MISCCOPRQ145</td>
<td>1ST QUARTER JULY-SEPTEMBER 2019 SERVICES</td>
<td>Paid by Check #284154</td>
<td></td>
<td>11/05/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td>500.00</td>
</tr>
<tr>
<td>15770</td>
<td>CONTRACT INSTRUCTOR-LOW IMPACT AEROBICS 11/5-11/21/19</td>
<td>Paid by EFT #5525</td>
<td></td>
<td>11/12/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>78.00</td>
</tr>
<tr>
<td>3017184809</td>
<td>PARTS FOR UNIT 296</td>
<td>Paid by EFT #5527</td>
<td></td>
<td>11/05/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>125.43</td>
</tr>
<tr>
<td>S100144158.002</td>
<td>WATERWORKS SUPPLIES</td>
<td>Paid by Check #284156</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/19/2019</td>
<td>11/21/2019</td>
<td>8,703.15</td>
</tr>
<tr>
<td>S100144678.001</td>
<td>MAINTENANCE AND SERVICE REPAIRS</td>
<td>Paid by Check #284156</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/15/2019</td>
<td>11/21/2019</td>
<td>70.72</td>
</tr>
<tr>
<td>759</td>
<td>LEGAL ADS FOR OCTOBER 2019</td>
<td>Paid by Check #284157</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>1,140.75</td>
</tr>
<tr>
<td>551</td>
<td>Security Signal Devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vendor 423 - Rio Hondo Community College District Totals: Invoices 1 $500.00
Vendor 420 - Robert Klein Printers Totals: Invoices 2 $99.22
Vendor 1081 - Susan Rodriguez Totals: Invoices 1 $78.00
Vendor 991 - Juan Rosales Totals: Invoices 2 $234.00
Vendor 310 - Rush Truck Centers of California, Inc. (ACH) Totals: Invoices 1 $125.43
Vendor 726 - S & J Supply Co., Inc. Totals: Invoices 2 $8,773.87
Vendor 1552 - S & S LaBarge Golf Inc Totals: Invoices 1 $22,800.12
Vendor 759 - San Gabriel Valley Tribune Co. Totals: Invoices 1 $1,140.75
Vendor 551 - Security Signal Devices Totals: Invoices 1 $1,140.75
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-00102477</td>
<td>ALARM MONITORING FOR WATER FACILITIES 2/1/19-4/30/19</td>
<td>Paid by EFT #5529</td>
<td></td>
<td>01/10/2019</td>
<td>11/21/2019</td>
<td>11/15/2019</td>
<td>11/21/2019</td>
<td>4,084.08</td>
<td></td>
</tr>
<tr>
<td>R-00137348</td>
<td>ALARM MONITORING FOR WATER FACILITIES 8/1/19-10/31/19</td>
<td>Paid by EFT #5529</td>
<td></td>
<td>07/11/2019</td>
<td>11/21/2019</td>
<td>11/15/2019</td>
<td>11/21/2019</td>
<td>4,753.29</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 551 - Security Signal Devices Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$13,590.66</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1031 - Shoeteria</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0000856-IN</td>
<td>WORK BOOTS FOR JONATHAN FLORES</td>
<td>Paid by EFT #5530</td>
<td></td>
<td>10/13/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>197.06</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1031 - Shoeteria Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$397.06</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 27 - Luz Silva</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 27 - Luz Silva Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$258.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1222 - DANIELLE EILEEN SPINDOLA</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1222 - DANIELLE EILEEN SPINDOLA Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$216.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 929 - Bernadette M. Sterling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 929 - Bernadette M. Sterling Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$291.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 936 - Sunbelt Rentals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 936 - Sunbelt Rentals Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$227.26</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1461 - Super Birthday, Inc</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22890</td>
<td>HOLIDAY FESTIVAL ADDITIONAL HOUR FOR TRAIN RIDE</td>
<td>Paid by Check #284160</td>
<td></td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>250.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vendor 1461 - Super Birthday, Inc Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$250.00</strong></td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------------------</td>
<td>---------------------------</td>
<td>-------------</td>
<td>--------------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>339628</td>
<td>FLAG POLE CITY HALL</td>
<td>Paid by Check #284161</td>
<td></td>
<td>11/05/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>35.00</td>
</tr>
<tr>
<td>37883300009</td>
<td>PROF SERVICES THROUGH 10/31/19, PARKING ANALYSIS</td>
<td>Paid by EFT #5537</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/2019</td>
<td>11/18/2019</td>
<td>11/18/2019</td>
<td>11/21/2019</td>
<td>18,100.00</td>
</tr>
</tbody>
</table>

**Vendor Totals**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Invoices</th>
<th>Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>699 - The Flag Shop</td>
<td>Totals</td>
<td>1</td>
<td>$35.00</td>
</tr>
<tr>
<td>86 - The Sauce Creative Services</td>
<td>Totals</td>
<td>1</td>
<td>$530.88</td>
</tr>
<tr>
<td>435 - The Sherwin-Williams Co.</td>
<td>Totals</td>
<td>3</td>
<td>$1,093.28</td>
</tr>
<tr>
<td>413 - TRUSAIC</td>
<td>Totals</td>
<td>1</td>
<td>$1,818.00</td>
</tr>
<tr>
<td>304 - Vali Cooper &amp; Associates, Inc.</td>
<td>Totals</td>
<td>1</td>
<td>$28,542.40</td>
</tr>
<tr>
<td>1056 - KATHLYNN VASQUEZ</td>
<td>Totals</td>
<td>1</td>
<td>$2,375.00</td>
</tr>
<tr>
<td>695 - Vulcan Materials Co. (ACH)</td>
<td>Totals</td>
<td>4</td>
<td>$1,275.64</td>
</tr>
<tr>
<td>Walker Consultants</td>
<td>Totals</td>
<td>1</td>
<td>$18,100.00</td>
</tr>
<tr>
<td>Warren Distributing, Inc</td>
<td>Totals</td>
<td>1</td>
<td>$85.44</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:00:14 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1903-524367</td>
<td>MECHANIC SHOP SUPPLIES</td>
<td>Paid by Check #284164</td>
<td></td>
<td>11/06/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>348.12</td>
</tr>
<tr>
<td>1903-524372</td>
<td>MECHANIC SHOP SUPPLIES</td>
<td>Paid by Check #284164</td>
<td></td>
<td>11/06/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>50.19</td>
</tr>
<tr>
<td>1903-524584</td>
<td>PARTS FOR UNIT 285</td>
<td>Paid by Check #284164</td>
<td></td>
<td>11/06/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>108.94</td>
</tr>
</tbody>
</table>

Vendor 947 - WEBSTER’S BEE REMOVAL SERVICE

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1347</td>
<td>BEE REMOVAL FROM PARAMOUNT AND BEVERLY</td>
<td>Paid by Check #284165</td>
<td></td>
<td>10/30/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>235.00</td>
</tr>
<tr>
<td>1346</td>
<td>BEE REMOVAL FROM 9274 WASHINGTON BLVD</td>
<td>Paid by Check #284165</td>
<td></td>
<td>10/31/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>235.00</td>
</tr>
</tbody>
</table>

Vendor 947 - WEBSTER’S BEE REMOVAL SERVICE Totals

<table>
<thead>
<tr>
<th>Vendor 947 - WEBSTER’S BEE REMOVAL SERVICE</th>
<th>Invoices</th>
<th>$592.69</th>
</tr>
</thead>
</table>

Vendor 366 - Whittier Fertilizer Company

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>35063</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/21/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>97.02</td>
</tr>
<tr>
<td>35065</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/21/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>97.02</td>
</tr>
<tr>
<td>35066</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/21/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>97.02</td>
</tr>
<tr>
<td>35068</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/21/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>97.02</td>
</tr>
<tr>
<td>35067</td>
<td>MULCH FOR HORSE TRAIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/21/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>97.02</td>
</tr>
<tr>
<td>350812</td>
<td>LINE MARKER FOR PARK FIELDS</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/22/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>195.69</td>
</tr>
<tr>
<td>350847</td>
<td>TOP SOIL</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/23/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>16.98</td>
</tr>
<tr>
<td>351018</td>
<td>DIRT FOR RIVERA PARK, BACKFILL - ELECTRICAL LINE</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/29/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>72.77</td>
</tr>
<tr>
<td>351040</td>
<td>HAND SPRAYERS</td>
<td>Paid by Check #284166</td>
<td></td>
<td>10/30/2019</td>
<td>11/21/19</td>
<td>11/18/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>195.67</td>
</tr>
</tbody>
</table>

Vendor 366 - Whittier Fertilizer Company Totals

<table>
<thead>
<tr>
<th>Vendor 366 - Whittier Fertilizer Company</th>
<th>Invoices</th>
<th>$470.00</th>
</tr>
</thead>
</table>

Vendor 354 - Willdan Associates

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00618158</td>
<td>ROSEMEAD AT GALLATIN LEFT TURN STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/13/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>800.00</td>
</tr>
<tr>
<td>00618797</td>
<td>TRAFFIC ENGINEER SVCS FY 19-22</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>08/07/2019</td>
<td>11/21/19</td>
<td>11/19/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>1,930.00</td>
</tr>
<tr>
<td>00618060</td>
<td>PICO TRAFFIC ON-CALL ENGINEERING SVC</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>09/26/2019</td>
<td>11/21/19</td>
<td>11/19/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>1,587.00</td>
</tr>
<tr>
<td>00618152</td>
<td>BEVERLY CROSSING TRAFFIC STUDY REVIEW</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/19/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>60.00</td>
</tr>
<tr>
<td>00618153</td>
<td>ISORA/ZOLA STOP WARRANT STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/13/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>2,010.25</td>
</tr>
<tr>
<td>00618154</td>
<td>KRUSE RD TRAFFIC CALMING STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/13/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>2,200.00</td>
</tr>
<tr>
<td>00618155</td>
<td>SANDLOCK ST TRAFFIC CALMING STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/13/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>2,200.00</td>
</tr>
<tr>
<td>00618156</td>
<td>ELBA ST TRAFFIC CALMING STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/13/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>2,129.50</td>
</tr>
<tr>
<td>00618157</td>
<td>IRWL SCHOOL CROSSWALK STUDY</td>
<td>Paid by EFT #5538</td>
<td></td>
<td>10/16/2019</td>
<td>11/21/19</td>
<td>11/19/19</td>
<td>11/21/19</td>
<td>11/21/19</td>
<td>2,180.00</td>
</tr>
</tbody>
</table>

Vendor 354 - Willdan Associates Totals

<table>
<thead>
<tr>
<th>Vendor 354 - Willdan Associates</th>
<th>Invoices</th>
<th>$1,014.72</th>
</tr>
</thead>
</table>

Run by Ricky Rao on 12/03/2019 08:00:14 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-00019440 - Wolverine Fence Company, Inc</td>
<td>DEPOSIT REFUND FOR PAP 2019-00001839</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$300.00</td>
</tr>
<tr>
<td>SANDRA ESTRADA</td>
<td>REFUND: INDIO TAMALE FESTIVAL #15828</td>
<td></td>
<td>Paid by Check #284172</td>
<td>11/08/2019</td>
<td>11/21/2019</td>
<td>11/13/2019</td>
<td>11/21/2019</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>MARIA LUISA NAJERA</td>
<td>REIMBURSEMENT FOR MILEAGE TO VARIOUS TRAININGS 10/17/19-11/13/19</td>
<td></td>
<td>Paid by Check #284174</td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td>11/14/2019</td>
<td>11/21/2019</td>
<td></td>
<td>$71.21</td>
</tr>
<tr>
<td>SANDRA VASQUEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,300.00</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Invoice Description</td>
<td>Status</td>
<td>Held Reason</td>
<td>Invoice Date</td>
<td>Due Date</td>
<td>G/L Date</td>
<td>Received Date</td>
<td>Payment Date</td>
<td>Invoice Net Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
<td>--------</td>
<td>-------------</td>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>--------------</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Totals</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$401,697.31</td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:00:14 AM
PAYROLL REGISTER P/P 11/09/19 - 11/22/19

Pay Date: 11/27/19

VOID ACH CKS

VOID CKS

SPECIAL CKS

CKS

101430 - 101433 2,101.20

ACH

526233 - 526584 376,435.27

TOTAL 378,536.47
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Vendor</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Invoices 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Run by Ricky Rao on 12/03/2019 08:07:34 AM
<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Status</th>
<th>Held Reason</th>
<th>Invoice Date</th>
<th>Due Date</th>
<th>G/L Date</th>
<th>Received Date</th>
<th>Payment Date</th>
<th>Invoice Net Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$51,852.66</td>
</tr>
</tbody>
</table>

Grand Totals: $51,852.66
To: Mayor and City Council
From: City Manager
Meeting Date: December 10, 2019
Subject: APPROVE CALIFORNIA CHOICE ENERGY AUTHORITY TO ENTER INTO A LONG-TERM RENEWABLE ENERGY CONTRACT WITH TEHACHAPI PLAINS WIND, LLC ON BEHALF OF PICO RIVERA INNOVATIVE MUNICIPAL ENERGY

Recommendation:

1. Approve California Choice Energy Authority (CalChoice) to enter into a long-term renewable energy contract with Tehachapi Plains Wind, LLC on behalf of Pico Rivera Innovative Municipal Energy (PRIME).

Fiscal Impact:

A total of $960,113 annually for 12 years will be invoiced to PRIME (Account No. 560.16.1635-54275) according to generation volumes produced each calendar year. Sufficient PRIME revenues will be generated to cover operating expenses, power procurement, and reserve funds that will provide financial and rate stability to the program.

Background:

In October 2015, the State of California enacted Senate Bill 350 (SB 350), the Clean Energy and Pollution Reduction Act of 2015. SB 350 established new clean energy, clean air, and greenhouse gas reduction goals for the state. Specifically, it requires that all load serving entities, including Community Choice Aggregators (CCAs) enter into long-term renewable energy contracts, with energy delivery to begin by the 2021 – 2024 compliance period (Compliance Period 4).

Discussion:

In order to meet the requirements of SB 350, CalChoice, working on behalf of PRIME and its other member agencies, issued a Request for Proposals for Renewable Energy Projects in December 2018. CalChoice received over 100 proposals then held a workshop with all of the member agencies to review and short-list proposals based on cost, location, and portfolio diversity. Several wind, solar, biowaste, and small hydro-electric projects were short-listed.
CalChoice and its legal and technical team have negotiated and finalized commercial and contract terms on behalf of PRIME and its other member agencies with Terra-Gen, LLC for its Tehachapi Plains Wind project. The Tehachapi Plains Wind project is a 28.2 MW project in southern Kern County, with a commercial delivery date of January 2021. PRIME will receive 20% of the project’s generation.

As a condition of the contract, Tehachapi Plains Wind, LLC recognizes and accepts the secured deposit account in the name of PRIME as credit and collateral, and no other security or credit backing by the City or CalChoice will be required.

With the execution of this contract, which fulfills approximately 18% of PRIME’s long-term requirement, PRIME will have contracted for a total of 34% of its state obligation for Compliance Period 4 as mandated by SB 350. CalChoice and its legal and technical team spent several months negotiating and finalizing commercial and contract terms on behalf of its member agencies with various counterparties, and continues to do so. Staff will be returning in the upcoming months with additional contract approval requests.

**Conclusion:**

Based on the foregoing, it is recommended that the City Council approve CalChoice to enter into a long-term renewable contract with Tehachapi Plains Wind, LLC on behalf of PRIME.

Steve Carmona

SC:KF:ac

Enclosure: 1) Agreement
POWER PURCHASE AND SALE AGREEMENT

COVER SHEET

Seller: Tehachapi Plains Wind, LLC

Buyer: California Choice Energy Authority, a California joint powers authority, on behalf of City of Pico Rivera, a California municipal corporation and general law city d/b/a Pico Rivera Innovative Municipal Energy

PPA Buyers:

- California Choice Energy Authority, a California joint powers authority, on behalf of City of Pico Rivera, a California municipal corporation and general law city d/b/a Pico Rivera Innovative Municipal Energy - (14%)

Description of Facility: “Facility” means a 28.8 MW wind-powered electric generating facility comprised of three sub-projects: a 14.4 MW wind sub-project interconnecting to SCE’s Windhub Substation, a 7.2 wind sub-project interconnecting to SCE’s Puff 12 kV distribution circuit, and a 7.2 MW wind sub-project interconnecting to SCE’s Keene 12kV distribution circuit, all as further described in Exhibit A

Guaranteed Commercial Operation Date: January 1, 2021 [Note: to be confirmed]

Milestones: [Note: to be provided]

<table>
<thead>
<tr>
<th>Identify Milestone</th>
<th>Date for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence of Site Control</td>
<td></td>
</tr>
<tr>
<td>Documentation of Conditional Use Permit if required:</td>
<td></td>
</tr>
<tr>
<td>Identify Milestone</td>
<td>Date for Completion</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>CEQA [ ] Cat Ex, [ ]Neg Dec, [ ]Mitigated Neg Dec, [x]EIR</td>
<td></td>
</tr>
<tr>
<td>Seller’s receipt of Phase I and Phase II Interconnection study results for Seller’s Interconnection Facilities</td>
<td></td>
</tr>
<tr>
<td>Executed Interconnection Agreements</td>
<td></td>
</tr>
<tr>
<td>Financial Close</td>
<td></td>
</tr>
<tr>
<td>Expected Construction Start Date</td>
<td></td>
</tr>
<tr>
<td>Initial Synchronization</td>
<td></td>
</tr>
<tr>
<td>Network Upgrades completed (evidenced by delivery of permission to parallel letter from the PTO)</td>
<td></td>
</tr>
<tr>
<td>Expected Commercial Operation Date</td>
<td>January 1, 2021</td>
</tr>
</tbody>
</table>

**Delivery Term:** Twelve (12) Contract Years

**Delivery Term Expected Energy:**

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Expected Energy (MWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 12</td>
<td></td>
</tr>
</tbody>
</table>

**Contract Price:**

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Contract Price ($/MWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 12</td>
<td></td>
</tr>
</tbody>
</table>

**Product:** Buyer’s Share of:

- [x] Energy
- [x] Green Attributes (if Renewable Energy Credit, please check the applicable box below):
  - [x] Portfolio Content Category 1
  - [ ] Portfolio Content Category 2
  - [ ] Portfolio Content Category 3
Capacity Attributes

Deliverability:

☐ Energy Only Status
☒ Full Capacity Deliverability Status

a) If Full Capacity Deliverability Status is selected, provide the Expected FCDS Date: Commercial Operation Date

Scheduling Coordinator: Seller/Seller Third-Party

Development Security: [blank]

Performance Security: [blank]

Damage Payment: [blank]

[Signatures on following page.]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SELLER

By: ____________________________
Name: Gustavo E. Luna
Title: Sr. Vice President

BUYER

By: ____________________________

Acknowledged: City of Pico Rivera, a California municipal corporation and general law city d/b/a Pico Rivera Innovative Municipal Energy.

CITY OF PICO RIVERA

By: ____________________________
Name: ____________________________
Title: ____________________________

For City of Pico Rivera (“PR”) only.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TOPIC</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Contract Definitions</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Rules of Interpretation</td>
<td>17</td>
</tr>
<tr>
<td>2</td>
<td>TERM; CONDITIONS PRECEDENT</td>
<td>18</td>
</tr>
<tr>
<td>2.1</td>
<td>Contract Term</td>
<td>18</td>
</tr>
<tr>
<td>2.2</td>
<td>Conditions Precedent</td>
<td>19</td>
</tr>
<tr>
<td>2.3</td>
<td>Progress Reports</td>
<td>20</td>
</tr>
<tr>
<td>2.4</td>
<td>Remedial Action Plan</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>PURCHASE AND SALE</td>
<td>20</td>
</tr>
<tr>
<td>3.1</td>
<td>Sale of Product</td>
<td>20</td>
</tr>
<tr>
<td>3.2</td>
<td>Sale of Green Attributes</td>
<td>20</td>
</tr>
<tr>
<td>3.3</td>
<td>Compensation</td>
<td>21</td>
</tr>
<tr>
<td>3.4</td>
<td>Imbalance Energy</td>
<td>21</td>
</tr>
<tr>
<td>3.5</td>
<td>Ownership of Renewable Energy Incentives</td>
<td>21</td>
</tr>
<tr>
<td>3.6</td>
<td>Future Environmental Attributes</td>
<td>22</td>
</tr>
<tr>
<td>3.7</td>
<td>Test Energy</td>
<td>22</td>
</tr>
<tr>
<td>3.8</td>
<td>Capacity Attributes</td>
<td>22</td>
</tr>
<tr>
<td>3.9</td>
<td>Resource Adequacy Failure</td>
<td>23</td>
</tr>
<tr>
<td>3.10</td>
<td>CEC Certification and Verification</td>
<td>23</td>
</tr>
<tr>
<td>3.11</td>
<td>Eligibility</td>
<td>23</td>
</tr>
<tr>
<td>3.12</td>
<td>California Renewables Portfolio Standard</td>
<td>23</td>
</tr>
<tr>
<td>3.13</td>
<td>Compliance Expenditure Cap</td>
<td>24</td>
</tr>
<tr>
<td>4</td>
<td>OBLIGATIONS AND DELIVERIES</td>
<td>25</td>
</tr>
<tr>
<td>4.1</td>
<td>Delivery</td>
<td>25</td>
</tr>
<tr>
<td>4.2</td>
<td>Title and Risk of Loss</td>
<td>25</td>
</tr>
<tr>
<td>4.3</td>
<td>Scheduling Coordinator Responsibilities</td>
<td>25</td>
</tr>
<tr>
<td>4.4</td>
<td>Forecasting</td>
<td>25</td>
</tr>
<tr>
<td>4.5</td>
<td>Reserved</td>
<td>26</td>
</tr>
<tr>
<td>4.6</td>
<td>Reduction in Delivery Obligation</td>
<td>26</td>
</tr>
<tr>
<td>4.7</td>
<td>Expected Energy and Guaranteed Energy Production</td>
<td>27</td>
</tr>
<tr>
<td>4.8</td>
<td>WREGIS</td>
<td>28</td>
</tr>
<tr>
<td>5</td>
<td>TAXES</td>
<td>29</td>
</tr>
<tr>
<td>5.1</td>
<td>Allocation of Taxes and Charges</td>
<td>29</td>
</tr>
<tr>
<td>5.2</td>
<td>Cooperation</td>
<td>29</td>
</tr>
<tr>
<td>6</td>
<td>MAINTENANCE OF THE FACILITY</td>
<td>30</td>
</tr>
<tr>
<td>6.1</td>
<td>Maintenance of the Facility</td>
<td>30</td>
</tr>
</tbody>
</table>
Exhibits:
Exhibit A  Description of the Facility
Exhibit B  Facility Construction and Commercial Operation
Exhibit C  Reserved
Exhibit D  Notices
Exhibit E  Reserved
Exhibit F  Guaranteed Energy Production Damages Calculation
Exhibit G  Progress Reporting Form
Exhibit H  Reserved
Exhibit I-1 Form of Commercial Operation Date Certificate
Exhibit I-2 Form of Installed Capacity Certificate
Exhibit J  Form of Construction Start Certificate
Exhibit K  Form of Letter of Credit
Exhibit L  Form of Replacement RA Notice
This Power Purchase and Sale Agreement ("Agreement") is entered into as of December [__], 2019 (the "Effective Date"), between Seller and Buyer (each also referred to as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility in the location identified in Exhibit A; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, Buyer’s Share of all Energy generated by the Facility, all Green Attributes related to the generation of such Energy, and Buyer’s Share of all Capacity Attributes;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1
DEFINITIONS

1.1 Contract Definitions. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“AC” means alternating current.

“Accepted Compliance Costs” has the meaning set forth in Section 3.13.

“Adjusted Energy Production” has the meaning set forth in Exhibit F.

“Affiliate” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“Agreement” has the meaning set forth in the Preamble and includes any exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

“Available Capacity” means the capacity from the Facility, expressed in whole MWs, that is available to generate Energy.
“Bankrupt” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismmissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“Buyer” has the meaning set forth on the Cover Sheet.

“Buyer Default” means a failure of Buyer to perform its material obligations hereunder.

[“Buyer Lockbox Arrangement” has the meaning set forth in Section 8.11.

“Buyer’s Security Interest” has the meaning set forth in Section 8.9.

“Buyer’s Share” means [City of Pico Rivera: twenty percent (20%)].

“Buyer’s WREGIS Account” has the meaning set forth in Section 4.8(a).

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Approved Meters” means one or more CAISO approved revenue quality meter or meters, CAISO approved data processing gateways or remote intelligence gateways, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Energy produced by the Facility net of Electrical Losses and Station Use.

“CAISO Costs” means the debits, costs, penalties and interest that are directly assigned by the CAISO to the CAISO Resource IDs for the Facility for, or attributable to, Scheduling or deliveries from the Facility under this Agreement in each applicable Settlement Interval.
“CAISO Grid” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“CAISO Operating Order” means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

“CAISO Resource IDs” means the numbers or names assigned by the CAISO to the CAISO Approved Meters.

“CAISO Revenues” means the credits and other payments incurred or received by Seller, as the Facility’s Scheduling Coordinator, as a result of Scheduling or energy from the Facility delivered by Seller to any CAISO administered market, including costs and revenues associated with CAISO dispatches, for each applicable Settlement Interval.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“California Renewables Portfolio Standard” or “RPS” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, inter alia, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“Capacity Attribute” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the CAISO Grid at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

“Capacity Damages” has the meaning set forth in Exhibit B.

“CEC” means the California Energy Commission or its successor agency.

“CEC Certification and Verification” means that the CEC has certified (or, with respect to periods before the Facility has commenced commercial operation (as such term is defined by and according to the CEC), that the CEC has pre-certified) that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Energy generated by the Facility qualifies as generation from an Eligible Renewable Energy Resource.

“Change of Control” means any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; provided that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in
Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“Commercial Operation” has the meaning set forth in Exhibit B.

“Commercial Operation Date” has the meaning set forth in Exhibit B.

“Commercial Operation Delay Damages”

“Compliance Actions” has the meaning set forth in Section 3.13.

“Compliance Expenditure Cap” has the meaning set forth in Section 3.13.

“Confidential Information” has the meaning set forth in Section 19.1.

“Construction Start” has the meaning set forth in Exhibit B.

“Construction Start Date” has the meaning set forth in Exhibit B.

“Contract Price” has the meaning set forth on the Cover Sheet.

“Contract Term” has the meaning set forth in Section 2.1.

“Contract Year” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“Cover Sheet” means the cover sheet to this Agreement, completed by Seller and incorporated into this Agreement.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.
“Curtailed Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Curtailment Period; provided that, if the Metered Energy is greater than the calculation of potential generation, then the Curtailed Energy shall be zero (0) MWh.

“Curtailment Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of Energy from the Facility for the following reasons: (i) any System Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner or distribution operator (if interconnected to distribution or sub-transmission system) for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner’s electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner’s transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy to the Delivery Points; or

(d) a curtailment in accordance with Seller’s obligations under its Interconnection Agreements with the Participating Transmission Owner or distribution operator;

provided, however, that Buyer may not issue any Curtailment Order or any other instruction to curtail or reduce deliveries or output associated with Energy, Scheduled Energy or Metered Energy.

“Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility pursuant to a Curtailment Order.

“Daily Delay Damages”
“Damage Payment”

“Day-Ahead LMP” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Schedule” has the meaning set forth in the CAISO Tariff.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Facility would have produced and delivered to the Delivery Points for sale hereunder, but that is not produced by the Facility and delivered to the Delivery Points during a Market Curtailment Period, which amount shall be equal to Buyer’s Share of the result of the equation provided by Seller to reasonably calculate the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the Market Curtailment Period less the amount of Metered Energy delivered to the Delivery Points during the Market Curtailment Period; provided that, if the Metered Energy is greater than the calculation of potential generation, then the Deemed Delivered Energy shall be zero (0).

“Defaulting Party” has the meaning set forth in Section 11.1(a).

“Deficient Month” has the meaning set forth in Section 4.8(e).

“Delivery Points” means the PNodes designated by the CAISO for the Facility.

“Delivery Term” shall mean the period of twelve (12) Contract Years beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“Development Cure Period” has the meaning set forth in Exhibit B.

“Development Security”

“Early Termination Date” has the meaning set forth in Section 11.2.

“Economic Bid” has the meaning set forth in the CAISO Tariff.

“Effective Date” has the meaning set forth on the Preamble.

“Effective FCDS Date” means the date identified in Seller’s Notice to Buyer (along with a Full Capacity Deliverability Status Finding from CAISO) as the date that the Facility has attained Full Capacity Deliverability Status.

“EIRP Forecast” means the final forecast of the Energy to be produced by the Facility prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol.
“Electrical Losses” means all transmission or transformation losses between each portion of the Facility and the applicable Delivery Point corresponding to such portion of the Facility.

“Eligible Intermittent Resources Protocol” has the meaning set forth in the CAISO Tariff.

“Eligible Renewable Energy Resource” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“Energy” means electrical energy, measured in MWh.

“Event of Default” has the meaning set forth in Section 11.1.

“Expected Energy” has the meaning set forth in Section 4.7.

“Expected FCDS Date” means the date set forth in the deliverability Section of the Cover Sheet which is the date the Facility is expected to achieve Full Capacity Deliverability Status.

“Facility” has the meaning set forth on the Cover Sheet.

“FERC” means the Federal Energy Regulatory Commission or any successor government agency.

“Financial Close” means Seller and/or one of its Affiliates has obtained debt and/or equity financing commitments from one or more Lenders sufficient to construct the Facility, including such financing commitments from Seller’s owner(s).

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Forced Facility Outage” means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at one or more of the Delivery Points and that is not the result of a Force Majeure Event.

“Forward Certificate Transfers” has the meaning set forth in Section 4.8(a).

“Full Capacity Deliverability Status” has the meaning set forth in the CAISO Tariff.

“Full Capacity Deliverability Status Finding” means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.

“Future Environmental Attributes” shall mean any and all emissions, air quality or other environmental attributes (other than Green Attributes or Renewable Energy Incentives) under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in
the future, to the generation of electrical energy by the Facility. Future Environmental Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Production Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and includes the value of Green Attributes and Capacity Attributes.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; provided, however, that “Governmental Authority” shall not in any event include any Party.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy generated by the Facility. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the
Facility for compliance with local, state, or federal operating and/or air quality permits. If the Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated “green tags” in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Guaranteed Capacity” means twenty-eight and four-tenths (28.8) MW AC capacity measured at the Delivery Points.

“Guaranteed Commercial Operation Date” has the meaning set forth in Exhibit B.

“Guaranteed Construction Start Date” has the meaning set forth in Exhibit B.

“Guaranteed Energy Production” means the amount of Energy, in any given Settlement Period or Settlement Interval, by which the amount of Metered Energy deviates from the amount of Scheduled Energy.

“Imbalance Energy” means the amount of Energy, in any given Settlement Period or Settlement Interval, by which the amount of Metered Energy deviates from the amount of Scheduled Energy.

“Indemnified Party” has the meaning set forth in Section 17.1.

“Indemnifying Party” has the meaning set forth in Section 17.1.

“Initial Synchronization” means the initial delivery of Energy from the Facility to a Delivery Point.

“Installed Capacity” means the actual installed nameplate generating capacity of the Facility less expected Electrical Losses and Station Use, but not to exceed the Guaranteed Capacity, as evidenced by a certificate provided by Seller to Buyer and substantially in the form attached as Exhibit I-2 hereto. [Note: to be updated] [Note: to be discussed]

“Interim Deliverability Status” has the meaning set forth in CAISO Tariff.

“Inter-SC Trade” or “IST” has the meaning set forth in CAISO Tariff.

“Interconnection Agreements” means the interconnection agreements entered into by Seller or its Affiliates pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.
“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreements.

“Intercreditor and Collateral Agency Agreement” means that certain Intercreditor and Collateral Agency Agreement, dated as of [PR: June 30, 2017, by and among River City Bank, as Collateral Agent, the Secured Creditors, and Member]. [Note: credit provisions under review]

“Interest Rate” has the meaning set forth in Section 8.2.

[“Joint Powers Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).]

“Joint Powers Agreement” means that certain Joint Powers Agreement dated August 12, 2012, as amended, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.]

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt, equity, public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“Letter(s) of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

3 For California Choice Energy Authority only.
“Local Capacity Area Resources” has the meaning set forth in the CAISO Tariff.

“Locational Marginal Price” or “LMP” has the meaning set forth in CAISO Tariff.

“Lockbox Account” has the meaning set forth in the Security Agreement.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“Lost Output” has the meaning set forth in Exhibit F.

“Market Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Facility during a Settlement Period or Settlement Interval in which there is a Negative LMP.

“Master File” has the meaning set forth in the CAISO Tariff.

[“Member” means City of Pico Rivera.]

“Member Lockbox Arrangement” has the meaning set forth in Section 8.11.

“Member Performance Security” means cash or Letter of Credit in a commercially reasonable amount, as agreed by the Parties. [Note: credit provisions under review]

“Metered Energy” means Buyer’s Share of Energy generated by the Facility expressed in MWh, as recorded by the CAISO Approved Meters and net of all Electrical Losses and Station Use.

“Milestones” means the development activities for significant permitting, interconnection, financing and construction milestones set forth in the Cover Sheet.

“Moody’s” means Moody’s Investors Service, Inc., or its successor.

“MW” means megawatts measured in alternating current.

“MWh” means megawatt-hour measured in alternating current.

4 For PR only.
“Negative LMP” means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP is equal to or less than zero dollars per MWh ($0/MWh).

“Net Qualifying Capacity” or “NQC” has the meaning set forth in the CAISO Tariff.

“Network Upgrades” has the meaning set forth in CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 11.2.

“Notice” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail).

“Participating Transmission Owner” or “PTO” means an entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is Southern California Edison Company (“SCE”).

“Party” has the meaning set forth in the Preamble.

“Performance Measurement Period” has the meaning set forth in Section 4.7.

“Performance Security” means an entity that has, or is controlled by another Person that has, all of the following:

(a) A tangible net worth of not less than [REDACTED] or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“PNode” has the meaning set forth in the CAISO Tariff.

“Portfolio Content Category” means PCC1, PCC2 or PCC3, as applicable.

“Portfolio Content Category 1” or “PCC1” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource
consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 2” or “PCC2” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 3” or “PCC3” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“Product” means (i) Metered Energy, (ii) Green Attributes corresponding to the Metered Energy, and (iii) Buyer’s Share of Capacity Attributes.

“Production Tax Credit” or “PTC” means the production tax credit for wind-powered electric generating facilities described in Section 45 of the Internal Revenue Code of 1986, as it may be amended or supplemented from time to time.

“Progress Report” means a progress report including the items set forth in Exhibit G.

“Prudent Operating Practice” means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric power industry for facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practices are not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

“Qualified Assignee” means any Person that has (or will contract with a Person that has) competent experience in the operation and maintenance of similar electrical generation systems and is financially capable of performing Seller’s obligations (considering such Person’s own financial wherewithal and that of such Person’s credit support) under this Agreement.

“Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.9(b)

“RA Guarantee Date”
“RA Shortfall Month” means the applicable calendar month within the RA Shortfall Period for purposes of calculating an RA Deficiency Amount under Section 3.9(b).

“RA Shortfall Period” means the period of consecutive calendar months that starts with the calendar month in which the RA Guarantee Date occurs and concludes on the earlier of (i) the second calendar month following the calendar month in which the Effective FCDS Date occurs and (ii) the end of the Delivery Term.

“RA Showing” means the Resource Adequacy Requirements compliance or advisory showings (or similar or successor showings) that Buyer is required to make to the CPUC (and, to the extent authorized by the CPUC, to CAISO), pursuant to the Resource Adequacy Rulings, to CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that are not a Green Attribute or a Future Environmental Attribute.

“Replacement RA” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within the SP 15 EZ Gen Hub and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Requirements” or “RAR” means the resource adequacy requirements applicable to Buyer pursuant to the Resource Adequacy Rulings, CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.
“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“Schedule” means the actions of Seller, Buyer and/or their designated representatives, or Scheduling Coordinators, including each Party’s Transmission Providers, if applicable, of notifying, requesting and confirming to each other and the CAISO the quantity and type of Product to be delivered on any given day or days at a specified Delivery Point.

“Scheduling Infrastructure and Business Rules” or “SIBR” has the meaning set forth in the CAISO Tariff.

“Scheduled Energy” means Buyer’s Share of the Energy scheduled by Seller that clears the applicable CAISO market.

“Scheduling Coordinator” or “SC” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“Security Agreement” means the Security Agreement, dated as of [PR: June 30, 2017], between Member and Collateral Agent, as collateral agent for the benefit of the Secured Creditors, or any successor agreement generally available to Member’s creditors.6 [Note: credit provisions under review]

“Self-Schedule” has the meaning set forth in the CAISO Tariff.

“Seller” has the meaning set forth on the Cover Sheet.

“Seller’s Security Interest” has the meaning set forth in Section 8.12.

“Seller’s WREGIS Account” has the meaning set forth in Section 4.8(a).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If

5 For PR only.

6 For PR only.
the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars ($0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Settlement Period” has the meaning set forth in the CAISO Tariff, which as of the Effective Date is the period beginning at the start of the hour and ending at the end of the hour.

“Settlement Point” means [INSERT APPLICABLE PNODE AT WINDHUB].

“Site” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date Certificate to Buyer, in substantially the form of the Form of Construction Start Date Certificate in Exhibit J.

“Site Control” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“Station Use” means:

(a) The Energy produced by the Facility that is used within the Facility to power the lights, motors, control systems and other electrical loads that are necessary for operation of the Facility; and

(b) The Energy produced by the Facility that is consumed within the Facility’s electric energy distribution system as losses.

“System Emergency” means any condition that: (a) requires, as determined and declared by CAISO or the PTO, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

“Tax” or “Taxes” means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Termination Payment” has the meaning set forth in Section 11.3.

“Terminated Transaction” has the meaning set forth in Section 11.2.
“Test Energy” means the Metered Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Facility to the CAISO and (ii) the first date that the PTO informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

“Transmission Provider” means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Points.

“Transmission System” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Points.

“Ultimate Parent” means Terra-Gen, LLC, which as of the Effective Date directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in Seller.

“Variable Energy Resource” or “VER” has the meaning set forth in the CAISO Tariff.

“WECC” means the Western Electricity Coordinating Council or its successor.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WREGIS Certificate Deficit” has the meaning set forth in Section 4.8(e).

“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of December 2010, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 Rules of Interpretation. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;
(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the term “including” means “including without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2
TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions and any contract term extension provisions set forth herein ("Contract Term").
(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 19 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 **Conditions Precedent.** The Delivery Term shall not commence until Seller completes to Buyer’s reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer a completion certificate from a licensed professional engineer substantially in the form of Exhibit I-1;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) Interconnection Agreements between Seller or its Affiliates and the PTO for the Facility shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreements delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof have been satisfied and shall be in full force and effect;

(e) Seller has received the requisite pre-certification of the CEC Certification and Verification;

(f) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system or have completed any other requirements relating to the Facility and required prior to the Commercial Operation Date to enable Buyer to fulfill its RPS requirements;

(g) Seller has delivered and maintained the Development Security with Buyer, if Seller elects to maintain its Development Security with Buyer in order to satisfy its Performance Security requirements hereunder; *provided,* that Seller may, instead of maintaining the Development Security, provide a form of Performance Security which differs from the form of Development Security up to and no later than ten (10) days following the Commercial Operation Date; and

(h) Seller has paid Buyer for all Daily Delay Damages and Commercial Operation Delay Damages owing under this Agreement, if any.
2.3 **Progress Reports.** The Parties agree time is of the essence in regard to the Agreement. Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller’s construction progress. The form of the Progress Report is set forth in Exhibit G. Seller shall also provide Buyer with any reasonable requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller.

2.4 **Remedial Action Plan.** If Seller misses three (3) or more Milestones, or misses any one (1) by more than ninety (90) days, except to the extent due to Force Majeure or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of such missed Milestone completion date (or the ninetieth (90th) day after the missed Milestone completion date, as applicable), a remedial action plan (“Remedial Action Plan”), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller’s detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. If the missed Milestone(s) is not the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date, and so long as Seller complies with its obligations under this Section 2.4, then Seller shall not be considered in default of its obligations under this Agreement as a result of missing such Milestone(s).

**ARTICLE 3**

**PURCHASE AND SALE**

3.1 **Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller at the applicable prices identified in Section 3.3, all of the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that such resale or use for another purpose will not relieve Buyer of any of its obligations under this Agreement. Subject to Sections 3.3 and 4.1, Buyer has no obligation to purchase from Seller any Product that is not or cannot be delivered to a Delivery Point as a result of any circumstance, including, an outage of the Facility, a Force Majeure Event, Negative LMPs, or a Curtailment Order.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all of the Green Attributes, attributable to the Metered Energy produced by the Facility.
3.3 ** Compensation. **

(a) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy during a Contract Year of the amount of Expected Energy for such Contract Year:

(i) Intentionally omitted.

(ii) Intentionally omitted.

(b) During the Delivery Term, Buyer shall pay Seller the following amounts for each MWh of Metered Energy:

(i) For each MWh of Metered Energy in each Settlement Interval, zero dollars per MWh ($0/MWh); and

(ii) Intentionally omitted.

(c) If during any Settlement Interval, Seller generates Product amounts in excess of Buyer’s Share of the Installed Capacity, then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars per MWh ($0/MWh).

(d) During the Delivery Term, Seller shall receive no compensation from Buyer for Curtailed Energy or Metered Energy that is delivered in violation of a Curtailment Order.

3.4 ** Imbalance Energy. ** Seller shall use commercially reasonable efforts to deliver the Scheduled Energy. Buyer and Seller recognize that in any given Settlement Period the amount of Metered Energy may deviate from the amount of Scheduled Energy and that to the extent there are such deviations, and costs or revenues from such imbalances shall be solely for the account of Seller.

3.5 ** Ownership of Renewable Energy Incentives. ** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller’s sole expense, in Seller’s efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.
3.6 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes associated with Metered Energy; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.6(a), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for Buyer’s Share of such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller’s receipt of Notice from Buyer of Buyer’s intent to claim Buyer’s Share of such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs associated with such alteration or change in operation.

(b) If Buyer elects to receive Buyer’s Share of Future Environmental Attributes pursuant to Section 3.6(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; provided, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.7 **Test Energy.** Prior to the Commercial Operation Date, Buyer will have no obligation to purchase and Seller will have the right to sell all or any portion of the Product, including any Test Energy, to one or more third parties and retain all resulting revenue.

3.8 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status in the CAISO generator interconnection process. Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term, subject to Section 3.13, Seller grants, pledges, assigns and otherwise commits to Buyer all of Buyer’s Share of the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status or Interim Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller.

(c) Throughout the Delivery Term, Seller hereby covenants and agrees to transfer all Buyer’s Share of Resource Adequacy Benefits to Buyer.

(d) For the duration of the Delivery Term, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute any and all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.
3.9 Resource Adequacy Failure.

(a) RA Deficiency Determination. Notwithstanding Seller’s obligations set forth in Section 4.3 or anything to the contrary herein, the Parties acknowledge and agree that if Seller is unable to obtain the deliverability type selected on the Cover Sheet by the RA Guarantee Date, then Seller shall pay to Buyer the RA Deficiency Amount for each RA Shortfall Month as liquidated damages due to Buyer for the Capacity Attributes that Seller failed to convey to Buyer.

(b) RA Deficiency Amount Calculation. Commencing on the Commercial Operation Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the “RA Deficiency Amount”) equal to the product of (i) the difference, expressed in kW, of the Qualifying Capacity of the Facility for such month, minus the Net Qualifying Capacity of the Facility for such month, provided that Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice substantially in the form of Exhibit L at least 50 Business Days before the applicable CPUC operating month for the purpose of monthly RA reporting.

3.10 CEC Certification and Verification. Subject to Section 3.13, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the RPS Eligibility Guidebook, Ninth Edition (or its successor). Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller’s application for CEC Certification and Verification for the Facility.

3.11 Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. The term “commercially reasonable efforts” as used in this Section 3.11 means efforts consistent with and subject to Section 3.13.

3.12 California Renewables Portfolio Standard. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially
reasonable efforts to comply with such change in law. Subject to Section 3.13, Seller shall also
take all other actions necessary to ensure that the Energy produced from the Facility is tracked for
purposes of satisfying the California Renewables Portfolio Standard requirements, as may be
amended or supplemented by the CPUC or CEC from time to time.

3.13 **Compliance Expenditure Cap** If Seller establishes to Buyer’s reasonable
satisfaction that a change in Laws occurring after the Effective Date has increased Seller’s cost
above the cost that could reasonably have been contemplated as of the Effective Date to take all
actions to comply with Seller’s obligations under the Agreement with respect to obtaining,
maintaining, conveying or effectuating Buyer’s use of (as applicable), the items listed in
Sections 3.13(a), (b) and (c), then the Parties agree that the maximum amount of costs and
expenses Seller shall be required to bear during the Delivery Term shall be capped at

("Compliance Expenditure Cap"):

(a) CEC Certification and Verification;
(b) Green Attributes; and
(c) Capacity Attributes.

Any actions required for Seller to comply with its obligations set forth in the first paragraph above,
the cost of which will be included in the Compliance Expenditure Cap, shall be referred to
collectively as the "**Compliance Actions**.

If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the
Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice
to Buyer of such anticipated out-of-pocket expenses.

Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not
obligated to take any Compliance Actions described in the Notice) and shall, within such time,
either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance
Expenditure Cap (such Buyer-agreed upon costs, the “**Accepted Compliance Costs**”), or (2)
waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer
has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under
this Section 3.13 within sixty (60) days after Buyer’s receipt of same, Buyer shall be deemed to
have waived its rights to require Seller to take the Compliance Actions that are the subject of the
Notice, and Seller shall have no further obligation to take, and no liability for any failure to take,
these Compliance Actions for the remainder of the Term.

If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such
Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and
Buyer shall reimburse Seller for Seller’s actual costs to effect the Compliance Actions, not to
exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives
an invoice and documentation of such costs from Seller.
ARTICLE 4
OBLIGATIONS AND DELIVERIES

4.1 Delivery.

(a) Energy. The Energy generated by the Facility shall be scheduled with the CAISO by Seller (or Seller’s designated Scheduling Coordinator).

(b) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with the Metered Energy as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to Buyer’s Share of all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys Buyer’s Share of all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Metered Energy shall pass and transfer from Seller to Buyer at the Delivery Points.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes associated with the Metered Energy shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Scheduling Coordinator Responsibilities.

(a) Seller to be Scheduling Coordinator. During the Delivery Term Seller shall be its own Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO to Schedule and deliver the Product to the Delivery Points. Each Party shall perform all scheduling and transmission activities in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice. The Parties agree to communicate and cooperate as necessary in order to address any scheduling or settlement issues as they may arise, and to work together in good faith to resolve them in a manner consistent with the terms of the Agreement.

(b) CAISO Market Participation. During the Delivery Term Seller, as the party responsible for all Scheduling Coordinator activities and Imbalance Energy risk with respect to the Facility, shall have the right, but not the obligation, at Seller’s sole discretion to submit Economic Bids or Self-Schedules into the Day-Ahead Market or the Real-Time Market based on the VER forecast, its equivalent or any successor, provided by the CAISO; or other forecast as developed by Seller, so long as such Day-Ahead Market or Real-Time Market participation is conducted in accordance with this Agreement and the CAISO Tariff, including any requirements to remain in the VER program, its equivalent or any successor.

(c) CAISO Costs and Revenues. Seller shall be responsible for all CAISO Costs and shall be entitled to all CAISO Revenues (including credits and other payments) as the Scheduling Coordinator for the Facility; provided, that, any net costs or charges assessed by the CAISO which are due to a Buyer Default shall be Buyer’s responsibility. The Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller’s account and
that any Non-Availability Charges or other CAISO charges associated with the Facility not providing sufficient Resource Adequacy capacity are the responsibility of the Seller and for Seller’s account. In addition, if during the Delivery Term the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, the cost of such sanctions or penalties arising from the scheduling, outage reporting, or generator operation of the Facility shall be the Seller’s responsibility.

(d) **Future Changes to Scheduling Protocols.** During the Delivery Term, the Parties agree to discuss in good faith requested changes by either Party to the CAISO scheduling procedures set forth in this Agreement, including the possibility of incorporating Inter-SC Trades in the Day-Ahead Market.

4.4 **Forecasting.** Seller shall provide the Available Capacity forecasts described below. Seller’s Available Capacity forecasts shall include availability for the Facility. Seller shall use commercially reasonable efforts to forecast the Available Capacity of the Facility accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer’s designee).

(a) **Annual Forecast of Available Capacity.** No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide a non-binding forecast of each month’s average-day expected Metered Energy, by hour, for the following calendar year in a form reasonably acceptable to Buyer.

(b) **Monthly Forecast of Available Capacity.** No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Buyer’s designee (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

4.5 **Reserved.**

4.6 **Reduction in Delivery Obligation.** For the avoidance of doubt, and in no way limiting Section 3.1 or Exhibit F:

(a) **Facility Maintenance.** Seller shall be permitted to reduce deliveries of Product during any period of scheduled maintenance on the Facility previously agreed to between Buyer and Seller.

(b) **Forced Facility Outage.** Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) **System Emergencies and other Interconnection Events.** Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, or upon Notice of a Curtailment Order, or pursuant to the terms of this Agreement, the Interconnection Agreements or applicable tariff.
(d) **Force Majeure Event.** Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(e) **Buyer Default.** Seller shall be permitted to reduce deliveries of Product during any period in which there is a Buyer Default.

(f) **Negative LMP.** Seller shall be permitted, but not obligated, in its sole discretion to reduce deliveries of Product during any period in which there is a Negative LMP.

(g) **Health and Safety.** Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

4.7 **Expected Energy and Guaranteed Energy Production.** The quantity of Energy (with associated Product) that Seller expects to be able to deliver to Buyer during each Contract Year is set forth on the Cover Sheet (“Expected Energy”). During the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production (as defined below) in any period of two (2) consecutive Contract Years during the Delivery Term (“Performance Measurement Period”). “Guaranteed Energy Production” means an amount of Product, as measured in MWh, equal to one-hundred fifty percent (150%) of the Expected Energy. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Force Majeure Events, Buyer’s failure to perform, Market Curtailment Periods, and Curtailment Orders. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the Product in the amount equal to the sum of: (a) Adjusted Energy Production during such Performance Measurement Period; plus (b) the amount of Energy during such Performance Measurement Period with respect to which Seller has already paid liquidated damages in accordance with Exhibit F. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit F; provided that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit F) delivered to the PNode corresponding the electric generating facility producing such Replacement Product within ninety (90) days after the conclusion of the applicable Performance Measurement Period, provided that such deliveries do not impose additional costs upon Buyer. On a day ahead basis, Seller shall provide a notice via e-mail to Buyer at [INSERT EMAIL] (or such other Buyer email address as Buyer may provide to Seller from time to time) identifying the electric generating facility(ies) that will provide Replacement Product for the following day and the volume of Replacement Product to be provided by each such facility, which may be expressed as a percentage of the applicable facility’s output. Buyer will pay Seller for all such Replacement Product provided pursuant to this Section 4.7 at the rates specified for Metered Energy in Section 3.3(a) [if delivered from the Facility, and if not delivered from the Facility, the price shall be \[ \text{Index} \times \text{LMP} \], where (x) “Index” means the CAISO LMP applicable to the energy delivered by the electric generating facility providing the Replacement Product, and (y) Seller, or the Scheduling Coordinator for the electric generating facility providing the Replacement Product, will receive compensation directly from the CAISO for energy associated with the Replacement Product that is scheduled to the CAISO in real-time on Buyer’s behalf; and the Parties acknowledge and agree that Seller is entitled to retain all such CAISO compensation as full payment for the Index component of the price for Replacement Product delivered from an electric generating Facility other than the Facility]. [Note: Parties to discuss deliveries of Replacement...
4.8 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.13, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Metered Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer’s sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.8(g), provided that Seller fulfills its obligations under Sections 4.8(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS (“**Seller’s WREGIS Account**”), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using “**Forward Certificate Transfers**” (as described in the WREGIS Operating Rules) from Seller’s WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller (“**Buyer’s WREGIS Account**”). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller’s WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller’s WREGIS Account to Buyer’s WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Metered Energy for such calendar month as evidenced by the Facility’s metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.8. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A **“WREGIS Certificate Deficit”** means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Metered Energy for the same calendar month (“**Deficient Month**”). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction by Seller, then the amount of Metered Energy in the Deficient Month shall be reduced by three times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer’s payment to Seller under Article 8 and the Guaranteed Energy Production
for the applicable Performance Measurement Period; provided, however, that such adjustment shall not apply to the extent that Seller provides Replacement Product (as defined in Exhibit F) delivered to SP 15 or NP 15 EZ Gen Hub within ninety (90) days of the Deficient Month (i) upon a schedule reasonably acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer. Without limiting Seller’s obligations under this Section 4.8, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.8 after the Effective Date, the Parties promptly shall modify this Section 4.8 as reasonably required to cause and enable Seller to transfer to Buyer’s WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Metered Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery under the contract.

ARTICLE 5
TAXES

5.1 Allocation of Taxes and Charges. Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to the Delivery Points. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and from the Delivery Points (other than withholding or other Taxes imposed on Seller’s income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party’s responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; provided, however, that neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Energy delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Energy.
ARTICLE 6
MAINTENANCE OF THE FACILITY

6.1 Maintenance of the Facility. Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 Maintenance of Health and Safety. Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person’s property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer’s emergency contact identified on Exhibit D Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy to Buyer.

6.3 Shared Facilities. The Parties acknowledge and agree that certain of the Interconnection Facilities, and Seller’s rights and obligations under the Interconnection Agreements, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Participating Transmission Owner, Seller’s Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; provided that such agreements (i) shall permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder and (ii) provide for separate metering of the Facility.

ARTICLE 7
METERING

7.1 Metering. Seller shall measure the amount of Metered Energy produced by the Facility using CAISO Approved Meters, using a CAISO-approved methodology. Subject to meeting any applicable CAISO requirements, such meters may be installed on the low voltage side or high voltage side of the Facility’s transformers and maintained at Seller’s cost. The meters shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event that Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Seller’s Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meters at the Facility.

7.2 Meter Verification. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer’s reasonable request, Seller shall test the meters. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since
the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period.

ARTICLE 8
INVOICING AND PAYMENT; CREDIT

8.1 Invoicing. Seller shall deliver an invoice to Buyer for Product after each monthly billing period. Each invoice shall provide Buyer (a) records of metered data, CAISO metering and transaction data sufficient to document and verify the generation of Product by the Facility for any Settlement Interval during the preceding month, including the amount of Product in MWh delivered during the prior billing period as set forth in CAISO T+12 settlement statements, the amount of Product in MWh produced by the facility as read by the CAISO Approved Meters, deviations between the Scheduled Energy and the Metered Energy, and the applicable LMP prices at the Settlement Point for each Settlement Interval, the Contract Price applicable to such Product, the calculation of Deemed Delivered Energy, and the amount of Replacement Product or Replacement RA delivered during the preceding month; (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement.

8.2 Payment. Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the twenty-third (23rd) day of the month following the month in which the invoice was provided by Seller. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the “Interest Rate”). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Either Party, upon fifteen (15) days written Notice to the other Party, shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 Payment Adjustments; Billing Errors. Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5, an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of
Buyer, Buyer’s monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer’s next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the non-erring Party received Notice thereof.

8.5 Billing Disputes. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 Netting of Payments. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and F, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 Seller’s Development Security. Upon the earlier of (i) Seller’s delivery of the Performance Security, or (ii) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain its Credit Rating, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer’s properly documented request to
draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

8.8 **Seller’s Performance Security.** To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. Seller shall maintain the Performance Security in full force and effect until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising under this Agreement, including compensation for penalties, Damage Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer’s properly documented request to draw on such Letter of Credit by such issuer, Seller shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

8.9 **Buyer’s First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest (“Buyer’s Security Interest”) in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer’s Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or
remedies to reduce Seller’s obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.10 **Buyer’s Financial Statements.** No later than two hundred seventy (270) days after the end of each fiscal year, at Seller’s request Buyer will provide Seller a copy of Buyer’s audited financial statements for the preceding fiscal year, if such financial statements are not on the internet at [ ]. Buyer’s financial statements shall have been prepared in accordance with GAAP.

8.11 **Buyer Credit Support.** [Note: credit provisions under review]

(a) [To secure Buyer’s obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a “PPA Provider” and “Secured Creditor” under the Intercreditor and Collateral Agency Agreement for so long as Buyer is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Buyer’s creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer’s creditors is the “Buyer Lockbox Arrangement”); provided, however, that if Buyer provides Buyer Performance Security, then so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement, or the Security Agreement, Buyer may, at the direction of its City Council, request the dissolution of the Buyer Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Buyer Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Buyer Lockbox Arrangement and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with the Buyer Lockbox Arrangement.

(b) Under the Buyer Lockbox Arrangement:

(i) Buyer shall provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will not create any additional security interests (i) under the Security Agreement on terms more favorable than those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Buyer’s creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer is not in default under any of this Agreement, the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Buyer Lockbox Arrangement in order to enter into a substantially similar successor Buyer Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Buyer Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon

7[Redacted].
the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Buyer Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer provides Buyer Performance Security, then Buyer shall maintain the Buyer Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Buyer Performance Security. If the Buyer Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Buyer Performance Security, or (iii) fails to honor Seller’s properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in this Agreement.8

(a) [To secure Buyer’s obligations under this Agreement, Seller shall have the right to execute a Joinder, which shall allow Seller to become a “PPA Provider” and “Secured Creditor” under the Intercreditor and Collateral Agency Agreement for so long as Member is subject to the Security Agreement and Lockbox Account (or any successor arrangement generally available to Member’s creditors and permitted under Section 8.11(b)(iii)) (the current arrangement and any successor arrangement generally available to Buyer’s creditors is the “Member Lockbox Arrangement”); provided, however, that if Member provides Member Performance Security, then so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may, at the direction of its Member’s City Council, request the dissolution of the Member Lockbox Arrangement and Seller hereby agrees that (x) its security interest under the Member Lockbox Arrangement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Member Lockbox Arrangement and (y) if requested by Buyer or Member, Seller would promptly execute a written termination statement confirming such termination in accordance with the Member Lockbox Arrangement.

(b) Under the Member Lockbox Arrangement:

(i) Buyer shall cause Member to provide notice to Seller of the termination of all security interests under the Security Agreement.

(ii) Buyer further agrees it will cause Member to not create any additional security interests (i) under the Security Agreement on terms more favorable than

---

8 Inserted Text.
those currently offered to Seller, or (ii) under any arrangement similar to the Security Agreement that is generally available to Member’s creditors unless Seller is offered the right to participate in such arrangement on terms no less favorable than those offered to the other participants.

(iii) In addition, so long as Buyer (or Member, as applicable) is not in default under this Agreement and Member is not in default under any of the Intercreditor and Collateral Agency Agreement or the Security Agreement, Buyer may request the dissolution of the current Member Lockbox Arrangement in order to permit Member to enter into a substantially similar successor Member Lockbox Arrangement and, provided that Seller is allowed to become a PPA Provider (or its equivalent) and Secured Creditor (or its equivalent) under the successor Member Lockbox Arrangement, Seller hereby agrees that (x) its security interest under the Security Agreement shall terminate, without further action, effective upon the termination of the security interests of all other PPA Providers under the Security Agreement and the grant of a security interest under the successor Member Lockbox Arrangement, and (y) if requested by Buyer, Seller would promptly execute a written termination statement confirming such termination in accordance with Section 7.12 of the Security Agreement.

(c) If Buyer causes Member to provide Member Performance Security, then Buyer shall maintain, or cause Member to maintain, the Member Performance Security in full force and effect until the following have occurred: (i) the Delivery Term has expired or terminated early; and (ii) all payment obligations of Buyer arising under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Seller shall promptly return to Buyer the unused portion of the Member Performance Security. If the Member Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the time that Seller is required to return the Member Performance Security, or (iii) fails to honor Seller’s properly documented request to draw on such Letter of Credit by such issuer, Buyer shall have five (5) Business Days to either post, or cause Member to post, cash or deliver, or cause Member to deliver, a substitute Letter of Credit that meets the requirements set forth in this Agreement.9

8.12 **Seller’s First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Buyer hereby grants to Seller a present and continuing first-priority security interest (“**Seller’s Security Interest**”) in, and lien on (and right to net against), and assignment of the [Buyer Performance Security][Member Performance Security], any other cash collateral and cash equivalent collateral posted pursuant to Section 8.11 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Seller, and Buyer agrees to take, and cause Member to take, all action as Seller reasonably requires in order to perfect Seller’s Security Interest in, and lien on (and right to net against), such collateral

---

9 For PR only.
and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Buyer, an Early Termination Date resulting from an Event of Default caused by Buyer, or an occasion provided for in this Agreement where Seller is authorized to retain all or a portion of the [Buyer Performance Security][Member Performance Security], Seller may do any one or more of the following (in each case subject to the final sentence of this Section 8.12):

   (d) Exercise any of its rights and remedies with respect to the [Buyer Performance Security][Member Performance Security], including any such rights and remedies under law then in effect;

   (e) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Seller as [Buyer Performance Security][Member Performance Security]; and

   (f) Liquidate all [Buyer Performance Security][Member Performance Security] then held by or for the benefit of Seller free from any claim or right of any nature whatsoever of Buyer, including any equity or right of purchase or redemption by Buyer.

Seller shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Buyer’s obligations under this Agreement (Buyer remains liable for any amounts owing to Seller after such application), subject to Seller’s obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

8.13 **No Additional Credit Support.** [Note: credit provisions under review]

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]

[This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth herein, neither Party has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or will have reasonable grounds for insecurity with respect to the creditworthiness of a Party or Member that is complying with the relevant provisions of this Agreement; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.]

---

10 For **PR only,**
ARTICLE 9
NOTICES

9.1 Addresses for the Delivery of Notices. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit D or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 Acceptable Means of Delivering Notice. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail, facsimile, or other electronic means) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10
FORCE MAJEURE

10.1 Definition.

(a) “Force Majeure Event” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “Force Majeure Event” does not include (i) economic conditions that render a Party’s performance of this Agreement at the
Contract Price unprofitable or otherwise uneconomic (including Buyer’s ability to buy electric energy at a lower price, or Seller’s ability to sell Energy generated by the Facility at a higher price, than the Contract Price); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Period, except to the extent such Curtailment Period is caused by a Force Majeure Event; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) Seller’s inability to achieve Construction Start of the Facility following the Guaranteed Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date; it being understood and agreed, for the avoidance of doubt, that the occurrence of a Force Majeure Event may give rise to a Development Cure Period.

10.2 **No Liability If a Force Majeure Event Occurs.** Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party’s performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; provided, however, that a Party’s failure to give timely Notice shall not affect such Party’s ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 **Termination Following Force Majeure Event.**
ARTICLE 11
DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default.** An “Event of Default” shall mean,

(a) with respect to a Party (the “Defaulting Party”) that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within five (5) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) days after Notice thereof;

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.2 or 14.3, as applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Points for sale under this Agreement Energy that was not generated by the Facility, except for Replacement Product;

(ii) [Blank]

(iii) [Blank]
(iv) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8, including the failure to replenish the Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment;

(v) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least BBB by S&P or Baa2 by Moody’s;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

(c) with respect to Buyer as the Defaulting Party, the occurrence of any of the following:

(i) failure by Buyer to satisfy the collateral requirements pursuant to Section 8.11, including the failure to [replenish the Buyer Development Security amount][cause Member to replenish the Member Performance Security amount] in accordance with this Agreement in the event Seller draws against it.
11.2 **Remedies; Declaration of Early Termination Date**. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment (in the case of an Event of Default by Seller) or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of an Event of Default by Buyer);

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party’s sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Termination Payment**. The Termination Payment ("**Termination Payment**") for a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to or from the Non-Defaulting Party netted into a single amount. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the net Settlement Amount shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Capacity Attributes and Green Attributes shall be deemed direct damages covered by this Agreement. Without prejudice to the Non-Defaulting Party’s duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (b) the Termination Payment or Damage Payment, as applicable, is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment or Damage Payment, as applicable, is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party’s
rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment or Damage Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Termination Payment or Damage Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party’s calculation of the Termination Payment or Damage Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment shall be determined in accordance with Article 16.

11.6 **Rights And Remedies Are Cumulative.** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.7 **Mitigation.** Any Non-Defaulting Party shall be obligated to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

**ARTICLE 12**

**LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.**

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY, INDEMNITY PROVISION, OR MEASURE OF DAMAGES HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER’S LIMITATION OF LIABILITY AND THE PARTIES’ WAIVER OF
CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO “FAIL OF THEIR ESSENTIAL PURPOSE” OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR’S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR’S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX BENEFITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER’S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.9, 4.7, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT F, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 Seller’s Representations and Warranties. As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is qualified to conduct business in
each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller’s performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

13.2 **Buyer’s Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) [Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.]\(^{12}\) [Note: to be discussed]

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer’s performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent

\(^{12}\) For California Choice Energy Authority only.
of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors’ rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a “local public entity” as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 General Covenants. Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and any contracts to which it is a party and in material compliance with any Law.
14.1 **General Prohibition on Assignments.** Except as provided below and in Article 15, neither Seller nor Buyer may voluntarily assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the written consent of the other Party.

14.2 **Permitted Assignment; Change of Control of Seller.**

14.3 **Permitted Assignment; Change of Control of Buyer.** [Buyer may assign its interest in this Agreement to [City of Pico Rivera] without Seller’s consent, provided that (i) [City of Pico Rivera] and this Agreement are still subject to a Member Lockbox Arrangement for the benefit of Seller in accordance with Section 8.11 or (ii) [City of Pico Rivera] has provided other performance assurance reasonably acceptable to Seller.]¹³; *provided, further,* that in each such case, no fewer than fifteen (15) Business Days before such assignment Buyer (x) notifies Seller of such assignment and (y) provides to Seller a written agreement signed by the Person to which Buyer wishes to assign its interests stating that such Person agrees to assume all of Buyer’s obligations and liabilities under this Agreement and under any consent to assignment and other documents previously entered into by Seller as

---

¹³ For PR only.
described in Section 15.2(b). Any assignment by Buyer, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Seller. [Note: Buyer assignment rights to be discussed]

ARTICLE 15
LENDER ACCOMMODATIONS

15.1 Granting of Lender Interest. Notwithstanding anything to the contrary in Section 14.2 or Section 14.3, either Party may, without the consent of the other Party, grant an interest (by way of collateral assignment, or as security, beneficially or otherwise) in its rights and/or obligations under this Agreement to any Lender. Each Party’s obligations under this Agreement shall continue in their entirety in full force and effect. Promptly after granting such interest, the granting Party shall notify the other Party in writing of the name, address, and telephone and facsimile numbers of any Lender to which the granting Party’s interest under this Agreement has been assigned. Such Notice shall include the names of the Lenders to whom all written and telephonic communications may be addressed. After giving the other Party such initial Notice, the granting Party shall promptly give the other Party Notice of any change in the information provided in the initial Notice or any revised Notice. Without limiting the foregoing, Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities (1) utilizing tax equity investment, or (2) on a portfolio or other aggregated basis, which may include cross-collateralization or similar arrangements.

15.2 Rights of Lender. If a Party grants an interest under this Agreement as permitted by Section 15.1, the following provisions shall apply:

(a) Lender shall have the right, but not the obligation, to perform any act required to be performed by the granting Party under this Agreement to prevent or cure a default by the granting Party in accordance with Section 11.2 and such act performed by Lender shall be as effective to prevent or cure a default as if done by the granting Party.

(b) The other Party shall cooperate with the granting Party or any Lender, to execute or arrange for the delivery of certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party or Lender in order to consummate any financing or refinancing and shall enter into reasonable agreements with such Lender that provide that Buyer recognizes the Lender’s security interest and such other provisions as may be reasonably requested by Seller or any such Lender; provided, however, that all costs and expenses (including reasonable attorney’s fees) incurred by Buyer in connection therewith shall be borne by Seller.

(c) Each Party agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of the granting Party or shall have any obligation or liability to the other Party with respect to this Agreement except to the extent any Lender has expressly assumed the obligations of the granting Party hereunder; provided that the non-granting Party shall nevertheless be entitled to exercise all of its rights hereunder in the event that the granting Party or Lender fails to perform the granting Party’s obligations under this Agreement.
15.3 **Cure Rights of Lender.** The non-granting Party shall provide Notice of the occurrence of any Event of Default described in Section 11.1 or 11.2 hereof to any Lender, and such Party shall accept a cure performed by any Lender and shall negotiate in good faith with any Lender as to the cure period(s) that will be allowed for any Lender to cure any granting Party Event of Default hereunder. The non-granting Party shall accept a cure performed by any Lender so long as the cure is accomplished within the applicable cure period so agreed to between the non-granting Party and any Lender. Notwithstanding any such action by any Lender, the granting Party shall not be released and discharged from and shall remain liable for any and all obligations to the non-granting Party arising or accruing hereunder. The cure rights of Lender may be documented in the certificates, consents, opinions, estoppels, direct agreements, amendments and other documents reasonably requested by the granting Party pursuant to Section 15.2(b).

**ARTICLE 16**

**DISPUTE RESOLUTION**

16.1 **Governing Law.** This agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

16.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at Law or in equity, subject to the limitations set forth in this Agreement.

16.3 **Attorneys’ Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys’ fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

**ARTICLE 17**

**INDEMNIFICATION**

17.1 **Indemnification.**

(a) Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the “**Indemnified Party**”) from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.
(b) Nothing in this Section 17.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

17.2 Claims. Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 17 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnifying Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party’s expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party’s counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 17, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party’s damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 18
INSURANCE

18.1 Insurance.

(a) General Liability. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars ($2,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller’s obligations under this Agreement and naming Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Five Million Dollars ($5,000,000) Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) Employer’s Liability Insurance. Employers’ Liability insurance shall not be less than One Million Dollars ($1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar ($1,000,000) policy limit will apply to each employee.
(c) **Workers Compensation Insurance.** Seller, if it has employees, shall also maintain at all times during the Contract Term workers’ compensation and employers’ liability insurance coverage in accordance with applicable requirements of Law.

(d) **Business Auto Insurance.** Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller’s use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) **Construction All-Risk Insurance.** Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming the Seller (and Lender if any) as the loss payee.

(f) **Subcontractor Insurance.** Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars ($1,000,000); (ii) workers’ compensation insurance and employers’ liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars ($1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 18.1(f).

(g) **Evidence of Insurance.** Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) **Failure to Comply with Insurance Requirements.** If Seller fails to comply with any of the provisions of this Article 18, Seller, among other things and without restricting Buyer’s remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 18 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.
ARTICLE 19
CONFIDENTIAL INFORMATION

19.1 Definition of Confidential Information. The following constitutes “Confidential Information,” whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) proposals and negotiations until this Agreement is approved and executed by the Buyer, and (b) information that either Seller or Buyer stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

19.2 Duty to Maintain Confidentiality. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement. The originator or generator of Confidential Information may use such information for its own uses and purposes, including the public disclosure of such information at its own discretion.

19.3 Irreparable Injury; Remedies. Buyer and Seller each agree that disclosing Confidential Information of the other in violation of the terms of this Article 19 may cause irreparable harm, and that the harmed Party may seek any and all remedies available to it at Law or in equity, including injunctive relief and/or notwithstanding Section 12.2, consequential damages.

19.4 Disclosure to Lender. Notwithstanding anything to the contrary in this Article 19, Confidential Information may be disclosed by Seller to any potential Lender or any of its agents, consultants or trustees so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this Article 19 to the same extent as if it were a Party.

19.5 Public Statements. Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 20
MISCELLANEOUS

20.1 Entire Agreement; Integration; Exhibits. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by
reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

20.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

20.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

20.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

20.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

20.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable law.

20.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.
20.8 **Facsimile or Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Party, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

20.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

20.10 **[No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the employees, directors, officers, consultants or advisors or Buyer or its constituent members, in connection with this Agreement.]^{14} [Note: to be discussed – this conflicts with Section 20.11]

20.11 **Lockbox Account.** [Note: credit provisions under review]

[For so long as the Member Lockbox Arrangement exists, Buyer’s obligations to make payments with respect to this Agreement are to be made solely from the Member Lockbox Account, as set forth in the applicable Member Security Agreement. For so long as either (a) the Member Lockbox Arrangement exists or (b) Member has provided and continues to maintain Member Performance Security for the benefit of Seller, obligations to make payments under the Agreement do not constitute any kind of indebtedness of Member or create any kind of lien on, or security interest in, any property or revenues of Member, except as set forth in the Member Lockbox Arrangement or Member Performance Security, as applicable.]^{16}

20.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this

---

14 For California Choice Energy Authority only.
15 [Redacted]
16 For [Redacted] PR only.
Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 16. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.
EXHIBIT A

DESCRIPTION OF THE FACILITY

Site Name:

Site includes all or some of the following APNs:

County: Kern

Guaranteed Capacity: 28.8 MW

Interconnection Points: 14.4 MW wind sub-project: SCE’s Windhub Substation
7.2 wind sub-project: SCE’s Puff 12 kV distribution circuit
7.2 MW wind sub-project: SCE’s Keene 12kV distribution circuit

P-node/Delivery Points: For each sub-project, the PNode assigned to such sub-project by the CAISO

Additional Information:
EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

[UNDER REVIEW]

1. **Construction of the Facility.**

   a. Seller shall cause construction to begin on the Facility by the Expected Construction Start Date, (as such date may be extended by the Development Cure Period, the “Guaranteed Construction Start Date”). “Construction Start” will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the commencement of construction of the Generating Facility, and execution of an engineering, procurement, and construction contract and issuance thereunder of a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the “Construction Start Date”.

   b. If Construction Start is not achieved by the Guaranteed Construction Start Date, Seller shall pay Daily Delay Damages to Buyer on account of such delay. Daily Delay Damages shall be payable for each day for which Construction Start has not begun by the Guaranteed Construction Start Date. Daily Delay Damages shall be payable to Buyer by Seller until the earlier of (i) Seller reaches Construction Start of the Facility, or (ii) Daily Delay Damages have become payable for one hundred twenty (120) days. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Daily Delay Damages, if any, accrued during the prior month and, within ten (10) Business Days following Seller’s receipt of such invoice, Seller shall pay Buyer the amount of the Daily Delay Damages set forth in such invoice. Daily Delay Damages shall be refundable to Seller pursuant to Section 2(b) of this Exhibit B. The Parties agree that Buyer’s receipt of Daily Delay Damages shall be Buyer’s sole and exclusive remedy for the delay in achieving the Construction Start Date on or before the Guaranteed Construction Start Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s rights pursuant to Section 11.2.

2. **Commercial Operation of the Facility.** “Commercial Operation” means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and (ii) Seller has confirmed to Buyer in writing that Commercial Operation has been achieved. The “Commercial Operation Date” shall be the later of (x) [the Expected Commercial Operation Date] or (y) the date on which Commercial Operation is achieved. [Note: early COD to be discussed]

   a. Seller shall cause Commercial Operation for the Facility to occur by the Expected Commercial Operation Date (as such date may be extended by the Development...
Cure Period (defined below), the “Guaranteed Commercial Operation Date”). Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.

b. If Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date, all Daily Delay Damages paid by Seller shall be refunded to Seller. Seller shall include the request for refund of the Daily Delay Damages with the first invoice to Buyer after Commercial Operation.

c. If Seller does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, Seller shall pay Commercial Operation Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date until the Commercial Operation Date. Commercial Operation Delay Damages shall be payable to Buyer by Seller until the Commercial Operation Date. On or before the tenth (10th) day of each month, Buyer shall invoice Seller for Commercial Operation Delay Damages, if any, accrued during the prior month. The Parties agree that Buyer’s receipt of Commercial Operation Delay Damages shall be Buyer’s sole and exclusive remedy for the first [sixty (60)] days of delay in achieving the Commercial Operation Date on or before the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer’s declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer’s right to receive a Damage Payment upon exercise of Buyer’s default right pursuant to Section 11.2.

3. Termination for Failure to Achieve Commercial Operation.

4. Extension of the Guaranteed Dates. The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall be automatically extended on a day-for-day basis (the “Development Cure Period”) for the duration of the following delays:
Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer’s reasonable satisfaction that the delays described above did not result from Seller’s actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than the Guaranteed Capacity, in the event that the Installed Capacity is still less than the Guaranteed Capacity as of such date, Seller shall pay “Capacity Damages” to Buyer.

6. **Buyer’s Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller’s payment obligation thereof, and Seller shall replenish the Development Security to its full amount within five (5) Business Days after such draw.
EXHIBIT C
RESERVED
## EXHIBIT D

### NOTICES

| **TEHACHAPI PLAINS WIND, LLC**  |  | **“Buyer”**  |
|---------------------------------|  | ------------ |
| ("Seller")                     |  | ------------ |
| **All Notices:**                |  | **All Notices:** |
| Terra-Gen, LLC                  |  | Street:      |
| 11455 El Camino Real, Suite 160|  | City:        |
| San Diego, CA 92130             |  | Attn:        |
| With a copy to: Jeff.Cast@terra-gen.com <jcast@terra-gen.com> |  | Phone:       |
|                                 |  | Facsimile:   |
|                                 |  | Email:       |
| **Reference Numbers:**          |  | **Reference Numbers:** |
| Duns:                           |  | Duns:        |
| Federal Tax ID Number:          |  | Federal Tax ID Number: |
| **Invoices:**                   |  | **Invoices:** |
| Attn:                           |  | Attn:        |
| Phone:                          |  | Phone:       |
| Facsimile:                      |  | Facsimile:   |
| E-mail:                         |  | E-mail:      |
| **Scheduling:**                 |  | **Scheduling:** |
| TG Operations Center at 661-822-2440 or 661-822-2441 |  | Attn:        |
|                                 |  | Phone:       |
|                                 |  | Facsimile:   |
|                                 |  | Email:       |
| **Confirmations:**              |  | **Confirmations:** |
| Attn:                           |  | Attn:        |
| Phone:                          |  | Phone:       |
| Facsimile:                      |  | Facsimile:   |
| Email:                          |  | Email:       |
| **Payments:**                   |  | **Payments:** |
| Attn:                           |  | Attn:        |
| Phone:                          |  | Phone:       |
| Facsimile:                      |  | Facsimile:   |
| E-mail:                         |  | E-mail:      |
| **Wire Transfer:**              |  | **Wire Transfer:** |
| BNK:                            |  | BNK:         |
| ABA:                            |  | ABA:         |
| ACCT:                           |  | ACCT:        |

Exhibit D - 1
| TEHACHAPI PLAINS WIND, LLC  | ___________________ (“Buyer”) |
| (“Seller”)                  |                               |
| With additional Notices of an Event of Default to: | With additional Notices of an Event of Default to: |
| Attn:                        | Attn:                        |
| Phone:                       | Phone:                       |
| Facsimile:                   | Facsimile:                   |
| E-mail:                      | E-mail:                      |
| Emergency Contact:           | Emergency Contact:           |
| Attn: Operations 24/7 Desk   | Attn:                        |
| Phone: 661-822-2440 or 661-822-2441 | Phone:                       |
| Facsimile: 661-822-240       | Facsimile:                   |
| Email:                       | Email:                       |
EXHIBIT F

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

\[
[(A – B) * (C – D)]
\]

where:

\( A = \) the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

\( B = \) the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

\( C = \) Replacement price for the Performance Measurement Period, in $/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the SP 15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff),

\( D = \) the Contract Price for the Performance Measurement Period, in $/MWh

No payment shall be due if the calculation of \((A - B)\) or \((C - D)\) yields a negative number.

Within sixty (60) days after each Performance Measurement Period, Buyer will send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

Additional Definitions:

“Adjusted Energy Production” shall mean the sum of the following: Metered Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“Lost Output” means the sum of electric energy in MWh that would have been generated and delivered for sale hereunder, but was not, on account of Force Majeure Event, Buyer Default, or Curtailment Order. The additional MWh shall be calculated using Buyer’s Share of the equation provided by Seller to reflect the potential generation of the Facility as a function of Available Capacity, wind speed, and wind direction and using relevant Facility availability, weather and other pertinent data for the period of time during the period in which the Force Majeure Event, Buyer Default, or Curtailment Order occurred.
“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Product and of the same timeframe for retirement as the Renewable Energy Credits that would have been generated by the Facility during the Performance Measurement Period for which the Replacement Green Attributes are being provided.

“Replacement Energy” means energy produced by the Facility or a facility other than the Facility that, at the time delivered to Buyer, qualifies under Public Utilities Code 399.16(b)(1), and has Green Attributes that have the same or comparable value, including with respect to the timeframe for retirement of such Green Attributes, if any, as the Green Attributes that would have been generated by the Facility during the Contract Year for which the Replacement Energy is being provided.

“Replacement Product” means (a) Replacement Energy, and (b) all Replacement Green Attributes.
EXHIBIT G

PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any planned changes to the Facility or the site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar month, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller’s Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that could potentially affect Seller’s Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Any other documentation reasonably requested by Buyer.
EXHIBIT I-1

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

[NOTE: TO BE UPDATED]

This certification ("Certification") of Commercial Operation is delivered by _______ [licensed professional engineer] ("Engineer") to [Buyer] ("Buyer") in accordance with the terms of that certain Power Purchase and Sale Agreement dated _______ ("Agreement") by and between [Seller] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Engineer hereby certifies and represents to Buyer the following:

(1) Seller has installed equipment with a nameplate capacity of no less than [eighty-five percent (85%)] of the Guaranteed Capacity.

(2) Authorization to parallel the Facility was obtained by the Participating Transmission Provider, [Name of Participating Transmission Owner as appropriate] on [DATE].

(3) The Participating Transmission Provider or Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Participating Transmission Owner as appropriate] on _______[DATE]_____.

(4) The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO tariff on _______[DATE]_____.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _______ day of ______________, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: ________________________________

Its: ________________________________

Date: ________________________________
FORM OF INSTALLED CAPACITY CERTIFICATE

[NOTE: TO BE UPDATED]

This certification (“Certification”) of Installed Capacity is delivered by [licensed professional engineer] (“Engineer”) to [Buyer] (“Buyer”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated __________ ("Agreement") by and between [SELLER ENTITY] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

The aggregate nameplate capacity of the installed generating units comprising the Facility, less expected Station Use and Electrical Losses prior to the Delivery Points, is __MW AC ("Installed Capacity").

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _______ day of ______________, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By:______________________________

Its:______________________________

Date:_____________________________
This certification ("Certification") of the Construction Start Date is delivered by [SELLER ENTITY] ("Seller") to [Buyer] ("Buyer") in accordance with the terms of that certain Power Purchase and Sale Agreement dated __________ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

(1) the EPC Contract related to the Facility was executed on __________;

(2) the Limited Notice to Proceed with the construction of the Facility was issued on __________ (attached);

(3) the Construction Start Date has occurred;

(4) the precise Site on which the Facility is located is, which must be within a one-mile radius of the boundaries of the previously identified Site:

___________________________________ (such description shall amend the description of the Site in Exhibit A).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of ________.

[SELLER ENTITY]

By: ________________________________

Its: ________________________________

Date: ________________________________
IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US$[XXXXXXXX]

Expiry Date:

Beneficiary:

[ ]

[Address]

[ ]

Ladies and Gentlemen:

By the order of _________ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the "Letter of Credit") in favor of [ ] ("Beneficiary"), [ ], for an amount not to exceed the aggregate sum of U.S. $[XXXXXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Power Purchase and Sale Agreement dated as of _______ and as amended (the "Agreement") between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on ____________, 201_.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, referencing thereon our Letter of Credit No. [XXXXXXXX] accompanied by your dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

We hereby agree with the Beneficiary that all drafts drawn under and in compliance with the terms
of this Letter of Credit, that such drafts will be duly honored upon presentation to the drawee at [insert bank address]. Payment shall be made by Issuer in U.S. dollars with Issuer’s own immediately available funds.

Partial draws are permitted under this Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such expiry date we have sent to you written notice by overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on its the date specified in such notice. No presentation made under this Letter of Credit after such expiry date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the “UCP”), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer’s control (as defined in Article 36 of the UCP) that interrupts Issuer’s business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the expiry date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer’s Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer’s Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

[Bank Name]

[Insert officer name]
[Insert officer title]
(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [ ], [ ], as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of [ ] (the “Applicant”), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Power Purchase and Sale Agreement dated as of [ ], 20[ ] (the “Agreement”).

2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $________ because a [Buyer][Seller] Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. $________, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of [ ] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [ ] by wire transfer in immediately available funds to the following account:

[Specify account information]

[ ]

______________________________
Name and Title of Authorized Representative

Date ____________________________
This Replacement RA Notice (this “Notice”) is delivered by [SELLER ENTITY] (“Seller”) to [Buyer] (“Buyer”) in accordance with the terms of that certain Power Purchase and Sale Agreement dated __________ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.9(b) of the Agreement, Seller hereby provides the below Replacement RA product information:

<table>
<thead>
<tr>
<th>Unit Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>CAISO Resource ID</td>
<td></td>
</tr>
<tr>
<td>Unit SID</td>
<td></td>
</tr>
<tr>
<td>Prorated Percentage of Unit Factor</td>
<td></td>
</tr>
<tr>
<td>Resource Type</td>
<td></td>
</tr>
<tr>
<td>Point of Interconnection with the CAISO (Substation or Transmission Line)</td>
<td></td>
</tr>
<tr>
<td>Path 26 (North or South)</td>
<td></td>
</tr>
<tr>
<td>LCR Area (if any)</td>
<td></td>
</tr>
<tr>
<td>Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment</td>
<td></td>
</tr>
<tr>
<td>Run Hour Restrictions</td>
<td></td>
</tr>
<tr>
<td>Delivery Period</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Month</th>
<th>Unit CAISO NQC (MW)</th>
<th>Unit Contract Quantity (MW)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td></td>
<td></td>
</tr>
<tr>
<td>February</td>
<td></td>
<td></td>
</tr>
<tr>
<td>March</td>
<td></td>
<td></td>
</tr>
<tr>
<td>April</td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July</td>
<td></td>
<td></td>
</tr>
<tr>
<td>August</td>
<td></td>
<td></td>
</tr>
<tr>
<td>September</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November</td>
<td></td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 To be repeated for each unit if more than one.
[SELLER ENTITY]

By:______________________________

Its:______________________________

Date:_____________________________
To: Mayor and City Council
From: City Manager
Meeting Date: December 10, 2019
Subject: APPROVAL OF WASHINGTON BOULEVARD LIGHT RAIL TRANSIT COALITION MEMORANDUM OF UNDERSTANDING FOR EASTSIDE GOLD LINE PHASE II EXTENSION

Recommendation:

1. Authorize the City Manager to sign the Washington Boulevard Light Rail Transit Coalition (Washington Boulevard Coalition) Memorandum of Understanding, in a form acceptable to the City Attorney, in substantial conformance to the attached Memorandum of Understanding; and

2. Appoint two members of the City Council, one primary and one alternate, to serve on the governing board of the Washington Boulevard Coalition.

Fiscal Impact:

Adoption of the Memorandum of Understanding has no immediate fiscal impact. Staff will request an appropriation at a future date to fund activities outlined by the MOU in accordance with Section 6: Annual Budget and Proportional Costs. Staff identified Measure M and Measure R funds, as well as the General Fund as possible funding sources.

Background:

The Metropolitan Transportation Authority (Metro) Eastside Gold Line Phase II light rail project proposes to extend the Gold Line light rail east from the current terminus at Pomona and Atlantic Boulevards in East Los Angeles to the City of Whittier along Washington Boulevard; and/or to the City of South El Monte via State Route 60 (SR-60). Currently, Metro is preparing a Supplemental/Recirculated Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the project.

A broad stakeholder coalition, which includes employers, educators, community members, health care providers and local governments, has coalesced to advocate for the Washington Boulevard alignment in the upcoming proposed 9.5-mile eastside extension of the Metro Gold Line light rail segment, beginning in East Los Angeles and ending on Lambert Road in the City of Whittier.
Leading the Washington Boulevard Coalition are the five (5) cities along the route: Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier. The cities support the Washington Boulevard alignment for the following reasons:

- It best supports regional land use objectives;
- It is projected to have the highest ridership (approximately 19,900 daily boardings);
- It provides transit to the highest number of low income households and seniors;
- It provides services to the most transit-dependent populations;
- It allows the greatest overall user benefit hours;
- It connects communities by linking regional employment, education, shopping, healthcare, and housing; and
- It provides an environmentally-friendly alternative to the detrimental impacts of freeway commuting and congestion, functioning as an investment in a traditionally-underserved region.

**Twenty-Eight by ’28 Initiative**

In May 2017, Metro completed the Eastside Transit Corridor Phase 2 Technical Study, at which time the Metro Board directed the re-initiation of the environmental review process to assess the benefits and impacts of a SR-60 freeway alternative, the Washington Boulevard alternative, and a combined alternative. At their January 2018 meeting, the Metro Board adopted the Twenty-Eight by ’28 Initiative to complete twenty-eight (28) major projects in advance of the 2028 Los Angeles Summer Olympics and Paralympics. The Gold Line Eastside Extension Phase II is one of eight (8) Twenty-Eight by ’28 Initiative projects that have been deemed to have “aspirational” schedules. By Metro’s definition, an “aspirational” schedule indicates it is not fully funded before the accelerated project completion date of 2028 and would otherwise have a 2035 completion date. In May 2019, the Metro Board reiterated commitment to the four (4) pillar projects on the Twenty-Eight by 2028 plan, including the Gold Line Eastside Extension Phase II. The pillar projects have been identified as prioritized projects for Metro.

**TOD Specific Plan**

Additionally, in March 2018, the City of Pico Rivera was awarded and accepted a $390,000 grant (under Resolution No. 6949) from Metro to prepare a Transit Oriented Development (TOD) Specific Plan within a half (1/2) mile radius of the light rail line alignment and light rail station for the intersections of Washington and Rosemead Boulevards of the proposed Gold Line Eastside Extension. The planning grant is intended to support the City of Pico Rivera’s advancement of its comprehensive transit-supportive planning efforts. Metro has a vested interest in planning efforts around transit stations that promote, encourage, and support transit riders and the interface between public transportation and surrounding communities. In support of the Washington alignment, the TOD Specific Plan will address revitalization and reuse of the Washington Boulevard and Rosemead Boulevard area in anticipation of the proposed future Gold Line extension into the City.
Discussion:

As the activities of the Washington Boulevard Coalition have progressed, a need for a closely coordinated strategy and advocacy has risen. The attached Memorandum of Understanding memorializes the key principles that unite the cities in the Washington Coalition. As the lead land use agencies along the alignment, the cities will play a key role in ensuring the Washington Boulevard alternative is properly advocated for and, eventually, constructed.

Below are some of the activities that will be possible following adoption of the MOU:

- Close monitoring, analysis and feedback of Metro Board reports regarding the Twenty-Eight by ‘28 feasibility and constructability studies;
- Implementation of a financial benefits analysis of the corridor;
- Feasibility study and initiation of a potential Enhanced Infrastructure Finance District (EIFD) for the corridor;
- Facilitating a broad-spectrum grass-roots support base that includes stakeholders from an array of industries, interest groups, residents, employers, educational and government agencies; and
- Professional guidance and policy research support or recommendations to a Governing Board once established

Moreover, the governing structure of the Washington Boulevard Coalition’s administrative committee will consist of a Governing Board comprised of one (1) designated elected official from each of the five (5) participating cities, and its alternate, as well as a committee comprised of city managers and their designated staff. This will ensure each respective City Council is kept apprised and closely involved in the coalition’s efforts throughout the project.

Conclusion:

Staff recommends City Council authorize the City Manager to execute the MOU to advance the progress and strategic efforts presently established between the City of Pico Rivera, its collaborating cities, and Metro for the Eastside Gold Line Phase II project.

Steve Carmona

SC:JF

Enclosure: 1) MOU
MEMORANDUM OF UNDERSTANDING
BETWEEN
REGARDING
THE METRO GOLD LINE EASTSIDE EXTENSION PHASE II

This Memorandum of Understanding (“MOU”), is made and entered into as of the date of the last signature set forth below by and between the City of Commerce, a municipal corporation, the City of Montebello, a municipal corporation, the City of Pico Rivera, a municipal corporation, the City of Santa Fe Springs, a municipal corporation, and the City of Whittier, a municipal corporation, collectively, these entities shall be known herein as “The Washington Boulevard Light Rail Transit Coalition” or “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, The Washington Boulevard Light Rail Transit Coalition, local businesses, and residents advocate for the extension of the Gold Line along Washington Boulevard (the “Extension”); and

WHEREAS, The Extension will serve communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, South Whittier, and other unincorporated Los Angeles County neighborhoods; and

WHEREAS, Ridership is estimated to exceed 19,000 in today’s ridership standards; and

WHEREAS, The Extension will help connect communities to jobs, housing, education, healthcare, shopping, entertainment, and to each other; and

WHEREAS, The Extension will provide transit to disadvantaged residents, many with limited or no access to private vehicles, it will improve traffic congestion, and reduce air pollution; and

WHEREAS, The Extension will provide significant opportunities for economic growth and positive community transformation while supporting regional land use objectives.

NOW, THEREFORE, In consideration of the mutual benefits to be derived by the Parties, and of the promises herein contained, it is hereby agreed as follows:

Section 1. Recitals.

The recitals set forth above are fully incorporated as part of this MOU.
Section 2. Purpose.

The purpose of this MOU is to cooperatively pursue the extension of the Gold Line along Washington Boulevard. The Parties will seek funding and approvals for the extension of the Gold Line along Atlantic and Washington Boulevards—originating near the current East Los Angeles Civic Center terminus of West Gold Line and terminating in the City of Whittier—with a 50 or 100 year long range plan allowing for a possible extension to Orange County and beyond.

Section 3. Cooperation.

The Parties shall fully cooperate with one another to attain the purpose of this MOU as described in Section 2 above.

Section 4. Voluntary.

This MOU is voluntarily entered into for the purpose of advocating and pursuing the extension of the Gold Line along Washington Boulevard.

Section 5. Term.

This MOU shall become effective on the date of the final execution by the Parties and shall remain in effect until terminated by the Parties as set forth herein.

Section 6. Annual Budget and Proportional Costs.

The Parties agree that the City of Whittier shall be the lead agency for purposes of fiscal and administrative matters. The Parties agree that the adoption of an annual budget shall be subject to unanimous approval. The parties further agree to pay their proportional amount to the City of Whittier for fiscal and administrative costs related to the facilitation of the goals and purpose as stated in the MOU (“Proportional Costs”) for consultants and special projects. Such consultant and special project costs incurred outside the adopted budget shall be subject to 4/5 supermajority approval. The City of Whittier shall provide the parties with a statement of costs on a quarterly basis. Following the adoption of this MOU, the Administrative Committee (as defined in Section 7) shall present options for calculating the Proportional Costs for the Governing Board’s (as defined in Section 7) consideration. The Governing Board shall approve a Proportional Costs formula by supermajority vote. No Party shall be responsible for any costs pursuant to this Section or Section 8 until such time that the Governing Board approves a Proportional Costs formula.

Section 7. Organizational Structure.

The Washington Boulevard Light Rail Transit Coalition shall consist of a Governing Board comprised of one (1) designated elected official from each Party headed by a chair and vice chair and an Administrative Committee comprised of city managers (or his or her
designee) from the Parties headed by a chair and vice chair. The Administrative Committee shall provide professional guidance and policy research in support of recommendations to the Governing Board and shall administer the terms and conditions of this MOU on behalf of their respective Party.

Section 8. Initial Contribution and Expenditures.

Each party shall make an initial contribution in the amount set forth in the approved Proportional Costs formula, which shall be used for reasonable and necessary costs consistent with the purpose of this MOU. The initial contribution shall be applied towards each Party’s respective Proportional Costs share as determined under Section 6. The Governing Board shall approve all expenditures of funds.

Section 9. General Agreements and Acknowledgements.

The Parties agree that:

a. The Light Rail Line is the preferred option (as opposed to high speed, or dedicated bus lanes);

b. The preferred route is one that is below grade through East Los Angeles;

c. They will advocate for routes approved by impacted communities and cities, while supporting mobility and environmental justice goals;

d. They will pursue connecting East Los Angeles Civic Center with Citadel Outlets (which draws more visitors on a yearly basis than the Disneyland Parks) with PIH Health Hospital Campus, along with major employment centers in the City of Commerce;

e. Nine (9) light rail stations can spur revitalization and reinvestment;

f. The Army Corps of Engineers, Caltrans, and the Los Angeles County Flood Control District are additional stakeholders;

g. Any funds deposited by the Parties be used for the purpose and administration of this MOU;

h. The Parties are, and shall at all times remain as to each other, wholly independent entities;

i. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the Parties at the addresses identified in Section 12(a).

j. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, neither Party
may assign its respective rights or obligations under this MOU without the prior written consent of the other Parties

Section 10.  **Indemnification.**

To the fullest extent permitted by law, the City of Whittier, the City of Pico Rivera, the City of Montebello, the City of Commerce, and the City of Santa Fe Springs agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party or Parties responsible for liability to the other will indemnify the other Party or Parties to this MOU for the percentage of liability determined.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the Parties indemnifies, defends, and holds harmless each other Party for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof and incorporated herein.

Section 11.  **Termination.**

a. This entire MOU may be terminated by mutual agreement of all Parties. A Party may initiate the termination process by submitting a thirty days’ (30-days’) written request to terminate this entire MOU to the rest of the Parties. The entire MOU will not be considered terminated, until and unless, all the Parties that are members of this MOU at the expiration of the thirty-days’ (30-days’) notice agree to terminate the MOU in its entirety. If the MOU is terminated, all Parties that are members of this MOU as of the date of MOU termination, shall be entitled to the remaining funds, after all outstanding costs or expenses are paid, in accordance with approved Proportional Costs formula approved under Section 6. Any completed work shall be owned by all Parties.
b. A Party may opt out of this MOU at any time by submitting in writing to the remaining Parties its intent to opt out. If a Party opts out of this MOU it forfeits all monies apportioned to the Party and its right to work completed through this MOU.


a. Notices. Any and all notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Party representative at the address as follows:

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640
rbobadilla@cityofmontebello.com

Steve Carmona
City Manager
City of Pico Rivera City Hall
6615 Passons Boulevard
Pico Rivera, CA 90660
(562) 801-4379
scarmona@pico-rivera.org

Edgar P. Cisneros
City Manager
City of Commerce
2535 Commerce Way
Commerce CA 90040
(323) 722-4805
ecisneros@ci.commerce.ca.us

City Manager
City of Whittier
13230 Penn Street
Whittier, CA 90602
(562) 567-9300

Ray Cruz
City Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
(562) 409-7510
rcruz@santafesprings.org

Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or facsimile. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth above.

b. Administration. For the purpose of this MOU, the parties hereby designate as their respective Party representatives to the Administrative Committee the persons named as follows:

Rene Bobadilla
City Manager
City of Montebello

Steve Carmona
City Manager
City of Pico Rivera

Edgar P. Cisneros
City Manager
City of Commerce

City Manager
City of Whittier

Ray Cruz
City Manager
City of Santa Fe Springs

The designated Party representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

c. Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
d. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of each Party to this MOU and their respective heirs, administrators, representatives, successors and assigns.

e. **Amendment.** The terms and provisions of this MOU may not be amended, modified or waived, except in writing signed by all the Parties.

f. **Waiver.** Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

g. **Law to Govern; Venue.** This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

h. **No Presumption in Drafting.** The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.

i. **Entire MOU.** This MOU constitutes the entire MOU of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous MOUs, whether written or oral, with respect thereto.

j. **Severability.** If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

k. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

l. **Represented by Counsel.** All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties and shall be rectified by amending this MOU as described in paragraph 12(e).

m. **Authorized to Sign.** Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this MOU on behalf of such Party.
n. **No Financial Obligation.** Each Party shall have no financial obligation to the other Parties of this MOU, except as herein expressly provided.

**IN WITNESS WHEREOF,** the Parties have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

**CITY OF PICO RIVERA**

Date: ____________________  By: ____________________

By: ____________________  
Steve Carmona  
City Manager

ATTEST:

By: ____________________  
Anna M. Jerome, CMC  
City Clerk

APPROVED AS TO FORM:

………………..  
City Attorney

By: ____________________
CITY OF COMMERCE

Date: _____________________  By: __________________
Edgar P. Cisneros
City Manager

ATTEST:

By: ______________________
Len Shumway
City Clerk

APPROVED AS TO FORM:

............... 
City Attorney

By: _____________________
CITY OF WHITTIER

Date: _____________________                         By: __________________

                        City Manager

ATTEST:

By: ______________________

                        City Clerk

APPROVED AS TO FORM:

                        .................
                        City Attorney

By: _____________________
CITY OF SANTA FE SPRINGS

Date: _____________________                                                        By: __________________

Ray Cruz
City Manager

ATTEST:

By: ______________________
Janet Martinez, CMC
City Clerk

APPROVED AS TO FORM:

...............                       
City Attorney

By: __________________________

CITY OF MONTEBELLO

Date: ____________

By: __________________
   Rene Bobadilla
   City Manager

ATTEST:

By: ______________________
   Irma Barajas
   City Clerk

APPROVED AS TO FORM:

………………..
   City Attorney

By: __________________
To: Mayor and City Council
From: City Manager
Meeting Date: December 10, 2019
Subject: I-605 HOT SPOTS INTERSECTION IMPROVEMENT PROJECTS – AMENDMENTS TO FUNDING AGREEMENTS WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Recommendation:

1. Authorize the City Manager to execute amendments to the funding agreements with Los Angeles County Metropolitan Transportation Authority (Metro) for the I-605 Hot Spots Intersection Projects – CIP Nos. 21277 and 21278;

Fiscal Impact:

The projects are currently fully funded with Measure R grant funds awarded to the City by Metro through the Gateway Cities Council of Governments (GCCOG) in the amount of $4,775,500. The initial grant funding allocation on May 27, 2014 for both projects was $2,410,000. Amendments to the funding agreements in the amount of $1,213,000, mostly consisting of design modifications and storm water quality improvements, were approved by the Metro Board of Directors on June 15, 2016 and by the City Council on July 11, 2017. Plans, specifications and estimates were completed for each project and based on actual construction bids, a funding shortage of $1,152,500 was identified. On November 27, 2018, the SR-91/I-605/I-405 Technical Advisory Committee (TAC) of the GCCOG approved the City’s request for additional funding. On June 27, 2019, the Metro Board of Directors approved the additional funding and execution of the recommended amendments to the funding agreements with Metro. No additional appropriations are required for the projects at this time.

Discussion:

The City of Pico Rivera is a member of the SR-91/I-605/I-405 Corridor Cities Committee through its membership in the Gateway Cities Council of Governments (GCCOG). The mission of this group is to reduce congestion along an approximate 19-mile stretch of the I-605, SR-91, and I-405 freeways. The committee created the Hot Spots Program to focus on reducing congestion in local jurisdictions at regionally significant roadway intersections located within the limits of the corridor study area.

There are four (4) intersections along Rosemead Boulevard within the City of Pico Rivera that were identified in the Hot Spots Program: (1) Rosemead Boulevard at Beverly
Boulevard (CIP No. 21276); (2) Rosemead Boulevard at Slauson Avenue (CIP No. 21277; (3) Rosemead Boulevard at Whittier Boulevard (CIP No. 21278); and (4) Rosemead Boulevard at Washington Boulevard (CIP No. 21278). The intersections Rosemead Boulevard at Whittier and Washington Boulevard were combined as a single CIP project due to the minor modifications proposed to the intersection at Rosemead Boulevard and Washington Boulevard.

On May 27, 2014, the City Council approved the funding agreements for the I-605 Hot Spots Intersection Improvement Projects as follows:

1. Rosemead Boulevard at Slauson Avenue (CIP No. 21277) – Agreement No. 14-1493 (Metro FA No. MOU.MR 315.19) for grant funding in the amount of $1,770,000.
2. Rosemead Boulevard at Whittier Boulevard (CIP No. 21278) – Agreement No. 14-1491 (Metro FA No. MOU.MR 315.09) for grant funding in the amount of $600,000.
3. Rosemead Boulevard at Washington Boulevard (CIP No. 21278) – Agreement No. 14-1492 (Metro FA No. MOU.MR 315.21) for grant funding in the amount of $40,000.

On July 11, 2017, the City Council approved funding amendments to the agreements for the I-605 Hot Spots Intersection Improvement Projects, as follows:

1. Rosemead Boulevard at Slauson Avenue (CIP No. 21277) – Amendment No. 1 to FA No. MOU.MR 315.19 for additional grant funding in the amount of $425,000.
2. Rosemead Boulevard at Whittier Boulevard (CIP No. 21278) – Amendment No. 1 to Metro FA No. MOU.MR 315.09 for additional grant funding in the amount of $788,000.

Plans, specifications and estimates were completed for CIP Nos. 21277 and 21278 in August 2018 and September 2018. Construction bids were opened for both projects in November 2018. Based on estimated units and bids received, a funding shortage of $1,152,500 was identified. Staff requested additional funding for Metro through the SR-91/I-605/I-405 TAC committee. Following approval from the TAC Committee, Metro Board approved the City’s funding request on June 27, 2019.

The recommended amendments to the funding agreements with Metro for the additional Measure R grant funding are as follows:

1. Rosemead Boulevard at Slauson Avenue (CIP No. 21277) – Amendment No. 2 (Enclosure 1) to Agreement No. 14-1493 (Metro FA No. MOU.MR 315.19) for grant funding in the amount of $706,000.
2. Rosemead Boulevard at Whittier Boulevard (CIP No. 21278) – Amendment No. 2 (Enclosure 2) to Agreement No. 14-1491 (Metro FA No. MOU.MR 315.09) for grant funding in the amount of $433,500.
3. Rosemead Boulevard at Washington Boulevard (CIP No. 21278) – Amendment No. 1 (Enclosure 3) to Agreement No. 14-1492 (Metro FA No. MOU.MR 315.21 for grant funding in the amount of $13,000.

Conclusion:

Staff recommends execution of the recommended amendments to the funding agreements with Metro. Following execution of the funding amendment agreements, the City will be eligible to receive reimbursement from Metro for the funding shortage identified for each project. CIP 21277 is in construction and is anticipated to be completed by December 2019. CIP 21278 is currently in construction and is anticipated to be completed by April 2020. The total Measure R grant funding for the intersections of Rosemead Boulevard at Slauson Avenue, Rosemead Boulevard at Whittier Boulevard and Rosemead Boulevard at Washington Boulevard will be $4,775,500.

Steve Carmona

SC:MH:KG:lg

Enclosures: 1) Amendment No. 2 to Metro FA MOU.MR 315.19 (Rosemead & Slauson)  
2) Amendment No. 2 to Metro FA MOU.MR 315.09 (Rosemead & Whittier)  
3) Amendment No. 1 to Metro FA MOU.MR 315.21 (Rosemead & Washington)
AMENDMENT No. 2 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF PICO RIVERA AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of
June 27, 2019 by and between the City of Pico Rivera ("Grantee") and the Los Angeles County
Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement
No. MR315.19 dated June 12, 2014, which was amended on April 21, 2017. (as amended, the
"Existing FA"), which Existing FA provides for the Rosemead Boulevard and Slauson Avenue
Intersection Improvements Project (the "Project");

B. WHEREAS, LACMTA Board action of June 27, 2019, increased the
Measure R programmed funds from $2,195,000 to $2,901,000 (the "Funds") for the Project;

C. WHEREAS, the Funds are currently programmed as follows: $300,000
in Measure R Funds in FY 2013-14; $1,470,000 in Measure R Funds in FY 2014-15; $425,000
in Measure R Funds in FY 2015-16; and $706,000 in Measure R Funds in FY 2018-19. The
total designated amount for the project is $2,901,000;

D. WHEREAS, LACMTA Board on October 17, 2018 approved to extend
the lapsing date of the Project Funds programmed in FY 2013-14 and FY 2014-15 to June 30,
2020; and

E. Grantee and LACMTA desire to amend the Existing FA as provided
herein.
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $2,901,000 (the “Funds”) for the Project. LACMTA Board of Directors actions on October 24, 2013, March 27, 2016, June 23, 2016, October 17, 2018, and July 27, 2019 granted the Measure R Funds for the Project. The Funds are currently programmed as follows: $300,000 in FY 2013-14; $1,470,000 in FY 2014-2015; $425,000 in FY 2015-16; and $706,000 in FY 2018-19.”

2. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA 90012
Attention: Carlos Montez, 99-18-2
(213) 418-3241

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.19 and FA# MOU.MR315.19
LACMTA Project Manager: Carlos Montez, MS: 99-18-2”
4. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013-14, FY 2014-15, and FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2023."

5. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

6. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

7. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ______________________
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ______________________

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ______________________
Steve Carmona
City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: ______________________
Arnold M. Alvarez-Glasman
City Attorney

Rev: 12.07.16
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington                  Date:
    Chief Executive Officer

APPROVED AS TO FORM:

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ___________________________
    Steve Carmona
    City Manager

By: Arnold M. Alvarez-Glasman
    City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: __________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: __________

CITY OF PICO RIVERA

By: ___________________________ Date: __________
    Steve Carmona
    City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: __________
    Arnold M. Alvarez-Glasman
    City Attorney
### Programmed Budget - Sources of Funds

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>FY2013-14</th>
<th>FY2014-15</th>
<th>FY2015-16</th>
<th>FY2016-17</th>
<th>FY2017-18</th>
<th>FY2018-19</th>
<th>Total Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>LACMTA Programmed Funding</td>
<td>$300,000</td>
<td>$1,470,000</td>
<td>$425,000</td>
<td>-</td>
<td>-</td>
<td>$706,000</td>
<td>$2,901,000</td>
<td>100%</td>
</tr>
<tr>
<td>Measure R Funds</td>
<td>$300,000</td>
<td>$1,470,000</td>
<td>$425,000</td>
<td>-</td>
<td>-</td>
<td>$706,000</td>
<td>$2,901,000</td>
<td>100%</td>
</tr>
<tr>
<td>LACMTA Programmed Funds By Year Subtotal</td>
<td>$300,000</td>
<td>$1,470,000</td>
<td>$425,000</td>
<td>-</td>
<td>-</td>
<td>$706,000</td>
<td>$2,901,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Other Sources of Funding:**

- **Local:** $0 0%
- **State:** $0 0%
- **Federal:** $0 0%
- **Private or Other:** $0 0%

**Other Funding Subtotal:** $0 0%

**Total Project Funds:** $300,000 $1,470,000 $425,000 - - $706,000 $2,901,000 100%
## ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

**Measure R Program - Funding Agreement Projects - FA.9200000000MR315.19**

Project Title: Rosemead Boulevard and Slauson Avenue Intersection Improvements  
Project #: MR315.19

### PROGRAMMED SOURCES OF FUNDS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LACMTA PROGRAMMED FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS&amp;E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Const Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total MEASURE R FUNDS</strong></td>
<td>$100,000</td>
<td>$100,000</td>
<td>$102,000</td>
<td>$550,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,770,000</td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS&amp;E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Const Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total MEASURE R FUNDS</strong></td>
<td>$100,000</td>
<td>$100,000</td>
<td>$102,000</td>
<td>$550,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,770,000</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW Support</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Const Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RW</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total MEASURE R FUNDS</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$706,000</td>
<td>$706,000</td>
<td></td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td>$100,000</td>
<td>$100,000</td>
<td>$102,000</td>
<td>$550,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,770,000</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>PROJECT FUNDING</strong></td>
<td>$100,000</td>
<td>$100,000</td>
<td>$102,000</td>
<td>$550,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$1,770,000</td>
</tr>
</tbody>
</table>

### SUMMARY OF ALL FUNDS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PAED</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$100,000</td>
<td>$220,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$320,000</td>
</tr>
<tr>
<td>RW Support</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Const Support</td>
<td>$128,000</td>
<td>$40,000</td>
<td>$0</td>
<td>$110,000</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$318,000</td>
</tr>
<tr>
<td>RW</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL MILESTONES</strong></td>
<td>$100,000</td>
<td>$220,000</td>
<td>$1,295,000</td>
<td>$580,000</td>
<td>$0</td>
<td>$0</td>
<td>$706,000</td>
<td>$2,981,000</td>
<td></td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td>$100,000</td>
<td>$220,000</td>
<td>$1,295,000</td>
<td>$580,000</td>
<td>$0</td>
<td>$0</td>
<td>$706,000</td>
<td>$2,981,000</td>
<td></td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT FUNDING</strong></td>
<td>$100,000</td>
<td>$220,000</td>
<td>$1,295,000</td>
<td>$580,000</td>
<td>$0</td>
<td>$0</td>
<td>$706,000</td>
<td>$2,981,000</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C-2
SCOPE OF WORK

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Slauson Avenue

PROJECT LOCATION:
The project is located at the intersection of Rosemead Boulevard and Slauson Avenue in the City of Pico Rivera, in the Los Angeles County area.

PROJECT LIMITS:
Proposed improvements will be limited to the intersection of Rosemead Boulevard and Slauson Avenue.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in and around the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:
Proposed improvements include the following: accommodate the increased left-turn storage, additional left-turn lanes, additional through travel lanes, dedicated right-turn lane, reconstruction of existing medians to accommodate additional travel lanes, relocation of bus shelters, and associated traffic signal modifications.

PROJECT BUDGET:

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA/ED</td>
<td>000,000</td>
</tr>
<tr>
<td>PS and E</td>
<td>320,000</td>
</tr>
<tr>
<td>R/W Support</td>
<td>000,000</td>
</tr>
<tr>
<td>R/W Capital</td>
<td>000,000</td>
</tr>
<tr>
<td>Construction Support</td>
<td>310,000</td>
</tr>
<tr>
<td>Construction Capital</td>
<td>2,271,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$ 2,901,000</strong></td>
</tr>
</tbody>
</table>

SCOPE:
The project entails the following:

- Increase the northbound left-turn storage by adding a second left turn pocket on Slauson Avenue.
- Reconstruct landscaped raised medians, as necessary, to accommodate additional travel lanes.
- Provide additional north and southbound thru lanes on Rosemead Boulevard.
- Add overlap phasing for northbound right-turn onto Slauson Avenue.
- Construct traffic signal improvements to accommodate additional travel lanes.
- Provide for utility relocation and upgrade, as necessary.
- Demolition of existing private and/or public improvements and grading.
- Construct bus shelters to comply with Metro standards.
- Preparation of temporary construction easements.
- Preparation of roadway easements and temporary construction easements.
- Construct miscellaneous improvements such as paving, wheelchair ramps, sidewalk, utility relocations, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signal upgrades, traffic signing, striping, markings, street lighting, etc., as necessary, to construct the project.

DESIGN:

I. Preliminary Design – “___ Report” as Final Work Product

Tasks to be performed include, but are not limited to, the following:

A. Meet with City of Pico Rivera staff to review the study arterial concept plans and confirm the basic traffic data that will be utilized in determining the scope of the proposed intersection improvements.
B. Perform research at Los Angeles County and the City of Pico Rivera for survey information.
C. Set target survey control points. Establish horizontal and vertical coordinates on all control points.
D. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
E. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements.
F. Prepare a Field Condition Assessment Memo. Perform preliminary field reconnaissance and photo-document existing conditions. Identify special conditions that might create conflicts or change orders during construction.
G. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
H. Identify right-of-way acquisitions to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
I. Identify street pavement structural sections for project area.
J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the
street design for stormwater quality improvements prior to entering natural waterways.

K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.

L. Prepare and submit an Engineer’s construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Conduct the required technical analysis for the project.
B. Approve, file, and record Notice of Exemption (NOE) with the County Recorder.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Rosemead Boulevard and Slauson Avenue, based on the City reviewed “Summary Letter Report”.
B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Construction Phasing, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bus Shelter and Median/Landscaping Plans.
C. Submittal of plan set shall be delivered at 65% and 95% complete and final (three (3) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Prepare construction specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.
E. Submittal of specifications shall be delivered to the City at 65%, 95% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
F. Prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.
G. Submittal of the engineer’s construction cost estimate shall be delivered to the City at 65%, 95% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Attend a pre-design (kick-off) meeting with City representatives to review the project in detail, and determine the City’s specific requirements and procedures for design, ongoing review, coordination and meetings. Anticipate attending a minimum of 6 (six) meetings with City staff.
B. Maintain continuous communication with the City of Pico Rivera Project Manager, including meetings to review the initial concept plans and project status at 65%, 95%, and 100% completion.
C. Provide agendas of special items for discussion, and minutes listing action items
D. Provide a detailed project schedule with updates on a monthly basis
E. Maintain continuous awareness of the status of each task as it proceeds, and make provisions to expedite and resolve any challenges that may impede progress
F. Proactively initiate communications between the design team and City of Pico Rivera to address key issues timely
G. Provide support for City of Pico Rivera and/or City Council presentations, including PowerPoint presentations, concept plans and drawings and answer questions from committee or council members

CONSTRUCTION:
Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Provide technical support during the bidding of the project.
B. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
C. Prepare project addenda at the direction of City staff.
D. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
E. Provide response to contractor's requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFIs will be responded too.
F. Review and approve shop drawings.
G. Furnish a complete set of revised original record drawings complete with electronic files.
H. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
I. Contract with a Contractor for construction.
J. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined.

MILESTONES: The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>PS&amp;E</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>85% PS&amp;E</td>
<td>September 2014</td>
<td>April 2016</td>
</tr>
<tr>
<td>95% PS&amp;E</td>
<td>May 2016</td>
<td>January 2017</td>
</tr>
<tr>
<td>Submit Final PS&amp;E</td>
<td>December 2018</td>
<td>March 2019</td>
</tr>
</tbody>
</table>
CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>Solicitation (Bid/Proposal)</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Solicitation Package</td>
<td>February 2019</td>
<td>March 2019</td>
</tr>
<tr>
<td>Solicitation Response</td>
<td></td>
<td>April 2019</td>
</tr>
<tr>
<td>Contract Award</td>
<td></td>
<td>April 2019</td>
</tr>
<tr>
<td>Fully Executed Contract</td>
<td></td>
<td>April 2019</td>
</tr>
<tr>
<td>Construction</td>
<td>April 2019</td>
<td>December 2019</td>
</tr>
</tbody>
</table>
AMENDMENT No. 2 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF PICO RIVERA AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this “Amendment”), is dated as of June 27, 2019 by and between the City of Pico Rivera (“Grantee”) and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MR315.09 dated June 12, 2014, which was amended on April 21, 2017 (as amended, the "Existing FA"), which Existing FA provides for the Rosemead Boulevard and Whittier Boulevard Intersection Improvements Project (the “Project”);

B. WHEREAS, LACMTA Board action of June 27, 2019, increased the Measure R programmed funds from $1,388,000 to $1,821,500 (the “Funds”) for the Project;

C. WHEREAS, the Funds are currently programmed as follows: $120,000 in Measure R Funds in FY 2013-14; $480,000 in Measure R Funds in FY 2014-15; $788,000 in Measure R Funds in FY 2015-16; and $433,500 in Measure R Funds in FY 2018-19. The total designated amount for the Project is $1,821,500;

D. WHEREAS, LACMTA Board on October 17, 2018 approved to extend the lapsing date of the Project Funds programmed in FY 2013-14 and FY 2014-15 to June 30, 2020; and

E. Grantee and LACMTA desire to amend the Existing FA as provided herein.
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $1,821,500 (the "Funds") for the Project. LACMTA Board of Directors actions on October 24, 2013, March 27, 2014, June 23, 2016, October 17, 2018, and June 27, 2019 granted the Measure R Funds for the Project. The Funds are currently programmed as follows: $120,000 in FY 2013-14, $480,000 in FY 2014-15, $788,000 in FY 2015-16, and $433,500 in FY 2018-19."

2. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA 90012
Attention: Carlos Montez, 99-18-2
(213) 418-3241
MontezC@metro.net"

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.09 and FA# MOU.MR315.09"
LACMTA Project Manager: Carlos Montez, MS: 99-18-2"

4. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “(vii) within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013-14, FY 2014-15, and FY 2015-16 are subject to lapse by June 30, 2020. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2023.”

5. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

6. Attachment B1-1 of the Existing FA is hereby replaced by Attachment B1-2, attached.

7. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: __________________________ Date: __________________________

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: __________________________ Date: __________________________

By: __________________________

Steve Carmona
City Manager

APPROVED AS TO FORM:

By: __________________________ Date: __________________________

Arnold M. Alvarez-Glasman
City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ___________________________

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

Date: ___________________________

GRANTEE:

CITY OF PICO RIVERA

___________________________ Date: ___________________________

APPROVED AS TO FORM:

By: ___________________________ Date: ___________________________

Arnold M. Alvarez-Glasman
City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ____________________________  Date: ____________________________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

GRANTEE:

By: ____________________________  Date: ____________________________
    Steve Carmona
    City Manager

APPROVED AS TO FORM:

By: ____________________________  Date: ____________________________
    Arnold M. Alvarez-Glasman
    City Attorney
## Programmed Budget - Sources of Funds

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>FY2013-14</th>
<th>FY2014-15</th>
<th>FY2015-16</th>
<th>FY2016-17</th>
<th>FY2017-18</th>
<th>FY2018-19</th>
<th>Total Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LACMTA Programmed Funding</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Measure R Funds</strong></td>
<td>120,000</td>
<td>480,000</td>
<td>788,000</td>
<td></td>
<td></td>
<td>433,500</td>
<td>1,821,500</td>
<td></td>
</tr>
<tr>
<td><strong>LACMTA Programmed Funds by Year Subtotal</strong></td>
<td>120,000</td>
<td>480,000</td>
<td>788,000</td>
<td></td>
<td></td>
<td>433,500</td>
<td>1,821,500</td>
<td>100%</td>
</tr>
</tbody>
</table>

### Other Sources of Funding:

**Local:**
- $ -
- 0%

**State:**
- $ -
- 0%

**Federal:**
- $ -
- 0%

**Private or Other:**
- $ -
- 0%

### Other Funding Subtotal:
- $ -
- 0%

### Total Project Funds:
- $ 120,000
- $ 480,000
- $ 788,000
- $ -
- $ 433,500
- $ 1,821,500
- 100%
### ATTACHMENT B1-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

**Measure R Program - Funding Agreement Projects - FA.920000000.MR315.09**

**Project Title:** 1-605 Hot Spots Aerial Intersection Project - Rosemead Boulevard and Whittier Boulevard Project#:MR315.09

#### PROGRAMMED SOURCES OF FUNDS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LACMTA PROGRAMMED FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MEASURE R FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PSRE</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
<tr>
<td>RW Support</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$166,500</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$1,025,000</td>
</tr>
<tr>
<td>RW Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total MEASURE R</strong></td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>PROJECT FUNDING:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SOURCES OF FUNDS</strong></td>
<td>FY 2016-17</td>
<td>FY 2016-17</td>
<td>FY 2016-17</td>
<td>FY 2016-17</td>
<td>FY 2017-18</td>
<td>FY 2017-18</td>
<td>FY 2017-18</td>
<td>FY 2017-18</td>
<td>TOTAL BUDGET</td>
</tr>
<tr>
<td><strong>LACMTA PROGRAMMED FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MEASURE R FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PSRE</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RW Support</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$166,500</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$1,025,000</td>
</tr>
<tr>
<td>RW Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total MEASURE R</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>PROJECT FUNDING:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY16-17 and FY17-18</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>LACMTA PROGRAMMED FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MEASURE R FUNDS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAED</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PSRE</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RW Support</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$33,250</td>
<td>$166,500</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$206,250</td>
<td>$1,025,000</td>
</tr>
<tr>
<td>RW Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total MEASURE R</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS:</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>PROJECT FUNDING:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY18-19 and FY19-20</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUMMARY OF ALL FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PAED</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>PSRE</strong></td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
<tr>
<td><strong>RW Support</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Const. Support</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>RW Construction</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL MILESTONES</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SUM PROG LACMTA FUNDS</strong></td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
<tr>
<td><strong>SUM NON-LACMTA FUNDS</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT FUNDING</strong></td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$312,500</td>
</tr>
</tbody>
</table>
ATTACHMENT C-2
SCOPE OF WORK

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Whittier Boulevard

PROJECT LOCATION:
The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Whittier Boulevard.

PROJECT LIMITS:
This project limits are limited to the intersection of Rosemead Boulevard and Whittier Boulevard.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in and around the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:
Proposed improvements include the following: accommodate the increased left-turn storage, additional left-turn lane, dedicated right-turn lane, reconstruction of existing medians to accommodate additional travel lanes, relocation of bus shelters, and associated traffic signal modifications.

PROJECT BUDGET:

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA/ED</td>
<td>000,000</td>
</tr>
<tr>
<td>PS and E</td>
<td>125,000</td>
</tr>
<tr>
<td>R/W Support</td>
<td>000,000</td>
</tr>
<tr>
<td>R/W Capital</td>
<td>000,000</td>
</tr>
<tr>
<td>Construction Support</td>
<td>245,000</td>
</tr>
<tr>
<td>Construction Capital</td>
<td>1,451,500</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$1,821,500</strong></td>
</tr>
</tbody>
</table>

SCOPE:
The Project features include, but are not limited to, the following:

- Increase the southbound left-turn storage by adding a second left turn pocket on Rosemead Boulevard.
- Increase the northbound right-turn storage by adding a right turn pocket on Whittier Boulevard.
- Reconstruct landscaped raised medians, as necessary, to accommodate additional travel lanes.
- Add overlap phasing for westbound right-turn onto Rosemead Boulevard.
- Construct traffic signal improvements to accommodate additional travel lanes.
- Provide for utility relocation and upgrade, as necessary.
- Demolition of existing private and/or public improvements and grading.
- Construct bus shelters to comply with Metro standards.
- Preparation of temporary construction easements.
- Preparation of roadway easements and temporary construction easements.
- Construct miscellaneous improvements such as paving, wheelchair ramps, sidewalk, utility relocations, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signal upgrades, traffic signing, striping, markings, street lighting, etc., as necessary, to construct the project.

1. Preliminary Design – “____ Report” as Final Work Product

Tasks to be performed include, but are not limited to, the following:

A. Meet with City of Pico Rivera staff to review the study arterial concept plans and confirm the basic traffic data that will be utilized in determining the scope of the proposed intersection improvements.
B. Perform research at Los Angeles County and the City of Pico Rivera for survey information.
C. Set target survey control points. Establish horizontal and vertical coordinates on all control points.
D. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
E. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements.
F. Prepare a Field Condition Assessment Memo. Perform preliminary field reconnaissance and photo-document existing conditions. Identify special conditions that might create conflicts or change orders during construction.
G. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
H. Identify right-of-way acquisitions to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
I. Identify street pavement structural sections for project area.
J. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
K. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy for. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Conduct the required technical analysis for the project.
B. Approve, file, and record Notice of Exemption (NOE) with the County Recorder.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Rosemead Boulevard and Whittier Boulevard, based on the City reviewed "Summary Letter Report".
B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Construction Phasing, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical, Bus Shelter and Median/Landscaping Plans.
C. Submittal of plan set shall be delivered at 65% and 95% complete and final (three (3) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Prepare construction specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
E. Submittal of specifications shall be delivered to the City at 65%, 95% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
F. Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents.
G. Submittal of the engineer's construction cost estimate shall be delivered to the City at 65%, 95% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Attend a pre-design (kick-off) meeting with City representatives to review the project in detail, and determine the City’s specific requirements and procedures for design, ongoing review, coordination and meetings. Anticipate attending a minimum of 6 (six) meetings with City staff.
B. Maintain continuous communication with the City of Pico Rivera Project Manager, including meetings to review the initial concept plans and project status at 65%, 95%, and 100% completion.
C. Provide agendas of special items for discussion, and minutes listing action items
D. Provide a detailed project schedule with updates on a monthly basis
E. Maintain continuous awareness of the status of each task as it proceeds, and make provisions to expedite and resolve any challenges that may impede progress
F. Proactively initiate communications between the design team and City of Pico Rivera to address key issues timely
G. Provide support for City of Pico Rivera and/or City Council presentations, including Power Point presentations, concept plans and drawings and answer questions from committee or council members.

CONSTRUCTION:
Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Provide technical support during the bidding of the project.
B. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.
C. Prepare project addenda at the direction of City staff.
D. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.
E. Provide response to contractor’s requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City’s Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFIs will be responded too.
F. Review and approve shop drawings.
G. Furnish a complete set of revised original record drawings complete with electronic files.
H. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
I. Contract with a Contractor for construction.
J. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>PS&amp;E</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>65% PS&amp;E</td>
<td>September 2014</td>
<td>April 2016</td>
</tr>
<tr>
<td>95% PS&amp;E</td>
<td>May 2016</td>
<td>August 2018</td>
</tr>
</tbody>
</table>

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>Solicitation (Bid/Proposal)</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>September 2018</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

| Construction                | February 2019 | November 2019 |
AMENDMENT No. 1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF PICO RIVERA AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of
June 27, 2019 by and between the City of Pico Rivera ("Grantee") and the Los Angeles County
Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement
No. MOU.MR315.21 dated June 12, 2014, (the "Existing FA"), which Existing FA provides
for the Rosemead Boulevard & Washington Boulevard Intersection Improvements Project (the
"Project");

B. WHEREAS, LACMTA Board action of June 27, 2019, increased the
Measure R programmed funds from $40,000 to $53,000 (the “Funds”) for the Project;

C. WHEREAS, the Funds are currently programmed as follows: $8,000 in
Measure R Funds in FY 2013-14; $32,000 in Measure R Funds in FY 2014-15; and $13,000 in
Measure R Funds in FY 2018-19. The total designated amount for the Project is $53,000;

D. WHEREAS, LACMTA Board on October 17, 2018 approved to extend
the lapsing date of the Project Funds programmed in FY 2013-14 and FY 2014-15 to June 30,
2020, and

E. Grantee and LACMTA desire to amend the Existing FA as provided
herein.
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $53,000 (the “Funds”) for the Project. LACMTA Board of Directors actions on October 24, 2013, October 17, 2018, and June 27, 2019 granted the Measure R Funds for the Project. The Funds are currently programmed as follows: $8,000 in FY 2013-14, $32,000 in FY 2014-15, and $13,000 in FY 2018-19.”

2. Part I, Paragraph 11 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA 90012
Attention: Carlos Montez, 99-18-2
(213) 418-3241

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:
Re: LACMTA Project ID# MR315.21 and FA# MOU.MR315.21
LACMTA Project Manager: Carlos Montez, “MS: 99-18-2”
4. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013-14 and FY 2014-15 are subject to lapse by June 30, 2020. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2023."

5. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

6. Attachment B1 of the Existing FA is hereby replaced by Attachment B1-1, attached.

7. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ________________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ________________

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ________________

APPROVED AS TO FORM:

By: ___________________________ Date: ________________
    Arnold M. Alvarez-Glasman
    City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ___________________________

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ___________________________

GRANTEE:

CITY OF PICO RIVERA

By: ___________________________ Date: ___________________________

Steve Carmona
City Manager

APPROVED AS TO FORM:

By: ___________________________ Date: ___________________________

Arnold M. Alvarez-Glasman
City Attorney
IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:                   Date:

GRANTEE:

By: __________________________ Date: ________________

Steve Carmona
City Manager

APPROVED AS TO FORM:

By: __________________________ Date: ________________

Arnold M. Alvarez-Glasman
City Attorney
<table>
<thead>
<tr>
<th>SOURCES OF FUNDS</th>
<th>FY2013-14</th>
<th>FY2014-15</th>
<th>FY2015-16</th>
<th>FY2016-17</th>
<th>FY2017-18</th>
<th>FY2018-19</th>
<th>Total Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>LACMTA PROGRAMMED FUNDING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEASURE R FUNDS</td>
<td>$8,000</td>
<td>$32,000</td>
<td></td>
<td></td>
<td>-</td>
<td>$13,000</td>
<td>$53,000</td>
<td></td>
</tr>
<tr>
<td>LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL</td>
<td>$8,000</td>
<td>$32,000</td>
<td></td>
<td></td>
<td>-</td>
<td>$13,000</td>
<td>$53,000</td>
<td>100%</td>
</tr>
<tr>
<td>OTHER SOURCES OF FUNDING:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOCAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>STATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>FEDERAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>PRIVATE OR OTHER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>OTHER FUNDING SUBTOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>TOTAL PROJECT FUNDS</td>
<td>$8,000</td>
<td>$32,000</td>
<td></td>
<td></td>
<td>-</td>
<td>$13,000</td>
<td>$53,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
# Programmed Sources of Funds

## Measure R Funds:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PAED</td>
<td>$4,191</td>
<td>$4,191</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$4,191</td>
<td>$4,191</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$2,096</td>
<td>$2,095</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RW</td>
<td>$4,191</td>
<td>$4,191</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$13,713</td>
<td>$13,714</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Measure R</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$40,000</strong></td>
</tr>
</tbody>
</table>

## LACMTA Funds:

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>FY 2016-17 Qtr 1</th>
<th>FY 2016-17 Qtr 2</th>
<th>FY 2016-17 Qtr 3</th>
<th>FY 2016-17 Qtr 4</th>
<th>FY 2017-18 Qtr 1</th>
<th>FY 2017-18 Qtr 2</th>
<th>FY 2017-18 Qtr 3</th>
<th>FY 2017-18 Qtr 4</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAED</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RW</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total LACMTA</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

## Project Funding:

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>FY 2016-17 and FY 2016-18</th>
<th>FY 2017-18 and FY 2017-19</th>
<th>FY 2018-19 and FY 2018-20</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAED</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Const. Support</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RW</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Project Funding</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

## Summary of All Funds:

<table>
<thead>
<tr>
<th>Sources of Funds</th>
<th>PAED</th>
<th>PS&amp;E</th>
<th>Const. Support</th>
<th>RW</th>
<th>Construction</th>
<th>Total Milestones</th>
<th>Total Project Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2014-15 Qtr 1</td>
<td>$0</td>
<td>$4,191</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2014-15 Qtr 2</td>
<td>$0</td>
<td>$4,191</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2014-15 Qtr 3</td>
<td>$0</td>
<td>$0</td>
<td>$2,096</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2014-15 Qtr 4</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2015-16 Qtr 1</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2015-16 Qtr 2</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2015-16 Qtr 3</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td>FY 2015-16 Qtr 4</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$13,000</td>
<td>$13,000</td>
</tr>
<tr>
<td><strong>Total Milestones</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$0</strong></td>
<td><strong>$15,000</strong></td>
<td><strong>$33,000</strong></td>
</tr>
<tr>
<td><strong>Total Project Funding</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$4,191</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$15,809</strong></td>
<td><strong>$0</strong></td>
<td><strong>$15,000</strong></td>
<td><strong>$33,000</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT C-1
SCOPE OF WORK

PROJECT TITLE: Rosemead Boulevard and Washington Boulevard Intersection Improvement Project

PROJECT LOCATION:
The project is located at the intersection of Rosemead Boulevard and Washington Boulevard in the City of Pico Rivera, in the Los Angeles County area.

PROJECT LIMITS:
This project limits are limited to the intersection of Rosemead Boulevard and Washington Boulevard.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construction intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

PROJECT BACKGROUND:
Proposed improvements increase intersection capacity by modifying the existing right-turn pockets along northbound and southbound Rosemead Boulevard to shared thru/right-turn lanes.

PROJECT BUDGET:

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA/ED</td>
<td>0,000</td>
</tr>
<tr>
<td>PS and E</td>
<td>8,382</td>
</tr>
<tr>
<td>R/W Support</td>
<td>0,000</td>
</tr>
<tr>
<td>R/W Capital</td>
<td>0,000</td>
</tr>
<tr>
<td>Construction Support</td>
<td>4,191</td>
</tr>
<tr>
<td>Construction Capital</td>
<td>40,427</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$ 53,000</strong></td>
</tr>
</tbody>
</table>

SCOPE:
The Project features include, but are not limited to, the following:

- Modify the northbound right-turn pocket into a northbound shared thru/right-turn lane on Rosemead Boulevard
- Modify the southbound right-turn pocket into a northbound shared thru/right-turn lane on Rosemead Boulevard
I. Preliminary Design – "___ Report" as Final Work Product

Tasks to be performed include, but are not limited to, the following:

A. Meet with City of Pico Rivera staff to review the study arterial concept plans and confirm the basic traffic data that will be utilized in determining the scope of the proposed intersection improvements.
B. Perform research at Los Angeles County and the City of Pico Rivera for survey information.
C. Set target survey control points. Establish horizontal and vertical coordinates on all control points.
D. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way. 
E. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements.
F. Prepare a Field Condition Assessment Memo. Perform preliminary field reconnaissance and photo-document existing conditions. Identify special conditions that might create conflicts or change orders during construction.
G. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
H. Identify right-of-way acquisitions to provide for the optimal alignment of Road, which shall incorporate roadway widening, development build outs and preservation of existing improvements and scenic character of the area.
I. Prepare and submit a Report identifying the ultimate alignment of roadway improvements, as well as the recommended ultimate repair strategy. As part of the Report, the Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
J. Prepare and submit an Engineer’s construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Conduct the required technical analysis for the project.
B. Approve, file, and record Notice of Exemption (NOE) with the County Recorder

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Rosemead Boulevard and Washington Boulevard, based on the City reviewed “Summary Letter Report”.
B. Prepare civil roadway plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Construction Phasing, Traffic Striping/Signage/Signal Plans, Street Lighting/Electrical.
C. Submittal of plan set shall be delivered at 65% and 95% complete and final (three (3) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Prepare construction specifications consistent with City format (SSPWC “Greenbook” APWA, current edition with updates.
E. Submittal of specifications shall be delivered to the City at 65%, 95% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.

F. Prepare an engineer’s construction cost estimate based on the itemized quantity take-off from the contract documents.

G. Submittal of the engineer’s construction cost estimate shall be delivered to the City at 65%, 95% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Attend a pre-design (kick-off) meeting with City representatives to review the project in detail, and determine the City’s specific requirements and procedures for design, ongoing review, coordination and meetings. Anticipate attending a minimum of 6 (six) meetings with City staff.

B. Maintain continuous communication with the City of Pico Rivera Project Manager, including meetings to review the initial concept plans and project status at 65%, 95%, and 100% completion.

C. Provide agendas of special items for discussion, and minutes listing action items

D. Provide a detailed project schedule with updates on a monthly basis

E. Maintain continuous awareness of the status of each task as it proceeds, and make provisions to expedite and resolve any challenges that may impede progress

F. Proactively initiate communications between the design team and City of Pico Rivera to address key issues timely

G. Provide support for City of Pico Rivera and/or City Council presentations, including Power Point presentations, concept plans and drawings and answer questions from committee or council members

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Provide technical support during the bidding of the project.

B. Respond to Request for Information (RFIs) during the project advertisement period and log questions and responses.

C. Prepare project addenda at the direction of City staff.

D. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule.

E. Provide response to contractor’s requests for information (RFI) about the plans and specifications forwarded to the Consultant by the City. This task includes conferring with the City’s Construction Manager regarding the RFI as appropriate. Regularly scheduled construction observation is specifically excluded from this scope of work. It is assumed that ten RFI’s will be responded to.

F. Review and approve shop drawings.

G. Furnish a complete set of revised original record drawings complete with electronic files.

H. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.

I. Contract with a Contractor for construction.

J. Conduct a “Ribbon Cutting” ceremony at the completion of the Project.
The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

**MILESTONES:** The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>PS&amp;E</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>65% PS&amp;E</td>
<td>September 2014</td>
<td>April 2016</td>
</tr>
<tr>
<td>95% PS&amp;E</td>
<td>May 2018</td>
<td>August 2018</td>
</tr>
</tbody>
</table>

**CONSTRUCTION MILESTONES:** The implementation schedule for this project will be as follows.

<table>
<thead>
<tr>
<th>Solicitation (Bid/Proposal)</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>September 2018</td>
<td>December 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>February 2019</td>
<td>November 2019</td>
</tr>
</tbody>
</table>
To: Mayor and City Council

From: City Manager

Meeting Date: December 10, 2019

Subject: AWARD CONTRACT FOR TREE MAINTENANCE SERVICES

Recommendation:

1. Award a maintenance service contract in the amount of $859,795 to West Coast Arborists, Inc. for Tree Maintenance Services for a term of three (3) years with two (2) one-year options to extend the contract to complete a five (5) year pruning cycle; and

2. Authorize the Mayor to execute a contract in a form approved by the City Attorney and any future amendments to exercise the extension options at the annual cost of $287,000.

Fiscal Impact:

The Fiscal Year (FY) 2019-20 approved budget under the Public Works Maintenance and Operating Budget included an amount of $288,000 for tree maintenance services. The annual cost for tree maintenance services based on a five (5)-year trimming cycle with West Coast Arborist is within the estimated budget. No additional funding is needed at this time.

Discussion:

The City of Pico Rivera has approximately 15,000 street, park, and parkway trees comprising its urban forest. In order to provide the best possible tree care to maintain the City’s urban forest, staff prepared a Request for Proposal (RFP) to seek proposals from qualified contractors to provide annual services for grid pruning, emergency service, online inventory, and replacement of trees.

On August 19, 2019, the Tree Maintenance Services RFP was posted on the City’s website through PlanetBids.com, a web-based procurement company. On September 5, 2019, Public Works received two (2) proposals. The following is the summary of the bids received based on a three (3) year and a five (5) year tree pruning cycle.
A three (3) year trimming cycle would require the contractor to prune 5,000 trees per year for a total of 15,000 trees during the three (3) year proposed contract. The five (5) year trimming cycle would require the contractor to prune 3,000 trees per year for a total of 9,000 trees during the first three (3) years of the contract. The remaining 6,000 trees would be trimmed as part of the optional contract extensions for two (2) additional years.

After reviewing the proposals, West Coast Arborists, Inc. (WCA) was determined to be the best contractor for tree maintenance services. WCA has a 47-year track record of working for more than 300 California and Arizona municipalities, as well as other agencies. The company has been in business since 1972 and specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). WCA employs over 80 Certified Arborists and over 140 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. Current and former clients include, but not limited to the County of Los Angeles, and the cities of Norwalk, Santa Fe Springs, Temple City, and Pico Rivera.

Although a three (3) year trimming cycle is desirable, the cost for a three (3) year trimming cycle exceeds the budgeted amount for tree maintenance. Therefore, the City negotiated a five (5) year tree pruning cycle with WCA and lowered the cost by $72,000. Field staff will work with WCA to plan the five (5) year pruning cycle to trim approximately 3,000 trees per year as pre-scheduled work. The contract also includes inspection for diseased trees, tree removals, tree planting, and tree emergency work throughout the year.

**Conclusion:**

Implementing an annual tree maintenance program is critical in ensuring the proper upkeep and maintenance of the City’s urban forest. In the past, WCA has performed responsibly and has provided excellent service for the City. Staff recommends award of a three-year tree maintenance contract to WCA with two (2) one-year optional extensions.

Steve Carmona

SC:MH:MPC:lg

Enclosure: 1) Tree Maintenance Services Agreement
AGREEMENT NO. _______

TREE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
WEST COAST ARBORISTS, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of October 22, 2019, by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and West Coast Arborists, Inc., ("Contractor"), with California State Contractor’s License Number 366764 and DIR registration number 1000000956.

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

1. **Scope of Services**

   Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for Tree Maintenance Services ("Services"), as described in the Scope of Work attached to this Agreement as Exhibit A, and incorporated herein by this reference, and Contractor’s Proposed Fee Schedule Form, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. **Extra Work**

   Extra work, when ordered in writing by the Director of Public Works or designee and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director of Public Works.

3. **Term**

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

4. **Time of Performance**

   A. Contractor will not perform any work under this Agreement until:

      1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

      2) City gives Contractor a written notice to proceed. Should Contractor begin work in advance of receiving written authorization to proceed, any such professional services are at Contractor’s own risk.
5. **Time**

   Time is of the essence in this Agreement.

6. **Force Majeure**

   Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. **Compensation**

   In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed eight hundred fifty nine thousand seven hundred ninety five dollars ($859,795), in accordance with the prices as submitted in Exhibit B for the initial three year term.

8. **Payments**

   Contractor shall submit to City an invoice monthly, at a minimum, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

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

9. **Taxes**

   Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. **Audit**

    City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.
11. **Unresolved Disputes**

In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

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

Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and 20104 (Article 1.5 if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable.

12. **Termination**

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

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

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

13. **Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities,
claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers’ compensation law regarding Contractor and Contractor’s employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 13 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers’ Compensation Acts not Limiting

Contractor’s indemnifications and obligations under this Section 13, or any other provision of this Agreement, shall not be limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
C. Insurance Requirements not Limiting

City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 13 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms

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

E. Nonwaiver of Rights

Indemnities do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify against any such negligence.

F. Waiver of Right of Subrogation

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


A. Minimum Scope and Limits of Insurance

Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.

3) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers’ compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers

The insurance policies required under this Section 15 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 14.

C. Additional Insured

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Project, regardless of any inconsistent statement in the policy or an subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing

The insurance policies required under this Section 14 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

E. Contractor’s Waiver of Subrogation

The insurance policies required under this Section 14 shall not prohibit Contractor and Contractor’s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At City’s option, Contractor shall either reduce or eliminate the deductibles or self-insured
retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage

Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 14 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days’ prior written notice to City. If any insurance policy required under this Section 14 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance

If Contractor does not maintain the policies of insurance required under this Section 14 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 14, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance

Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 14. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current insurance certificates and endorsements on file with City's Risk Manager at all times during the term of this Agreement. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

J. Indemnity Requirements not Limiting

Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.
K. **Subcontractor Insurance Requirements**

Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 14.

L. **Replacement Insurance**

Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due to the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

M. **Subcontractors**

Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor’s insurance.

15. **Antitrust Claims**

Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. **Familiarity with Work**

By executing this Agreement, Contractor represents that it has:

A. Thoroughly investigated and considered the scope of services to be performed;

B. Carefully considered how the services should be performed; and

C. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor’s own risk until written instructions are received from City.
17. **Hazardous Materials and Unknown Conditions**

Contractor shall notify City in writing of the discovery of any of the following conditions, without disturbing the condition, as soon as Contractor, or any of Contractor’s subcontractors, agents or employees have knowledge and reporting is possible:

A. The presence of any materials that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;

B. Subsurface or latent physical conditions at the site differing from those indicated in the Scope of Services;

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Agreement.

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

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

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

18. **Utilities Relocation**

City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the Scope of Work. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed damages for delay arising from the removal or relocation of such unidentified utility facilities.

19. **Independent Contractor**

Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as herein set forth; and Contractor is free to dispose of all
portions of its time and activities which it is not obligated to devote to City in such a manner
and to such persons, firms, or corporations as Contractor wishes except as expressly provided
in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on
behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents,
servants or employees, are in any manner agents, servants or employees of City. Contractor
agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to
indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest
asserted against City by reason of the independent contractor relationship created by this
Agreement. Contractor shall fully comply with the workers’ compensation laws regarding
Contractor and its employees. Contractor further agrees to indemnify and hold City harmless
from any failure of Contractor to comply with applicable workers’ compensation laws. City
shall have the right to offset against the amount of any compensation due to Contractor under
this Agreement any amount due to City from Contractor as a result of its failure to promptly
pay to City any reimbursement or indemnification arising under this Section.

20. **Prevailing Wages**

City and Contractor acknowledge that the services to be performed under this Agreement
require the payment of prevailing wages pursuant to the California Labor Code. Contractor
shall comply in all respects with all applicable provisions of the California Labor Code,
including those set forth in Exhibit C, attached hereto and incorporated herein by this
reference. The City has entered into the “Community Workforce Agreement” (“CWA”) with the
Los Angeles and Orange Counties Building and Construction Trades Council attached
as Exhibit D and incorporated herein by this reference, which requires the payment of prevailing
wages on general public works contracts of greater than $250,000 and specialty contracts of
greater than $50,000 and certain labor compliance provisions. Specialty contracts are entered
into between the City and specialty contractors as defined in Business and Professions Code
Section 7058, including Sections 832.02 through 832.62 of Title 16 of the California Code of
Regulations. The Contractor awarded the Contract for services and all Subcontractors must
agree to be bound by the CWA during performance of the Agreement. Each Contractor must
submit a completed and executed Letter of Assent prior to performance. Contractor shall
comply with provisions of the CWA, including without limitation: (i) craft labor hiring practices;
(ii) alternative dispute resolution procedures for Site grievances and jurisdictional disputes;
and (iii) prevailing wage rate responsibilities. The CWA shall not apply if the City receives
funding or assistance from any Federal, State, local or other public entity for the Project if a
requirement, condition or other term of receiving that funding or assistance, at the time of the
awarding of the contract, is that City not require, contractors, subcontractors or other persons
or entities to enter into an agreement with one or more labor organization or enter into an an
agreement that contains any of the terms of the CWA. Public Works projects not covered by
the CWA shall be subject to the prevailing wage requirements of the California Labor Code.
21. **Workers’ Compensation Insurance**

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

22. **Nondiscriminatory Employment**

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

23. **Debarred, Suspended or Ineligible Contractors**

Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor of any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

24. **Compliance with Laws**

Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

25. **Payment Bond**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

26. **Substitution of Securities**

Pursuant to Public Contracts Code Section 22300, Contractor shall be allowed to substitute securities for any moneys withheld by the City to ensure performance under the Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to the Contractor.
27. **Contractor’s Representations**

Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor’s actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

28. **Conflicts of Interest**

Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

29. **Third Party Claims**

City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

30. **Non-Assignability; Subcontracting**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City’s prior written consent. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of present ownership and/or control of Contractor. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder with the express consent of the City.

31. **Applicable Law**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
32. **Attorneys’ Fees and Costs**

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

33. **Titles**

The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

34. **Authority**

The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

35. **Integration; Amendment**

It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

36. **Incorporation by Reference**

All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, Community Workforce Agreement, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

37. **Entire Agreement**

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
38. Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

39. Non-waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

40. Notice

Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor’s or City’s regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

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

To Contractor:
Victor M. Gonzalez
Vice President, Marketing
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
41. **Counterparts**

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

42. **Severability**

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

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

"CITY"                         "CONTRACTOR"
CITY OF PICO RIVERA          West Coast Arborists, Inc.

_________________________________  __________________________________
Brent A. Tercero, Mayor                     Patrick M. Mahoney, President

Dated: __________________________ Dated: __________________________

ATTEST:                                          APPROVED AS TO FORM:

_________________________________  __________________________________
Anna M. Jerome, City Clerk                  Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A

1. SCOPE OF WORK

   It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

   • GPS Tree Inventory
   • Online Maintenance Access*
   • Grid Pruning
   • Service Request Pruning
   • Palm Trunk Skinning
   • Tree Removal
   • Stump Removal
   • Tree Planting
   • Root Barrier
   • Emergency Services
   • Arborist Service / Inspection

   /* Online maintenance is defined as Internet access to Urban Forestry Management Software for GPS tree inventories that include work order tracking, ability to send work requests, including but not limited to, maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

Prior to beginning work, contractor shall review with the City administrator various methods, tools, and work scheduling to be used.

Contractor shall notify affected residents forty-eight (48) hours in advance of scheduled work.

2. UNIFORMS AND IDENTIFICATION BADGES

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

   B. The Contractor shall ensure that every on-duty employee wears a visible photo identification badge identifying the following: employee name, physical description, and Contractor’s name. Such badge shall be displayed on employee’s person at all times when he/she is on City designated property.

   C. Contractor shall require each of his personnel to adhere to basic public works standards of working attire including uniform shirts and/or vests clearly marked with the Contractor’s name. Contractor’s personnel shall be equipped with proper shoes and other gear
required by OSHA. Brightly colored safety vests or reflectors shall be worn when personnel are working near vehicular traffic. Contractor shall comply with all OSHA and ANSI Z133 safety equipment for tree workers.

3. EQUIPMENT

A. Equipment will be of the highest quality available in order to produce the quality of work required. Equipment shall be maintained in good condition at all times. All parts and systems of the collection equipment shall operate properly. Any equipment not meeting these standards shall not be used until the equipment is repaired and meets the standards stated in this section. Should the City at any time give notification in writing to contractor that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the City and shall not be used again until approved in writing by the Director of Public Works or his designated representative.

B. Contractor shall provide an adequate number of vehicles and equipment for the tree maintenance services for which it is responsible under the Agreement. All equipment shall conform to the highest industry standards, shall be maintained in a clean and efficient condition and shall comply with all measures and procedures promulgated by all agencies with jurisdiction.

C. Contractor shall make available sufficient back-up capacity to ensure that service remains uninterrupted during the life of the Agreement. The City may specify a minimum level of back-up equipment required. Cost for back-up equipment shall be the sole responsibility of the Contractor.

D. The tree maintenance equipment must be designated and operated while on the route in such a manner as to prevent solid or liquid wastes from escaping the vehicle. Transport vehicles or containers must have solid front, sides, and rear, and the top shall be tarped, or otherwise tightly enclosed. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled away to the disposal site. Any spillage of materials which occurs during the tree maintenance function shall be immediately cleaned up by the Contractor at its expense. A broom and shovel shall be carried at all times on each vehicle for this purpose. Vehicles shall be washed at least once a week.

E. Contractor shall submit to City, upon City’s request, a certificate of vehicle noise level testing by an independent testing entity approved by the City. Each vehicle used for collection, hauling and disposal services identified in this Agreement shall be equipped with an audible warning device that is activated when the vehicle is backing up.

F. The Contractor shall maintain its vehicles and collection equipment free of graffiti.
4. CONTACT INFORMATION

A. The Contractor is required to maintain an office and provide the telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or cell phone. Contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. In response to a call from the City, Contractor shall respond within 2 hours.

B. The Contractor shall designate in its proposal a Contract Manager. The Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee. The Contract Manager will be the City's key contact person with the Contractor. The Contract Manager shall meet with the City as necessary to effectuate the purposes of the Agreement. The Contract Manager must be knowledgeable with all aspects of the Agreement.

C. The person designated as the Contract Manager shall have at least two (2) years experience in the management of tree maintenance service contracts for municipalities with population 25,000 or more.

D. If the Contractor chooses to employ subcontractor(s) with expertise beyond that of the Contract Manager, the City shall have direct access to a designated representative from the subcontractor(s). The designated representative from any subcontractor(s) shall be designated in the Bid. The Contractor or subcontractor(s) shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

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

5. SAFETY

A. The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to, California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, CalTrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor’s employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property. Furthermore, Contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary. Contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.
B. It shall be the Contractor’s responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe conditions that require major correction. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five (5) days of the injury or death.

C. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree Trimmers while working within 10 ft. of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor’s personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the Contractor is responsible for properly marking the location and appropriate notification of Underground Service Alert (USA).

D. No hooks, gaffs, spurs, or climbers will be used for climbing trees unless specifically approved by the City administrator.

E. Contractor shall comply with Standards of CAL OSHA and the American National Standards Institute (ANSI) Z133 Safety Requirements for Arboricultural Operations.

6. EMERGENCY PROCEDURES

The Contractor shall immediately report any emergency situations by calling the following:

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

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

7. HOURS AND DAYS OF SERVICE

A. Maintenance service may be conducted between the hours of 9:00 a.m. to 3:00 p.m. on major streets and 7:00 a.m. to 4:00 p.m. on residential streets.

B. The days of operation shall be Monday through Friday. No work shall be performed on Saturday, Sunday or Holidays unless authorized by the City.

C. Eight (8) hours of labor shall constitute a legal day’s work for all workers employed in the execution of this Agreement and the Contractor and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 2 of the Labor Code of the State of California as amended.
8. GPS TREE INVENTORY

A. Within the first 90-days of the contract term, the Contractor shall be required to provide to the City access to a record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree inventory, including the description of each tree by species, height, diameter, work history, and site location. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, and contractor equipment GPS location monitoring. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. Contractor shall provide software support to the City for the entire term of the contract. Provisions of the GPS Tree Inventory System include:

1. Conduct an inventory of the City’s trees to be maintained under this Contract by an ISA Certified Arborist including coordinates for all trees in public places. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a GIS program such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GS system, the City can consolidate the tree data with other GPS coded programs in the City.

2. Contractor shall have at minimum five (5) years experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City’s Urban Forest. Contractor shall have developed a complete and comprehensive computer software program for at least five (5) California cities. The program should have specialized reports designed specifically for the City’s needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

3. The tree inventory program must include a mobile application for field use. The application must reflect live data as it exists in the tree inventory program. The functionality of the mobile application must be compatible with Android systems, be usable for precision mobility view as user moves through canopied areas, include multiple layer features including aerial imagery and street names, display tree icons based on precise GPS coordinates, be able to display live work history records, and allow live data updates.

4. Provide not less than two training sessions in the use and manipulation of the street tree database with City staff to include hands-on demonstration.

5. The inventory system described above shall be considered an instrument of service under this Contract, and shall remain the property of the City during the life of and following the termination of this Tree Maintenance Agreement.
6. Contractor shall provide routine software maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. Contractor shall provide complete software support rapidly with experienced staff available to the City during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday.

9. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed and shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture (ISA). Contractor shall also meet the requirements of the current American National Standards Institute (ANSI) Z133 entitled “Safety Requirements for Arboricultural Operation.”

The City’s administrator shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

10. GRID PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designated grids on a set cycle to include all trees regardless of size. Pruning will include structural pruning, crown raising, and crown cleaning. The intent of this contract is to have all trees pruned a minimum of one time by the end of the three (3) year contract period.

11. SERVICE REQUEST PRUNING

As directed by City staff, trees that need service prior to their scheduled grid trim shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, and crown cleaning. The pruning shall provide a symmetrical shape and aesthetically pleasing appearance typical to the species.

12. PRUNING STANDARDS

A. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

B. Topping shall not be done unless specifically requested by the City.

C. The specific techniques employed shall be consistent with industry practice for the size and species of the tree being pruned. All dead, broken, damaged, diseased, or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal
conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

D. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen percent (15%) but no more than twenty-five percent (25%).

E. Prune to remove dead wood, or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

F. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

G. Heading cutes and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

H. Trees shall be trimmed to provide a minimum clearance of fourteen (14) feet and no greater than sixteen (16) feet above finish grade for moving vehicles within the traveled roadway and seven (7) feet for pedestrians over sidewalks. Clearances for adjacent structures and their connecting utility lines shall be determined by City staff. Trees shall also be pruned to remove any obstruction around traffic control devices, traffic signs, and street lights. Additional pruning shall be performed to mitigate any extreme effect of the clearance pruning and provide an aesthetic appearance.

I. When pruning bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

13. PRUNING PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by City staff in accordance of the following:

A. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City administrator. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.

B. Palm Skinning – Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six inches (24” - 36”) from the base of the green fronds at the top of the tree. The frond stubs (cut close to the trunk) can be left in place with a span of at least eighteen inches (18”) but no greater than thirty-six inches (36”).
14. TREE REMOVALS

Upon notification by City staff to Contractor of trees to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. Contractor shall remove tree, grind stumps to a depth of eighteen inches (18") and haul all debris. Stumps shall be cut low enough to the ground where grinding can be done safely. All holes shall be backfilled the same day. The resultant chips from grinding may be used to fill the hole to two inches (2") above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

15. STUMP REMOVAL

Upon notification by City staff to contractor of stumps to be removed, Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit USA ticket. Contractor shall cut remaining stump low enough for grinding to be done safely and grind to a depth of eighteen inches (18") and haul all debris. All holes shall be backfilled the same day. The resultant chips from grinding may be used to fill the hole to two inches (2") above normal ground level. All excess grinding chips and debris will be removed and loaded into transport vehicles for disposal. No wood or debris shall be left along the public right-of-way. All tree parts are to be loaded into transport vehicles or containers. Any damaged paved surfaces shall be restored to their original condition.

16. TREE PLANTING

Tree planting includes the tree, stakes, ties, and complete installation and watering at time of installation as directed by City staff. Planting lists will be compiled by the City and submitted as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

A. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees at City marked locations. Contractor shall notify affected residents at least forty-eight (48) hours in advance and submit a USA ticket.

B. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, the Contractor shall examine the root ball for injured roots and the tree canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

C. Trees shall be placed in the planting pit with its original growing level (the trunk flare) at the same height as the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be three inches (3") below the level of the finished surface of the concrete.
D. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.

E. Trees that are planted in parkways shall have a four to six inch (4” - 6”) high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

F. All trees shall be staked with two wood lodge pole and two ties per pole. Minimum size of lodge poles shall be ten feet (10’) long, with a one and a half inch (1 ½”) diameter. Tree ties shall be placed at one third (1/3) and two thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24” - 30”) below grade.

G. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

H. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that may damage expensive hardscapes and create a hazard. The barrier shall be twelve inches (12”) in depth and at a length determined by the City and placed in a circular fashion surrounding the tree’s root system. Root barriers may be billed as an additional service.

I. Contractor shall clean up all trash and any spilled soil or dirt on paved surfaces at the end of each working day.

J. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease, and structural defects.

17. EMERGENCY RESPONSE

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other unforeseen circumstances. Emergency calls may occur at any given time. The Contractor will be provided with locations and work to be done via telephone call by a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number and the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phones number change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any utility lines, the Contractor shall be required to notify the responsible utility company.
Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools, equipment, disposal fees, and necessary materials.

18. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City’s request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

19. PESTS AND DISEASES

Upon working on any tree known or suspected to be diseased or infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All material and debris shall be chipped to one inch (1") or smaller and shall not be left on site or used as mulch off site. Debris shall be handled in a manner consistent with the latest version of all appropriate Best Management Practices (BMP) which minimizes the chances of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.

20. PESTICIDE TREATMENT OF TREES

Contractor shall have an “in-house Qualified Applicator apply chemicals in accordance with the recommendations from the “in-house” Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations. Applications will be made by drench, spray, or injection as conditions warrant. City policy encourages the use of the least toxic pesticide required for effective control of a given pest.

21. PESTICIDE USAGE AND REPORTING

Contractor shall submit Pesticide Usage Reports to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Reports will provide all information needed in a format sufficient for all annual reporting, including IPM and NPDES.

22. TRAFFIC CONTROL

Contractor shall conform to all City traffic safety requirements and operating rules at all times. Contractor shall employ staff certified as Traffic Control Design Specialists and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).
Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include high visibility Arrow Boards as necessary. The City, prior to use, must approve all traffic safety equipment.

Illuminated arrow boards, sign stands, delineators, and/or cones shall be used to identify work sites for vehicular and pedestrian safety.

23. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and sweep streets.

Each day’s scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight. City staff shall be the sole judge as to the adequacy of the clean-up.

24. INVOICING AND PAYMENT

Contractor shall submit invoices monthly, at a minimum. Invoice format shall include, but not be limited to, the address, species, height, and dbh of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following:

- Defective or inadequate work not corrected
- Claims filed, or reasonable evidence indicating probable filing of claims
- A reasonable doubt that the contract can be completed for the balance unpaid.

25. ENFORCEMENT PROVISIONS

The City will assess penalties against the Contractor for unsatisfactory performance in the form of deductions withheld from the Contractor’s compensation.

Complaints and requests received by the City will be forwarded to the Contractor as soon as possible. Contractor will maintain a computer record of all complaints and requests received from the City. This record will include the date and time when all complaints and requests are received as well as the date and time the complaint or request has been resolved. All complaints, requests, and responses must be recorded within 24 hours of receipt of the complaint or request and resolution by Contractor. A copy of this record shall be available for inspection upon request by the Director.

The City will provide the Contractor with five days written notice of any proposed penalty. Contractor will have the right to dispute the City’s penalty by written response within five days. The required response times listed below are applicable for complaints and service requests
received by the City and forwarded to the Contractor. The response times will always be based on the time the complaint or request is forwarded to the Contractor by the City.

A. **Failure to correct deficiency(ies)** – Contractor is responsible for corrected any deficiency within 24 hours. A penalty of $500.00 will be assessed any time a deficiency is not corrected within 24 hours from the receipt of the complaint. An additional $100.00 will be assessed for each additional 24 hour period the deficiency is not corrected.

B. **Failure to process claim for damages** – A penalty of $100.00 will be assessed for failure to process a claim for damages within thirty (30) days from the date submitted to Contractor.

C. **Failure to provide reports** – A penalty of $25.00 will be assessed for each day after the due date each report required of the Contractor is not provided to the City.

D. **Excessive Complaints** – A penalty of $2,500.00 will be assessed when more than 25 complaints regarding the Contractor are noted within one calendar year.

E. **Operating during unauthorized hours** – A penalty of $200.00 will be assessed for any occurrence of the Contractor operating during unauthorized hours, except when authorized in writing by the City.

F. **Failure to provide record of service requests/complaints** – A penalty of $200.00 will be assessed anytime the Contractor fails to make available a copy of the Contractor’s records within 72 hours of the request by the City.

G. **Failure to maintain equipment** – A penalty of $50.00 will be assessed for any occasion when Contractor’s equipment does not meet the standards required by the City.

H. **Failure to maintain records** – A penalty of $2,000.00 will be assessed if the Contractor fails to maintain any records required by the Agreement.

I. **Excessive violations of service requirements** – The penalty will increase by 25% for any of the above indicators when the City has had to assess the same penalty more than 15 times. The penalty will increase an additional 25% for each additional five occurrences of the same penalty.

J. **Failure to respond to emergency request** – A penalty in the amount of three (3) times the cost incurred by the City to respond to an emergency due to the Contractor’s failure to perform shall be assessed.

26. **MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

The City may modify this Scope of Work with the joint approval of the Contractor and the City administrator. All modifications shall be in writing.

In the event that the City should require additional work beyond this Scope of Services, the Contractor shall provide a competitive quote for the work and the City shall approve the quote in writing prior to commencement of the additional work.
## EXHIBIT B

### FEE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>UOM</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Lump Sum</td>
<td>GPS Tree Inventory Software – Gathering of tree inventory information and software training</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2</td>
<td>9,000</td>
<td>Each</td>
<td>Grid Pruning – prescheduled pruning of each tree by grid</td>
<td>$64.00</td>
<td>$576,000.00</td>
</tr>
<tr>
<td>3</td>
<td>1,200</td>
<td>Each</td>
<td>Service Request Pruning – per City staff request</td>
<td>$144.00</td>
<td>$172,800.00</td>
</tr>
<tr>
<td>4</td>
<td>50</td>
<td>Each</td>
<td>Palm Trunk Skinning – per City request</td>
<td>$14.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>5</td>
<td>400</td>
<td>Inch (DBH)</td>
<td>Tree Removal – per City request</td>
<td>$44.00</td>
<td>$17,600.00</td>
</tr>
<tr>
<td>6</td>
<td>25</td>
<td>Inch (DBH)</td>
<td>Stump Removal – per City request</td>
<td>$14.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>7</td>
<td>100</td>
<td>Each</td>
<td>Tree Planting – 15-inch box tree per City request</td>
<td>$144.00</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>8</td>
<td>50</td>
<td>Each</td>
<td>Tree Planting – 24-inch box tree per City request</td>
<td>$294.00</td>
<td>$14,700.00</td>
</tr>
<tr>
<td>9</td>
<td>20</td>
<td>Each</td>
<td>Tree Planting – 36-in box tree per City request</td>
<td>$894.00</td>
<td>$17,880.00</td>
</tr>
<tr>
<td>10</td>
<td>50</td>
<td>Each</td>
<td>Root Barrier – during tree planting per City request</td>
<td>$19.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>11</td>
<td>50</td>
<td>Hour</td>
<td>Emergency Services – During Work Hours (7:00 a.m. to 4:00 p.m.) – per City request</td>
<td>$89.00</td>
<td>$4,450.00</td>
</tr>
<tr>
<td>12</td>
<td>25</td>
<td>Hour</td>
<td>Emergency Services – Outside Work Hours (4:00 p.m. to 7:00 a.m.) – per City request</td>
<td>$119.00</td>
<td>$2,975.00</td>
</tr>
<tr>
<td>13</td>
<td>50</td>
<td>Hour</td>
<td>Arborist Services – inspection, evaluation, and report per City request</td>
<td>$139,000</td>
<td>$6,950.00</td>
</tr>
<tr>
<td>14</td>
<td>60</td>
<td>Each</td>
<td>Pesticide Treatment – per tree per City request</td>
<td>$84.00</td>
<td>$5,040.00</td>
</tr>
</tbody>
</table>

**Total Amount:** $859,795.00
EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten days in which to comply subsequent to
receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit $100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor acknowledges that eight hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

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

From: City Manager

Meeting Date: December 10, 2019

Subject: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 17-1787 WITH KAIZEN INFOSOURCE, LLC FOR RECORDS AND TECHNOLOGY SYSTEM SERVICES

Recommendation:

1. Approve Amendment No. 1 to Professional Services Agreement No. 17-1787 with Kaizen Infosource, LLC for records and technology system services in an amount not-to-exceed $30,000 in a given fiscal year.

Fiscal Impact:

A total of $30,000 was appropriated in the 2019-20 Adopted Budget to the City Clerk Professional Services Account No. 100.12.1200-54400 for document management. No additional appropriations are required.

Background:

In May 2017, the City Clerk’s office began communications with Kaizen Infosource (Kaizen) for consulting services to assist the City Clerk’s office with Records and Information Management (RIM) and the expanded use of the City’s document management system Questy’s for all city departments. Kaizen would assist the City Clerk’s office in evaluating the City’s current retention schedule and electronic folder structure, assist with designing the department folder structures and/or template folders that include capturing the right information to apply governance rules to electronic information. Kaizen would work effectively with the software vendor to assure that the direction set by the City could be configured by the vendor to provide the City with a trusted system as defined by the State of California. A trusted system would allow the City departments to scan paper documents into a trusted repository, declare those scanned images as the official record and destroy paper.

In November 2017, the City entered into an agreement (Agreement No. 17-1787, Enclosure 1 – Exhibit A) for Phase 1 of the project in an amount not to exceed $28,500. In Phase 1, Kaizen provided an assessment of records and information capabilities, evaluated the current document management system, interviewed various vendors and developed a roadmap for selecting and implementing a technology solution. Due to
inadequate staffing at the time and budget constraints, Phase 2 of the project was put on hold.

Discussion:

Kaizen is a full-service records information management and technology consulting company who has worked with both public and private organizations regarding various aspects of records management, from helping to evaluate existing systems, create new or update current retention schedules, provide assessments of record programs, review information governance policies, as well as helping organizations create RFP’s for a document management system when needed.

Recognizing the importance of what it is to have a “trusted system” in place which means a combination of technologies, policies and procedures for which a public record retrieved from or reproduced by the system could not differ from the original stored record, $30,000 was approved in the 2019-20 Adopted Budget to move forward with Phase 2 of the project. In order to successfully move forward with the next phase, the City Clerk’s office met with support staff, Kaizen and Questy’s for the completion of the project. The purpose of the project is to modernize the retention schedule so that it can be used as a classification schema and as the starting point for developing the folder structures and metadata, develop training materials, folder structures and provide education to staff on the retention schedule and policies.

Conclusion:

The City recognizes the importance of a proper solid foundation to implement the City’s information governance program and the requirements of a trusted system. In an effort to ensure the City continues to get the best practices for the preservation of municipal records, it is recommended that the City Council approves Amendment No. 1 to Professional Services Agreement 17-1787 with Kaizen InfoSource, LLC for the above referenced services.

Steve Carmona

SC:AJ:GM

Enclosure: 1) Amendment No. 1 to 17-1787 (Exhibit A and Exhibit A-2)
1. IDENTIFICATION

This AMENDMENT TO AGREEMENT NO. 17-1787 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PICO RIVERA AND KAIZEN INFOSOURCE, LLC (“Amendment”) is entered into by and between the City of Pico Rivera, a California municipal corporation (“City”) and Kaizen Infosource, LLC., a Limited Liability Corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

   a. WHEREAS, City and Consultant entered into an agreement for Professional Services commencing on November 28, 2017, (“Agreement”) where Consultant would assist City with the evaluation and implementation of improvement with the City’s document management system.

   b. WHEREAS, under the Agreement, City would pay Consultant a maximum of Twenty Eight Thousand Five Hundred Dollars ($28,500.00) as consideration for performance of the Scope of Services described on Agreement Exhibit A.

   c. WHEREAS, City and Consultant wish to amend the Agreement to include a second Scope of Services and Fee Schedule attached to this Amendment as Exhibit A-2.

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. The following provisions of the Agreement are hereby amended to replace the referenced sections in their entirety with the following:

   a. Section 3.1 “Scope of Services”: Such professional services as are set forth in the Consultant’s 11/1/2017 proposal to City attached hereto as Exhibit A (“Phase 1”) and incorporated herein by this reference; and the Consultant’s “City of Pico Rivera Proposal (Revised) for Phase 2 of Records and Technology Systems” dated September 30, 2019, attached hereto as Exhibit A-2 (“Phase 2”).

   b. Section 3.5 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant's 11/1/2017 proposal to City attached here to as Exhibit A; and the Consultant’s “City of Pico Rivera Proposal (Revised) for Phase 2 of Records and Technology Systems” dated September 30, 2019, attached hereto as Exhibit A-2.

   c. Section 4. Term. The term of this Agreement shall commence at 12:00 am on the Commencement Date and shall expire when all the work and services identified in the definition of Scope of Services have been fully performed to the reasonable satisfaction
of the city or the Parties have terminated the Agreement in accordance with Section 22 of the Agreement.

d. Consultant’s Services Section 5.1:
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 Twenty-Eight Thousand Five-Hundred Dollars ($28,500.00) for Phase 1; nor exceed the sum of Thirty Thousand Dollars ($30,000.00) for Phase 2; unless specifically approved in advance, in writing, by City.

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

________________________________
Dated: _________________________

“CONTRACTOR”
KAIZEN INFOSOURCE, LLC

________________________________
Dated: _________________________

ATTEST:

______________________________  APPROVED AS TO FORM:

Anna. M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney
(Insert exhibit 2)
CITY OF PICO RIVERA

Proposal (Revised)

For Phase 2

Of

Records and Technology Systems

September 30, 2019

Kaizen InfoSource LLC
1541 Stoner Avenue #4
Los Angeles, CA 90025
(805) 231-3026
INTRODUCTION

This proposal is for Phase 2 of the work needed to expand the City’s use of Electronic Content Management (ECM), and develop a more robust and automated Records and Information Management (RIM) Program and Records System for both paper and electronic records. The tasks for the Phase 1 Statement of Work (SOW) have been completed and delivered to the City. The initial component of Phase 2 is to modernize the Retention Schedule so that it can be used as a classification schema and as the starting point for developing the folder structures and metadata for two departments.

PROPOSAL OBJECTIVES

The objectives of this proposal include:

- Modernize the current Retention Schedule into broader categories and minimize the use of triggers for retention,
- Develop training materials and provide education to staff on the Retention Schedule and Policies, and
- Develop folder structures for three departments that match and connect to the classification plan of the Retention Schedule and work with the vendor to configure these structures.

PROPOSED TASKS

Task 1 – Update the Retention Schedule and Provide Training

Updating the Retention Schedule into broader categories and minimizing trigger events for retention periods is critical for a successful system implementation. The modernized Retention Schedule serves as the baseline for file plans that will be created in Questys.

<table>
<thead>
<tr>
<th>Priority Order</th>
<th>Initiative</th>
<th>Estimated Elapsed Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Establish a City Project Team</td>
<td>1 week</td>
</tr>
<tr>
<td></td>
<td>a) Define roles and responsibilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Select members – City Clerk</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Facilitate initial meeting</td>
<td></td>
</tr>
</tbody>
</table>
### Priority Order | Initiative | Estimated Elapsed Time
--- | --- | ---
2 | **Conduct due diligence into the identification of records categories and requirements**  
   a) Conduct a defined number of interviews (up to 7) with subject matter experts (SMEs) from each department to understand their records and information.  
   b) Analyze the data collected to develop the Retention Schedule categories  
   c) Draft the Retention Schedule (RS) categories and have SMEs review  
   d) Complete final Retention Schedule for City Attorney review and Council approval and adoption | 2 to 3 months

3 | **Staff Education**  
   a) Create the training slides/materials on use and value of the Policy and Retention Schedule  
   b) Provide face-to-face learning opportunities for staff | Can be started after Retention Schedule and Policies adopted  
   3 to 4 weeks

---

**Task 2 – Complete Pilot Department Selection and Configurations for Questys**

Task 2 includes selecting two pilot departments, completion of their file plans and metadata requirements and formatting to enable configuration.

### Priority Order | Initiative | Timeframe
--- | --- | ---
1 | **Determine the Pilot departments (3 departments) and configure file plans and metadata requirements**  
   a) Select pilot departments  
   b) Meet with the pilot departments to design each of their department file plans and capture metadata requirements  
   c) Prepare information for configuration  
   d) Be available to vendor to answer questions for configuration | 3 to 4 weeks
Proposal for Phase 2: City of Pico Rivera - Revised

<table>
<thead>
<tr>
<th>Priority Order</th>
<th>Initiative</th>
<th>Timeframe</th>
</tr>
</thead>
</table>
| 2              | Facilitate User Acceptance Testing for use of Questys file plans with Pilot Departments  
|                | a) Develop test scripts                                                  | 2 to 3 weeks|
|                | b) Assist staff with testing                                              |             |
|                | c) Develop correction sheet for vendor and provide results of testing to vendor |             |

**PROJECT INVESTMENT**

**INVESTMENT:**

The total investment for this Proposal is:

**Task 1** with all steps to be completed at a flat rate of $15,500

**Task 2** for the Pilot departments is $10,500.

Expenses are in addition to the project costs and are billed as pass through to the City the expenses estimate is not to exceed $4,000.

**PAYMENT SCHEDULE:**

Invoices are submitted on a monthly basis.

**CLIENT CONTACT:**

Anna Jerome  
City Clerk  
(562) 801-4390  
AJerome@pico-rivera.org

**KAIZEN CONTACT & PAYMENT INFO:**

Helen Streck  
President and CEO  
(805) 321-3026  
hstreck@2kaizen.com
AGREEMENT NO. 17-1787
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
KAIZEN INFOSOURCE, LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Pico Rivera, a California municipal corporation ("City") and Kaizen InfoSource, LLC., a Limited Liability a 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 evaluate the City’s current system and structure of the City Clerk’s department and develop the approach and plan for expanding the use of a document management system, including one that will incorporate all the other City departments.

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.

2.3 Consultant is tasked with preparing a high-level plan to assist the City in issuing a Request for Proposals (RFP), evaluating the vendors and software, and a preliminary plan for implementing a system—post selection process.

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 11/1/2017 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 11/1/2017 proposal to City attached here to as Exhibit A.

3.3 "Commencement Date": November 28, 2017

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire when all the work and services identified in Exhibit “A”, Scope of Services have been fully performed to the reasonable satisfaction
of the City or the Parties have terminated the Agreement in accordance with Section 22 below.

5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Twenty-Eight Thousand Five-Hundred Dollars ($28,500)** unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant’s standard fee schedule. 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. Pilar McAdam 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**

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers’ compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. **NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

15.3 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 15 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.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every 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 alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

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

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or 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.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below, if applicable:

16.1.1 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.

16.1.2 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.

16.1.3 Worker’s Compensation insurance as required by the laws of the State of California.

16.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000).

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest
16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
17. **MUTUAL COOPERATION**

17.1 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.

17.2 In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. **RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. **PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile 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:  
René Bobadilla, City Manager  
City of Pico Rivera  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016

Facsimile: (562) 801-4765

If to Consultant:  
Helen Streck  
2280 Pulgas Avenue  
Palo Alto, CA 94303  
(805) 231-3026

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

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. **TERMINATION**

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days’ written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days’ written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City’s obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1. In the performance of this Agreement, Consultant shall not discriminate against any employee, 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.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. **WARRANTIES**

25.1 Each party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement.

25.2 In executing this Agreement, each party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

26. **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 neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by City or Consultant of any breach of any term, covenant or
condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS

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.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this
Professional Services Agreement
Kaizen InfoSource, LLC.
Page 12

Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

Reñé Bobadilla, City Manager

Dated: 11/22/17

“CONTRACTOR”
KAIZEN INFOSOURCE, LLC

Helen Streck, President and CEO

Dated: 11-15-17

ATTEST:

Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney
EXHIBIT A

Scope of Services

The scope of services for this project includes the following activities:

1. Prepare a project implementation plan. This Plan establishes the tasks for this SOW and timeline for completion.

2. Evaluate the Current Document Management System and processes and prepare business and functional requirements and develop best practices for achieving a Trusted System.
   a. Meet with IT Support Team to gain an understanding of infrastructure and other systems that may need to be integrated
   b. Review current configuration and structures of the current system
   c. Obtain a wish list of system improvement capabilities from the system owner and key users
   d. Document the specifications to be included in a Request for Proposal (RFP)) and assist with vendor demonstrations. This includes preparing scripts for vendors to use in demonstrating their technologies, creating an evaluation form for City staff who participate in demonstrations.
   e. Provide the City with recommended requirements for a new system.

3. Developing an Implementation Roadmap for selecting and implementing a technology solution to serve as the repository for a Trusted System.
   a. Prepare a high-level plan with a timeline that can be used by the City to determine the steps in issuing an RFP, evaluating the vendors and software, and a preliminary plan for implementing a system – post selection process.
   b. Adjust the plan once the system is selected to provide a more concrete or realistic plan for implementing a new system.

4. Draft and present a Records and Information Policy with associated Policy Map of governance documents required to achieve a Trusted System status.

Assumptions

1. Kaizen will be provided with a key contact from the Administration Department and have access to the City’s Information Technology team.

2. The Administration Department will be responsible for scheduling any meetings with internal departments and outsourced service vendors as needed.

Project Staffing

A. Company Project Team: Helen Streck and Pilar McAdam
B. Project Lead: Pilar McAdam

Fees and Project Investment

Project fees are as follows:
1. Project Plan – no charge
2. Evaluation, Business and Functional Requirements - $15,000
3. Implementation Roadmap - $8,500
4. Policy and Policy Map (including glossary) - $4,000

Expenses are billed in addition to the fee and are submitted as pass through without markup. City shall reimburse Kaizen for the following reasonable travel expenses to the City of Pico Rivera that are attributable directly to work performed under this Agreement: Airfare, hotel accommodations, and per diem meals. Kaizen shall submit an itemized statement with supporting documentation (e.g. receipts, itinerary) of Kaizen’s expenses. City shall reimburse Kaizen within 30 days after receipt of itemized statement. Travel expenses shall not exceed $1,000.00.
To: Mayor and City Council
From: City Manager
Meeting Date: December 10, 2019
Subject: ANNUAL SIDEWALK IMPROVEMENT PROJECT (CIP NO. 50001) – REJECT ALL BIDS AND RE-ADVERTISE CONSTRUCTION

Recommendation:

1. Reject all bids for the Annual Sidewalk Improvement Project, CIP No. 50001; and
2. Authorize the City Clerk to re-advertise the Notice Inviting Bids.

Fiscal Impact:

The Adopted Budget Fiscal Year (FY) 2019-20 includes appropriations in the amount of $200,000 in Measure R Funds (Account No. 207.70.7300.54500-50001); $100,000 was appropriated in FY 2018-19 and $100,000 in FY 2019-20 Adopted Budget.

Discussion:

The Capital Improvement Program (CIP) includes a budget for hardscape improvements on an annual basis which consist of repairs and replacement of damaged sidewalks, ramps, curb and gutter, tree removals and other miscellaneous related improvements. Such improvements are necessary to maintain or enhance walkability and pedestrian safety (e.g. removing tripping hazards) in compliance with the Americans with Disabilities Act (ADA) standards.

The proposed improvements included in this contract were prioritized based on damaged sidewalk reports from residents and staff throughout the City. Staff inspects reported damaged areas and tracks them in a database to record the type and extent of the repairs for their subsequent assignment to the annual sidewalk replacement project contingent upon available funding.

On February 26, 2019, the City Council authorized the City Clerk to advertise the Notice Inviting Bids for the construction of the project. The Notice Inviting Bids was advertised on October 1, 2019 and October 8, 2019 in the Whittier Daily News and on Planet Bids through the City’s website portal on September 27, 2019. There were 23 vendors registered as plan holders, 16 of which were classified as prime contractors. On October 30, 2019, two (2) bids were received and opened by the City Clerk in a public
The bids received were substantially over the engineer’s estimate. Staff made an analysis of the bids and it was found that some of the bid items show a significant cost increase compared to the same bid items from previous sidewalk projects. One bid item in particular is the installation of root barriers to ensure roots from adjacent tree(s) do not damage the newly installed sidewalk. In 2017, the root barrier unit price was $13. The unit price submitted for this work is almost four times the cost from the last sidewalk project with a substantial difference of more than $80,000. Additionally, we were not offered a competitive price on this bid item due to the fact that both prime contractors selected the same subcontractor to complete this work.

Another challenge as a result of this bidding was the low bid participation. As noted before, out of the 23 possible bidders, we only received two (2) bids. Staff attributes the low turnout to the potential misinterpretation of the recently adopted Community Workforce Agreement (CWA) guidelines, which require the prime contractor and subcontractor(s) to make a good faith effort to hire union skilled and craft workers for prime multi-trade contracts exceeding $250,000 or prime specialty contracts exceeding $50,000. The annual sidewalk improvement project is categorized as a specialty contract by City Staff.

Based on these findings and to ensure we receive competitive pricing, staff is recommending to reject all bids, re-evaluate the project and re-advertise for construction. Additionally, to clear any confusion with the recently adopted CWA Agreement, staff will conduct a mandatory pre-bid meeting to provide clarification to prospective bidders regarding the requirements specified by the CWA guidelines. Staff will also reach out to all 23 registered vendors to inform them of the mandatory pre-bid meeting in an effort to increase the number of competitive bids.

**Discussion:**

According to the Pico Rivera Municipal Code, the City Council has the authority to reject all bids. Municipal Code Section 3.20.150, Rejection of Bids, states, “In its discretion, the City Council may reject any and all bids presented and re-advertise for bids.” Therefore, staff recommends the rejection of all bids received and opened for the Annual Sidewalk Improvement Project CIP No. 50001 and requests authorization to re-advertise for construction.

Steven Carmona

SC:MH:NC:lg
To: Mayor and City Council

From: City Manager

Meeting Date: December 10, 2019

Subject: INSTALLATION OF TRAFFIC CONTROL DEVICES – TRAFFIC SAFETY

Recommendation:

1. Receive and file.

Fiscal Impact:

The recommended safety improvements will be installed as part of the Annual Signing and Striping Capital Improvement projects with Measure R (Fund 207) funding. Additional funding is not needed at this time.

Discussion:

The Public Works Department receives requests to consider new traffic control devices to resolve traffic issues at various locations in the City. Traffic control devices are installed at locations where they are deemed warranted per the California Vehicle Code (CVC) and the California Department of Transportation Manual of Uniform Traffic Control Devices (CA-MUTCD). On May 24, 2011, the City Council approved a resolution giving the City Manager the authority to approve the installation of traffic control devices based upon the completion of a traffic/engineering study. According to the resolution, staff is required to notify the City Council of changes to traffic control devices as soon as practicable.

A summary of the changes that will be made is as follows:

Pavement Markings and Signage - Fernadel Ave from Maxine St to Telegraph Rd

The City received requests for traffic calming devices along Fernadel Avenue from Maxine Street to Telegraph Road from concerned residents due to speeding motorists. The goal of traffic calming is to reduce vehicle speeds through the use of both passive devices, such as signs and striping, and physical devices such as changes in road elevation or path. When a street segment shows speeds that exceed posted or prima facie conditions for the areas conditions, the placement of traffic calming devices can be effective.
In response to resident’s concerns, a traffic study was conducted by Elie Farah, Inc., the City’s on-call traffic engineer. The traffic study evaluated site-specific conditions, such as traffic volumes, sight distance, intersection geometrics, and physical obstructions as well as accident history of the street segment. The average daily traffic volume and speed survey counts for the study were collected on Thursday, August 15, 2019 for a 24-hour period. The data collected for the study is provided in Enclosure 1.

**Conclusion:**

Placement of official traffic control devices on public streets is guided by the CVC and CA-MUTCD. Although the roadway has had no accidents, and the 85th percentile speed of traffic is at 26 mph which is within normal conditions for a residential local roadway, the roadway would benefit from traffic calming measures.

Staff recommends implementing the following measures along Fernadel Avenue as recommended in the traffic study performed:

- The placement of 25 mph speed limit signs with 25 pavement legends at the entrance to Maxine Street at Paramount Boulevard and at the entrance to Fernadel Avenue from Telegraph Road is to remind motorists that the speed limit is 25 mph.
- Since there is a curve in the road where Maxine Street and Fernadel Avenue connect, a yellow solid center stripe is recommended to be installed which will guide vehicles to stay in their lane on the curve.
- Installation of white stripe edge lines painted along both sides of the travel way to give the driver a perception of a narrower road. Narrower lanes create “friction” and thereby cause drivers to travel at a slower pace. This would also allow a buffer area for cars backing out of driveways.
- Installation of a curve warning sign, W1-1, in combination with a W13-10 (20MPH) advisory speed signs eastbound on Maxine Street before the beginning of the curve.
- Added enforcement during the peak AM and PM hour would also provide spot enforcement of the speed limit.

The recommended safety improvements will be installed as part of the Annual Signing and Striping Capital Improvement projects with Measure R (Fund 207) funding.

Steve Carmona

SC:MH:KG:lg

Enclosure: 1) Traffic Study
INTRODUCTION

At the request of the City, Elie Farah, Inc. has conducted an extensive review of traffic conditions along Maxine Street and Fernadel Avenue in the City of Pico Rivera. A resident has expressed concerns about the speed of traffic along these streets as well as the difficulty exiting their driveway due to heavy traffic. As a result, an existing conditions review was conducted that included a 24 hour volume count, a radar speed survey and a review of the stretch of roads accident history for the last 3 years. Figure 1, illustrates the existing vicinity map.

EXISTING CONDITIONS

Maxine Street is considered a local street about 35’ wide with 1 lane in each direction and parking on both sides of the street. Maxine Street connects and becomes Fernadel Avenue at the curve in the road. At its intersection with Paramount Boulevard there are yellow school crosswalks in the South leg, East leg and North leg. At this intersection, Maxine Avenue is STOP controlled. There are no posted speed limits on Maxine Street. There is also a connection to the parking lot to Ellen Ochoa Preparatory Academy.

Fernadel Avenue is also considered a local street about 35’ wide with 1 lane in each direction and no center lane striping. There are sidewalks only on the east side of the street. Parking is allowed on both sides of the street. There is also permit parking along Fernadel Avenue. There are cross gutters at Elmont Avenue, Terradell Street and south of Terradell Street. These act as unofficial speed humps forcing traffic to slow. None of the cross-streets have posted STOP signs.
or stop bars which is common in the City of Pico Rivera. There are no posted speed limits on the street.

**EXISTING DATA COLLECTION**

As part of an extensive review of local conditions, 24 hour counts, a 24 hour speed survey and a review of the accident history were conducted along Maxine Street and Fernadel Avenue.

**Accident Summary (January 2016 to January 2018)**

An accident investigation was conducted reviewing the last 3 available years from SWITRS (Statewide Integrated Traffic Records System) records for the City of Pico Rivera for the studied roadway segment of Maxine Street/Fernadel Avenue from Paramount Blvd to Telegraph Road. There were no reported accidents along this section of roadway over the last 3 years.

- On Maxine Street/Fernadel Avenue from Paramount Blvd to Telegraph Road

**Accident Summary:**

2018: 0 accidents
2017: 0 accidents
2016: 0 accidents

**Average Daily Traffic Volume**

The Average Daily Traffic (ADT) data was obtained from counts taken on Thursday August 15, 2019. The ADT data is expressed below:

<table>
<thead>
<tr>
<th>Location</th>
<th>Date of Count</th>
<th>Dir 1 EB</th>
<th>Dir 2 WB</th>
<th>Total Daily Vehicle Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Maxine Street: Between Fernadel Avenue and Paramount Blvd</td>
<td>08/15/219</td>
<td>620</td>
<td>407</td>
<td>1,027</td>
</tr>
</tbody>
</table>

As shown in **Table 1** above, Maxine Street carries 1,027 vehicles per day with the peak traffic occurring at 7:00am-8:00am and at 5:00pm-6:00pm which is an indication that most of the traffic is commute related.

**Radar Speed Survey**

In order to assess the speed at which vehicles are traveling along Maxine Street, a radar speed sample was taken on August 15, 2019 over a 24 hour period. As shown in **Table 2**, The 85th
percentile speed of vehicles on Maxine Street is at 26 mph. This speed is well within the prima facie speed limit of 25-mph for a local street segment.

<table>
<thead>
<tr>
<th>Location</th>
<th>Dir. of Travel</th>
<th>Date/Time of Survey</th>
<th>85%ile Speed</th>
<th>50%ile Speed</th>
<th>Prima Facie Speed Limit MPH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maxine Street Between Fernadel Avenue and Paramount Boulevard</td>
<td>EB/WB</td>
<td>08/15/19 24 hour period</td>
<td>26</td>
<td>20</td>
<td>25</td>
</tr>
</tbody>
</table>

**TRAFFIC CALMING DEVICES AND STRATEGIES**

The goal of Traffic Calming is to reduce vehicle speeds through the use of both passive devices, such as signs and striping, and physical devices such as changes in road elevation or path. When a street segment shows speeds that exceed posted or prima facie conditions for the area conditions than the placement of traffic calming devices would be effective.

The following measures have been proven to be effective at reducing the flow and speed of traffic on a street. Some of these are:

1) **Traffic Education Campaign:** This consists of flyers, neighborhood meetings, banners and other notices to assist in making the public aware of the traffic conditions in a certain area. The goal is to educate residents and non-residents about basic traffic laws, speed limits and safety conditions near schools.

2) **Signage and Pavement Legends:** Modifying the signage along the road or change the striping to narrow travel lanes to effectively slows speeds by changing the travel environment. Signs alert the Driver to their speed, such as larger speed limit signs or a speed feedback sign. Too many signs can have an opposite effect on traffic. Therefore, usage of signs should be subject to careful consideration and compliance with local and regional standards. Speed and stop ahead legends alert the drivers of a change in traffic conditions. Speed limit signs and striped speed limit pavement “messages,” either used separately or as a combination, are one of the most cost effective measures in increasing awareness of motorists traveling through a neighborhood street. These two devices do not have glaring negative impacts as far as air quality, emergency response time, maintenance, and liability exposure.

3) **Larger Dimension Signs:** Installation of larger dimensioned signage are recommended as treatments to increase the motorist’s awareness and other Driver conditions by highlighting
various areas of the roadway. All sign dimensions should comply with the dimensions specified in the California Manual of Uniform Traffic Control Devices (CAMUTCD) Table 2B-1 Regulatory Sign and Plaque Sizes. The oversized sizes are shown in the multi-lane column as 48” x 48” for stop signs and 30” x 36” for speed limits.

4) **Traffic Striping:** Roadway striping can be implemented as an option that is a low cost alternative to vertical/horizontal traffic calming measures. This includes a white stripe painted along both sides of the travel way to give the driver a perception of a narrower road. Narrower lanes create “friction” and thereby cause Drivers to travel at a slower pace. These have:
   - Less impacts to emergency services
   - Less costly
   - Greater flexibility (can be installed or removed easily)
   - No impact to drainage
   - Can provide parking lanes
   - Found to reduce speeds from 1 mph to 7 mph
   - Can be quickly implemented

Traffic striping as a traffic calming device can effectively reduce speed on a roadway. This is particularly effective on long, straight roadways where there are wide travel lanes for long distances. Striping has shown to reduce speed effectively as a first step in the traffic calming process, as documented in surveys and traffic calming sources\(^1\).

5) **Targeted Police Enforcement:** The police department deploys officers to perform enforcement on residential streets for at least an hour a day. The goal is to make Drivers aware of the speed limits and reduce speeds. This requires the cooperation and dedication of police enforcement. This has been shown to be a good spot enforcement technique.

**RECOMMENDATIONS**

Placement of official traffic control devices on public streets is guided by the CA-MUTCD and the California Vehicle Code (CVC).

As seen in the above existing conditions, although the roadway has had no accidents, and the 85th% speed of traffic is at 26 mph which is within normal conditions for a residential local roadway, the roadway would benefit from the following traffic calming measures. The City may want to consider implementing measures in phases and continue to monitor roadway conditions along Maxine Street and Fernadel Avenue.

Phase I:

---
As shown in exhibit 2, Phase I measures could include the following:

1. The placement of 25mph speed limit signs with 25 pavement legends at the entrance to Maxine Street at Paramount Blvd and at the entrance to Fernadel Avenue from Telegraph Road is to remind motorists that the speed limit is 25 mph.

2. Since there is a curve in the road where Maxine Street and Fernadel Avenue connect a yellow solid center stripe should be installed which will guide vehicles to stay in their lane on the curve.

3. Installation of white stripes painted along both sides of the travel way to give the driver a perception of a narrower road. Narrower lanes create “friction” and thereby cause Drivers to travel at a slower pace. This would also allow a buffer area for cars backing out of driveways.

4. Installation of a curve warning sign W1-1 in combination with a W13-10 (20MPH) advisory speed signs eastbound on Maxine St before the beginning of curve.

5. Since there is a peak during the AM and PM hour added enforcement during these hours would also provide spot enforcement of the speed limit.
Exhibit 2: Phase I Measures
Attachments:

1. 24 hour vehicle Count (ADT)
2. 24 hour radar speed survey
Prepared by NDS/ATD
Prepared by National Data & Surveying Services

VOLUME
Maxine St. Bet. Fernadel & Paramount Blvd
Day: Thursday
Date: 8/15/2019

City: Pico Rivera
Project #: CA19_5486_003

NB
0

DAILY TOTALS
AM Period

NB

SB

EB

WB

00:00
00:15
00:30
00:45
01:00
01:15
01:30
01:45
02:00
02:15
02:30
02:45
03:00
03:15
03:30
03:45
04:00
04:15
04:30
04:45
05:00
05:15
05:30
05:45
06:00
06:15
06:30
06:45
07:00
07:15
07:30
07:45
08:00
08:15
08:30
08:45
09:00
09:15
09:30
09:45
10:00
10:15
10:30
10:45
11:00
11:15
11:30
11:45
TOTALS

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

2
1
2
0
1
0
0
3
0
0
1
1
0
0
0
0
0
0
1
0
1
0
1
1
0
4
2
1
6
3
10
11
8
4
5
4
1
3
3
2
3
6
2
4
4
5
4
5

0
0
0
1
0
0
0
0
0
0
0
1
1
0
0
2
1
3
2
2
2
0
5
2
1
8
6
5
11
8
17
23
13
5
6
5
5
2
5
7
4
5
2
8
8
6
3
5

SPLIT %

5

4

2

1

3

7

30

21

9

15

18
115
37.7%

0

0

0
0.000

0
0.000

07:30
33
0.750
51
07:30
33
0.750

EB
620

TOTAL

1

1

3

8

9

20

59

29

19

19

22
190

2
1
2
1
1

SB

EB

WB

40
305

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

5
6
6
2
10
10
7
5
8
10
9
14
11
11
8
8
12
18
37
54
56
36
30
16
13
10
9
9
8
5
5
4
4
8
6
6
4
5
2
2
4
2
2
0
3
1
2
2

3
4
9
6
3
7
4
8
5
7
6
10
14
7
2
2
8
8
6
6
7
5
7
1
4
6
10
2
4
3
5
2
9
3
3
1
2
5
3
2
1
1
2
0
0
0
2
2

29.7%

SPLIT %

6

3

SB
0
07:15
61
0.663
88
07:15
61
0.663

NB

1
2
1

6
3
1
12
8
6
17
11
27
34
21
9
11
9
6
5
8
9
7
11
4
12
12
11
7
10

Total
1,027

12:00
12:15
12:30
12:45
13:00
13:15
13:30
13:45
14:00
14:15
14:30
14:45
15:00
15:15
15:30
15:45
16:00
16:15
16:30
16:45
17:00
17:15
17:30
17:45
18:00
18:15
18:30
18:45
19:00
19:15
19:30
19:45
20:00
20:15
20:30
20:45
21:00
21:15
21:30
21:45
22:00
22:15
22:30
22:45
23:00
23:15
23:30
23:45
TOTALS

4

2
1
3
3
2
3

WB
407

PM Period

3

62.3%

NB
0

DAILY TOTALS
AM Peak Hour
AM Pk Volume
Pk Hr Factor
7 ‐ 9 Volume
7 ‐ 9 Peak Hour
7 ‐ 9 Pk Volume
Pk Hr Factor

SB
0

3

9

12

27

89

50

28

34

DAILY TOTALS

EB
620

07:15 PM Peak Hour
PM Pk Volume
93
Pk Hr Factor
0.684
4 ‐ 6 Volume
139
07:15 4 ‐ 6 Peak Hour
4 ‐ 6 Pk Volume
93
Pk Hr Factor
0.684

19

32

41

38

121

138

41

22

24

13

8

8
505
69.9%

TOTAL

22

22

28

25

28

20

22

14

16

12

8
10
15
8
13
17
11
13
13
17
15
24
25
18
10
10
20
26
43
60
63
41
37
17
17
16
19
11
12
8
10
6
13
11
9
7
6
10
5
4
5
3
4

4

4
217
30.1%

WB
407

41

54

69

63

149

158

63

36

40

25

12
3
1
4
4

12
722
70.3%

Total
1,027

0

0

0
0.000

0
0.000

16:30
183
0.817
259
16:30
183
0.817

14:15
37
0.661
48
16:00
28
0.875

16:30
207
0.821
307
16:30
207
0.821


## SPEED

### Maxine St. Bet. Fernadel & Paramount Blvd

**City:** Pico Rivera  
**Project #:** CA19_5486_003e

**Day:** Thursday  
**Date:** 8/15/2019

### East Bound

<table>
<thead>
<tr>
<th>Time</th>
<th>&lt;15</th>
<th>15-24</th>
<th>25-29</th>
<th>30-34</th>
<th>35-39</th>
<th>40-44</th>
<th>45-49</th>
<th>50-54</th>
<th>55-59</th>
<th>60-64</th>
<th>65-69</th>
<th>70+</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00 AM</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>01:00</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>02:00</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>03:00</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>04:00</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>05:00</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>06:00</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>7</td>
</tr>
<tr>
<td>07:00</td>
<td>4</td>
<td>8</td>
<td>6</td>
<td>11</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30</td>
</tr>
<tr>
<td>08:00</td>
<td>2</td>
<td>7</td>
<td>3</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>21</td>
</tr>
<tr>
<td>09:00</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>10:00</td>
<td>2</td>
<td>6</td>
<td>8</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>11:00</td>
<td>1</td>
<td>8</td>
<td>5</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
<tr>
<td>12:00 PM</td>
<td>1</td>
<td>6</td>
<td>9</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>13:00</td>
<td>3</td>
<td>11</td>
<td>14</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>32</td>
</tr>
<tr>
<td>14:00</td>
<td>15</td>
<td>10</td>
<td>13</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>41</td>
</tr>
<tr>
<td>15:00</td>
<td>10</td>
<td>9</td>
<td>16</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>38</td>
</tr>
<tr>
<td>16:00</td>
<td>5</td>
<td>31</td>
<td>61</td>
<td>23</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>121</td>
</tr>
<tr>
<td>17:00</td>
<td>11</td>
<td>35</td>
<td>68</td>
<td>22</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>138</td>
</tr>
<tr>
<td>18:00</td>
<td>6</td>
<td>12</td>
<td>17</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>41</td>
</tr>
<tr>
<td>19:00</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>22</td>
</tr>
<tr>
<td>20:00</td>
<td>4</td>
<td>9</td>
<td>6</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>24</td>
</tr>
<tr>
<td>21:00</td>
<td>9</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
</tr>
<tr>
<td>22:00</td>
<td>2</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>23:00</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
</tbody>
</table>

| Totals     | 92  | 178   | 246   | 98    | 8    | 0    | 0    | 0    | 0    | 0    | 0    | 0   | 620 |

| % of Totals| 15% | 29%   | 40%   | 16%   | 1%   |     |     |     |     |     |     |     | 100% |

### AM Volumes

- **% AM:** 3%
- **AM Peak Hour:** 07:00
- **Volume:** 115

### PM Volumes

- **% PM:** 12%
- **PM Peak Hour:** 17:00
- **Volume:** 505

### Directional Peak Periods

- **AM 7-9:**
  - **Volume:** 51
  - **%:** 8%
- **NOON 12-2:**
  - **Volume:** 51
  - **%:** 8%
- **PM 4-6:**
  - **Volume:** 259
  - **%:** 42%
- **Off Peak Volumes:**
  - **Volume:** 259
  - **%:** 42%

### Street Percentiles

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Direction</th>
<th>15th</th>
<th>50th</th>
<th>Average</th>
<th>85th</th>
<th>95th</th>
<th>ADT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street A</td>
<td>East Bound</td>
<td>15</td>
<td>21</td>
<td>20</td>
<td>26</td>
<td>29</td>
<td>620</td>
</tr>
<tr>
<td>Street A</td>
<td>West Bound</td>
<td>13</td>
<td>20</td>
<td>20</td>
<td>26</td>
<td>30</td>
<td>407</td>
</tr>
</tbody>
</table>
A Regular Meeting of the Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Meeting was jointly held with the City Council and Housing Assistance Agency. Items appear as listed on the combined agenda for the meeting of August 27, 2019.

Authority President Tercero called the meeting to order at 6:00 p.m.

PRESENT: Camacho, Salcido, Tercero
ABSENT: Elias

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None

CONSENT CALENDAR:

Water Authority:

9. Minutes:
   • Approved Water Authority meeting of August 13, 2019

10. Notification Concerning the Detection of Perfluorooctaniesulfonic Acid (PFOS) and/or Perfluorooctanioic Acid (PFOA) in the Groundwater. (1700)

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

11. Agreement with Liberty Utilities to Lease Eighteen Hundred (1,800) Acre Feet of Water Rights Annually for Three Years. (500)

   1. Approved a Groundwater Pumping Water Rights License and Agreement, with “flex rights” (transfers both the pumping right and associated carryover rights to the lessee) with Liberty Utilities, to lease 1,800 acre-feet (AF) of unused water rights from Fiscal Years (FY) 2019-2022 Allowable Pumping Allocation;
   2. Increased the revenue for Pico Rivera Water Authority (PRWA) Fund (Account No. 550.00.0000-43250) by $297,000; and
   3. Authorized the Executive Director to execute a lease agreement in a form approved by the City Attorney.

Agreement No. 19-47

Motion by Commissioner Salcido, seconded by Vice President Camacho to approve Consent Calendar Items No. 9 and 11. Motion carries by the following roll call vote:
AYES: Camacho, Salcido, Tercero
NOES: None
ABSENT: Elias

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

Water Authority:

10. Notification Concerning the Detection of Perfluorooctanesulfonic Acid (PFOS) and/or Perfluorooctanoic Acid (PFOA) in the Groundwater. (1700)

President Tercero inquired about any necessary concerns for the residents in regard to the water report. City Manager Carmona explained that the reporting is a legislative requirement and that there are no unsafe levels of PFOS and PFOAs at this point.

Motion by Commissioner Salcido, seconded by Vice President Camacho to receive and file report and authorize staff to notify customers of the detection of perfluorooctanesulfonic acid and/or perfluorooctanoic acid (PFOA) in the annual 2019 Consumer Confidence Report for Water Quality. Motion carries by the following roll call vote:

AYES: Camacho, Salcido, Tercero
NOES: None
ABSENT: Elias

REGULAR AGENDA: None

ADJOURNMENT:

Vice President Camacho adjourned the Water Authority meeting at 7:20 p.m. There being no objection it was so ordered.

AYES: Camacho, Salcido, Tercero
NOES: None
ABSENT: Elias

________________________________
Brent A. Tercero, 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 regular meeting dated August 27, 2019 and approved by the Water Authority on December 10, 2019.

Anna M. Jerome, Authority Secretary
To: President and Commissioners
From: Executive Director
Meeting Date: December 10, 2019
Subject: AWARD PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES – PLANT NO. 3 ELECTRICAL PANEL IMPROVEMENTS – (CIP NO. 50027)

Recommendation:

1. Award a Professional Services Agreement to Yao Engineering, Inc. to provide design and construction support services for the Electrical Panel Improvements at Plant No. 3 (CIP No. 50027) for an amount not-to-exceed $48,032 and authorize the President to execute an agreement in a form approved by the City Attorney; and

2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $48,032 in Water Authority Funds to Account No. 550.70.7340-54500-50027.

Fiscal Impact:

The FY 2019/20 Water Authority budget requires a budget amendment in the amount of $48,032 to award the professional services agreement to Yao Engineering Inc. The Water Authority Fund has sufficient reserves to pay for the design and construction support services.

Discussion:

In FY 2019/20, PRWA staff plans to complete Electrical Panel Improvements at Plant No. 3. These improvements along with additional projects will help improve the energy efficiency and reliability of the water operating system and make it a more operator friendly control system. This project is a subsequent phase of recently completed improvements to the electrical and control system at PRWA water plant facilities. It is critical that these improvements at PRWA facilities maintain a consistency in design and construction to facilitate ongoing operations and maintenance, and ensure the compatibility of these complicated systems between facilities and with the overall system.
On September 26, 2019, PRWA submitted a Request for Proposals (RFP) on Planet Bids and posted the RPF on the City’s website. Services requested consist of project management, agency and utility coordination, site investigation, preliminary design, final plans, specifications, estimates, and construction support services, the design and function of current operating systems at PRWA water plant facilities is an intricate part for the design layout for Plant No. 3 Electrical Panel Improvements.

On October 17, 2019, one (1) proposal was received. Yao Engineering, Inc. was the only proposal received. The proposal was reviewed for compliance with all the requirements of the RFP. The design consultant meets and is qualified for performing the design engineering services. Design services must be awarded to the consultant in a qualification-based selection process, assuming a reasonable fee is negotiated.

Design and construction are anticipated to be completed in March 2020 and December 2020, respectively.

**Conclusion:**

The recommendation to amend the Water Authority budget and appropriate funding to execute and award a professional services agreement to Yao Engineering, Inc. in the amount not-to-exceed $48,032 will enable the PRWA to complete the electrical panel improvements required at Water Plant No. 3.

Steve Carmona

SC:MH:AR:lg

Enclosure: 1) Professional Services Agreement
AGREEMENT NO. _______
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PICO RIVERA WATER AUTHORITY AND
YAO ENGINEERING, INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Pico Rivera Water Authority, a California municipal corporation ("PRWA") and Yao Engineering Inc. ("Consultant"). PRWA and Consultant are sometimes hereinafter individually referred to as a “Party” and collectively referred to as “Parties.”

2. RECITALS

2.1 PRWA has determined that it requires professional services from a consultant to provide engineering services to develop Plans, Specifications, and Cost Estimates for the Electrical Panel Improvements at Pico Rivera Water Plant No. 3, CIP No. 50027.

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 October 11, 2019, proposal to PRWA attached hereto as Exhibit “A” and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s October 11, 2019, proposal to PRWA attached hereto as Exhibit “B.”

3.3 “Commencement Date”: December 10, 2019

3.4 “Expiration Date”: June 30, 2021

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. PRWA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Forty-Eight Thousand Thirty-Two and no cents ($48,032.00)** unless specifically approved in advance, in writing, by PRWA.

5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to PRWA.

6. **COMPENSATION**

6.1 PRWA agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to PRWA an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, PRWA shall notify Consultant in writing of any disputed amounts included on the invoice. Within **thirty (30) calendar days** of receipt of each invoice, PRWA shall pay all undisputed amounts included on the invoice. PRWA shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by PRWA and not included in the Scope of Services shall be made to Consultant by PRWA on a time-and-materials basis using Consultant’s standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to PRWA for such services.

7. **BUSINESS LICENSE**

Consultant shall obtain a City 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 PRWA, its officers
and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. **CONFLICT OF INTEREST**

   Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) PRWA has not consented in writing prior to Consultant’s performance of such work.

10. **PERSONNEL**

   Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant’s services under this Agreement, but PRWA reserves the right, for good cause, to require Consultant to exclude any employee from performing services on PRWA’s premises. Stephen Bise, Director of Los Angeles Operations shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without PRWA’s prior written consent.

11. **OWNERSHIP OF WRITTEN PRODUCTS**

   All reports, documents or other written material (“written products”) developed by Consultant in the performance of this Agreement shall be and remain the property of PRWA without restriction or limitation upon its use or dissemination by PRWA. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. **INDEPENDENT CONTRACTOR**

   12.1 Consultant is, and shall at all times remain as to PRWA, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of PRWA or otherwise to act on behalf of PRWA as an agent. Neither PRWA nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of PRWA.
12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 PRWA shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. PRWA shall have no responsibility to provide Consultant, its employees or subcontractors with workers’ compensation insurance or any other insurance.

13. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by PRWA. PRWA shall grant such consent if disclosure is legally required. Upon request, all PRWA data and any copies thereof shall be returned to PRWA upon the termination or expiration of this Agreement.

14 **NON-LIABILITY OF PRWA OFFICIALS AND EMPLOYEES**

No official or employee of the PRWA shall be personally liable to Consultant in the event of any default or breach by PRWA, or for any amount which may become due to Consultant.

15. **INDEMNIFICATION**

15.1 The Parties agree that PRWA, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to PRWA. Consultant acknowledges that PRWA would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect PRWA as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend PRWA, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or
subcontractors in the performance of this Agreement. Such costs and expenses shall
include reasonable attorneys’ fees incurred by counsel of PRWA’s choice.

15.3 PRWA shall have the right to offset against the amount of any
compensation due Consultant under this Agreement any amount due PRWA from
Consultant as a result of Consultant’s failure to pay PRWA promptly any indemnification
arising under this Section 15 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.

15.4 The obligations of Consultant under this Section 15 will not be limited by
the provisions of any workers’ compensation act or similar act. Consultant expressly
waives its statutory immunity under such statutes or laws as to PRWA, its officers,
agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with
provisions identical to those set forth here in this Section 15 from each and every
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 PRWA, its officers, agents,
elected and appointed officials, employees, affiliated public agencies and volunteers
from and against any and all claims, demands, lawsuits, causes of action, losses, costs
or expenses for any damage due to death or injury to any person and injury to any
property resulting from or arising out of any alleged intentional, reckless, negligent, or
otherwise wrongful acts, errors or omissions of Consultant’s 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 PRWA’s choice.

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

15.7 PER S 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 PRWA, Consultant shall indemnify, defend, and hold harmless
PRWA for the payment of any employee and/or employer contributions for PERS
benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as
for the payment of any penalties and interest on such contributions, which would
otherwise be the responsibility of PRWA.
Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and 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 PRWA, including but not limited to eligibility to enroll in PERS as an employee of PRWA and entitlement to any contribution to be paid by PRWA for employer contribution and/or employee contributions for PERS benefits.

16. **INSURANCE**

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

16.1.1.1 Premises, operations, and mobile equipment

16.1.1.2 Products and completed operations

16.1.1.3 Broad form property damage (including completed operations)

16.1.1.4 Explosion, collapse, and underground hazards

16.1.1.5 Personal injury

16.1.1.6 Contractual liability,

in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Contractor's work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker’s Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability
Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence of claim/ Two Million Dollars ($2,000,000) in the aggregate.

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:\VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect PRWA may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant’s expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with PRWA’s Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the PRWA as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with PRWA’s Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to PRWA at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming PRWA, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to PRWA. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to PRWA. Any insurance or self-insurance maintained by PRWA, its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of
subrogation against the PRWA.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the PRWA. At the option of PRWA, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to PRWA, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the PRWA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the PRWA.

17. MUTUAL COOPERATION

17.1 PRWA shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

17.2 In the event any claim or action is brought against PRWA relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that PRWA may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. PRWA shall have the right to access and examine such records, without charge, during normal business hours. PRWA shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and PRWA’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 PRWA:                                      If to Consultant:
Steve Carmona, Executive Director  Felix Yao, P.E, Principal
Pico Rivera Water Authority              Yao Engineering, Inc.
PO Box 1016                               2960 Huntington Drive, #80367
6615 Passons Blvd.                        San Marino, California 91108
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

With a courtesy copy to:

Arnold M. Alvarez-Glasman, General Counsel
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA  91746
Facsimile: (562) 692-2244

21. **SURVIVING COVENANTS**

The Parties agree that the covenants contained in Sections 13, 15 and
Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or
termination of this Agreement.

22. **TERMINATION**

22.1. PRWA shall have the right to terminate this Agreement for any reason on
five (5) calendar days' written notice to Consultant. Consultant shall have the right
to terminate this Agreement for any reason on sixty (60) calendar days' written notice to
PRWA. The effective date of termination shall be upon the date specified in the notice
of termination. Consultant agrees that in the event of such termination, PRWA's
obligation to pay Consultant shall be limited to payment only for those services
satisfactorily rendered, as solely determined by the PRWA, prior to the effective date of
termination. Consultant agrees to cease all work under this Agreement on or before the
effective date of any notice of termination. All PRWA data, documents, objects,
materials or other tangible things shall be returned to PRWA upon the termination or
expiration of this Agreement.

22.2 If PRWA terminates this Agreement due to no fault or failure of
performance by Consultant, then Consultant shall be paid based on the work
satisfactorily performed, as solely determined by the PRWA, at the time of termination.
In no event shall Consultant be entitled to receive more than the amount that would be
paid to Consultant for the full performance of the services required by this Agreement.
23. **ASSIGNMENT**

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without PRWA’s prior written consent, and any attempt to do so shall be void and of no effect. PRWA shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. **WARRANTIES**

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party’s failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.
25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. **CAPTIONS**

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. **NON-WAIVER**

27.1 The waiver by PRWA or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by PRWA of any payment to Consultant constitute or be construed as a waiver by PRWA of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by PRWA shall in no way impair or prejudice any right or remedy available to PRWA with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by PRWA or Consultant unless in writing.

27.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in PRWA’s sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. **COURT COSTS**

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.

29. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. **COUNTERPARTS**

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

32. **ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between PRWA and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by PRWA and Consultant.

[Signatures on following page]
TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“PRWA”
PICO RIVERA WATER AUTHORITY

Brent A. Tercero, President
Dated: ________________________

“CONSULTANT”
Yao Engineering Inc.

Felix Yao, Principal
Dated: __________________________

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Authority Secretary
Arnold M. Alvarez-Glasman, General Counsel
October 11, 2019

City of Pico Rivera

RFP: Design and Construction Support Services for Electrical Panel Improvements at Pico Rivera Water Plant #3

Yao Engineering, Inc. is pleased to submit our proposal to provide design and engineering services during construction for the City of Pico Rivera’s Electrical Panel Improvements at Pico Rivera Water Plant #3 RFP.

Yao Engineering was founded in February 2018 with a core group of Electrical Engineers who believe that understanding the client’s needs is the cornerstone to providing the best engineered solution. With more than a combined 55 years of electrical and automation experience in the water/wastewater industry, Yao Engineering has the technical knowledge and experience to serve your needs.

Yao Engineering’s approach to every project is simply to understand a client’s needs and to work within the client’s budget to tailor an engineering solution to meet those needs. Yao Engineering’s commitment to every client is that we strive for excellence on every project, which means that we regularly strive to exceed the requirements set forth in our proposal.

If you have questions or need additional information, please feel free to contact Felix Yao. We look forward to working with the Central San to deliver this project smoothly and efficiently.

Very Truly Yours,
Yao Engineering, Inc.

Felix Yao, P.E.
Principal
fyao@yaoengineering.com
c: (407) 493-4941
SECTION 2 – PROJECT MANAGER

Mr. Yao is a professional electrical engineer with 16 years of experience in consulting engineering and management. He has designed electrical systems for water and wastewater facilities, industrial facilities, architectural facilities, commercial facilities, and federal facilities. He has provided technical leadership, quality control, and design and construction services.

Mr. Yao has power system experience which includes transmission systems with voltages up to 115kV and distribution systems with voltages up to 69kV; prime, standby, and emergency generators; switchgear; switchboards; motor control centers; panelboards, variable frequency drives; uninterruptible power supplies; lighting; lighting control; fire alarm; telecommunications; security and access control; lightning protection; and paging and area warning systems.

Mr. Yao has SCADA systems experience which includes both ring and star topology system architectures, programmable logic controllers (PLC), remote I/O (RIO), and human machine interfaces (HMI). He has experience with major PLC manufacturers such as Allen-Bradley, Square D (Schneider Electric), and Siemens.

SECTION 3 – SCOPE OF SERVICES

Preliminary Design Phase:

A. Site investigation to determine existing conditions and discuss with stakeholders the key success factors
B. Provide findings and recommendations in a Preliminary Design Report to communicate discoveries from the site investigation that will require stakeholder buy-in before moving into Final Design Phase

Final Design Phase:

A. Coordinate with SCE regarding the desire to relocate the existing SCE feed and SCE transformer from behind the tank to the location of the chlorine shed. Remove the below-grade elbow from the riser on the power pole and extend the conduit around the tank to the new SCE transformer location.
B. Provide a new outdoor service entrance rated 480Y/277V switchboard with pull-section, metering section, main breaker, automatic transfer switch with camlocks for portable generator pigtails, 480V distribution section, step-down transformer, and 120V panelboard. The distribution section shall distribute power to the existing and new 480V loads, including three (3) booster pumps and two (2) vertical turbine pumps.
   a. The three (3) booster pumps shall be controlled by the following starters:
      i. B-1: 100 HP motor controlled via wall-mounted reduced voltage soft-starter
      ii. B-2: 100 HP motor controlled via wall-mounted variable frequency drive (VFD)
      iii. B-3: 50 HP motor controlled via wall-mounted VFD
   b. The two (2) vertical turbine pumps shall be controlled by the following starters:
      i. Well #11: 125 HP motor controlled via VFD
      ii. Well #12: 225 HP motor controlled via VFD
   c. The existing 120V loads will be refed from the new 120V panelboard located within the new outdoor switchboard lineup, including but not limited to, receptacles, Chlorinators, SCADA panel, field devices, etc.
C. Provide new LED lighting within the existing buildings to provide more uniform lighting and to increase the foot candles to provide more visibility.

D. Remove the existing relay panel

**Engineering Services During Construction Phase:**

The following items are taken directly from the RFP, the only addition has been quantifying the hours associated with each task in order to put together the fee estimate. Refer to attached Fee Estimate for additional breakdown of the quantified hours shown below. If the following quantified hours are changed, then the fee estimate will need to be adjusted accordingly. The operations and maintenance (O&M) manuals are assumed to be the approved equipment submittals organized into a single binder and PDF.

A. Attend pre-bid meeting (4 hrs)
B. Respond to RFI’s (1 hrs per RFI for 6 RFI’s, 6 hrs total)
C. Evaluate bid proposals with the City (2 hrs)
D. Attend pre-construction meeting (4 hrs)
E. Review of equipment submittals (4 hrs per submittal for 4 submittals, 16 hrs total)
F. Attend construction/coordination meetings, as necessary (8 hrs)
G. Attend Final job-walk (4 hrs)
H. Review of as-built markups and construction close-out documents (4 hrs)
I. Preparation of record drawings (48 hrs)
J. Submit AutoCAD record drawings, O&M manuals, and project close-out documents (56 hrs)

**SECTION 4 – METHODOLOGY AND WORK PLAN**

Mr. Yao will conduct all the site investigations and field visits. All of the site photos, information, and decisions are documented and kept on the Yao Engineering server to allow access to the project team.

Mr. Kopec will work on the design with the oversight and direction provided by Mr. Yao. Mr. Yao and Mr. Kopec have worked in this type of arrangement for over 5 years and have successfully completed dozens of projects ranging from pumping stations to plants.

**SECTION 5 – PROJECT MANAGEMENT**

Our project management approach is very simple by providing a single-point of contact. Mr. Yao will provide all the direct interface, communication, and coordination with the City regularly via in-person meetings, phone calls, emails, progress reports, and even text messages. These communication vehicles provide for the project’s key issues to be discussed. The resolution of the key issues are then transferred directly to the design team.

All of the project files will reside on the Yao Engineering server so the most up-to-date files can be accessed by the project team as necessary.

Mr. Barnes will provide the quality control and peer review to assure that the design drawings are compliant with the National Electrical Code. Mr. Barnes’ quality control review occurs at the same time as the City’s review so the schedule is not negatively impacted, while the quality of the drawings is not compromised.
SECTION 6 – STATEMENT OF QUALIFICATIONS

Project Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Years</th>
<th>Position</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felix Yao, PE</td>
<td>16</td>
<td>Project Manager, design engineer, oversight,</td>
<td>inspection, start-up, project design interpretation, submittal review, RFI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>construction engineer, inspection, start-up,</td>
<td>response, design changes, field work</td>
</tr>
<tr>
<td>Craig Barnes, PE</td>
<td>30</td>
<td>Quality Control, PLC and SCADA programmer,</td>
<td>construction engineer, inspection, start-up, design review, interpretation, RFI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>construction engineer, inspection, start-up,</td>
<td>response, dispute resolution, design changes</td>
</tr>
<tr>
<td>Mac Kopec</td>
<td>7</td>
<td>Senior Electrical Professional, design engineer,</td>
<td>submittal review, RFI response, design changes, field work</td>
</tr>
<tr>
<td>One support staff</td>
<td></td>
<td>Office and Administration tasks</td>
<td></td>
</tr>
</tbody>
</table>

Resumes have been included at the end of this proposal.

SECTION 7 – REFERENCES

<table>
<thead>
<tr>
<th>Name</th>
<th>Projects</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jaime Fidello, PE</td>
<td>LADWP South Haiwee WTP Project (2015)</td>
<td>South Haiwee: Engineering Design to provide 480V service, distribution panelboard, lighting,</td>
</tr>
<tr>
<td></td>
<td>LADWP Astoria Pump Station Arc Flash (2017)</td>
<td>grounding, extending a new aerial fiber optic cable to the new control panel, and a fully automated</td>
</tr>
<tr>
<td></td>
<td>111 N. Hope St., Los Angeles, CA. 90012 (213) 367-4950</td>
<td>SCADA system</td>
</tr>
<tr>
<td>Kam Insixiengmay, PE</td>
<td>Salinas Station 29 (2018)</td>
<td>Salinas Station 29: Engineering Design to replace existing standby generator</td>
</tr>
<tr>
<td></td>
<td>Bear Gulch Station 16 (2019)</td>
<td>Bear Gulch Station 16: Engineering Design to replace existing 480V distribution, lighting,</td>
</tr>
<tr>
<td></td>
<td>6200 Avenida Encinas, Carlsbad, CA 92011 (408) 367-8280</td>
<td>grounding, and a fully automated SCADA system</td>
</tr>
<tr>
<td>Gurkiran Kaur, PE</td>
<td>Marysville Station 7 (2019)</td>
<td>Marysville Station 7: Engineering Design to replace existing 480V distribution, lighting,</td>
</tr>
<tr>
<td></td>
<td>6200 Avenida Encinas, Carlsbad, CA 92011 (408) 367-8342</td>
<td>grounding, and a fully automated SCADA system</td>
</tr>
</tbody>
</table>

SECTION 8 – RESOURCE ALLOCATION MATRIX & FEE ESTIMATE

The resource allocation matrix and fee estimate for this project have been included at the end of this proposal. Yao Engineering is fully capable of handling all aspects of the design and construction management as outlined in the RFP, therefore no sub-consultant(s) will be used on this project.
**SECTION 9 – PROJECT SCHEDULE**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Site Investigation</td>
<td>12/16/2019</td>
<td>12/20/2019</td>
</tr>
<tr>
<td>1.2</td>
<td>Review Drawings &amp; Create Recommendations</td>
<td>12/30/2019</td>
<td>01/03/2020</td>
</tr>
<tr>
<td>1.3</td>
<td>Preliminary Design Report (PDR)</td>
<td>01/06/2020</td>
<td>01/10/2020</td>
</tr>
<tr>
<td></td>
<td>PDR City Review</td>
<td>01/13/2020</td>
<td>01/24/2020</td>
</tr>
<tr>
<td>2.1</td>
<td>65% Deliverable</td>
<td>01/27/2020</td>
<td>02/14/2020</td>
</tr>
<tr>
<td></td>
<td>65% City Review</td>
<td>02/17/2020</td>
<td>02/21/2020</td>
</tr>
<tr>
<td>2.2</td>
<td>90% Deliverable</td>
<td>02/24/2020</td>
<td>03/06/2020</td>
</tr>
<tr>
<td></td>
<td>90% City Review</td>
<td>03/09/2020</td>
<td>03/13/2020</td>
</tr>
<tr>
<td>2.3</td>
<td>Final Deliverable</td>
<td>03/16/2020</td>
<td>03/27/2020</td>
</tr>
<tr>
<td>2.4</td>
<td>SCE Coordination</td>
<td>12/16/2019</td>
<td>02/21/2020</td>
</tr>
<tr>
<td></td>
<td>Bid and Award Construction</td>
<td>03/30/2020</td>
<td>05/29/2020</td>
</tr>
<tr>
<td>3</td>
<td>Engineering Services During Construction</td>
<td>06/01/2020</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>4</td>
<td>Project Management</td>
<td>NTP (12/16/2019)</td>
<td>12/31/2020</td>
</tr>
</tbody>
</table>

**SECTION 10 – CONTRACT EXCEPTIONS**

Yao Engineering does not have any exceptions, additions, and or deletions to the City’s RFP.

**SECTION 11 – PLAN SAMPLES**

Samples projects have been included at the end of this proposal.

**SECTION 12 – ASSUMPTIONS**

- City will provide Engineer with as-built drawings and SCADA panel drawing in AutoCAD
- O&M Manuals will be based on approved submittals
- Hours shown for each task under Engineering Services During Construction are estimates only, actual hours may differ from estimate. Engineer will only bill the hours used for each task. If additional hours are required, then Engineer will request additional hours from the City.
- If City does not have an AutoCAD version of the site plan, then Engineer will use a scalable Google Earth image as the background
**SECTION 13 – EXCLUSIONS**

- Yao Engineering will only provide Electrical Engineering, no other engineering disciplines are included in this proposal, but if the City would like Yao Engineering to provide additional engineering disciplines, then these can be added.
- Power system studies are not included, but if the City would like Yao Engineering to perform the arc flash study, protective device coordination study, and/or short circuit study, then these can be added.
- Arc flash labels are not included, but if the City would like Yao Engineering to provide arc flash labels on the new equipment, then these can be added.
### Labor Rate ($/hr):

<table>
<thead>
<tr>
<th>Personnel Title</th>
<th>$125</th>
<th>$15</th>
<th>$30</th>
<th>$65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$500</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Task Item Description

<table>
<thead>
<tr>
<th>Task Item Description</th>
<th>Total Cost</th>
<th>Labor Rate ($/hr)</th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Site Investigation</td>
<td>$500</td>
<td>$125</td>
<td>4.00</td>
<td>$125</td>
</tr>
<tr>
<td>Site Plan (Google Earth Image)</td>
<td>$250</td>
<td>$125</td>
<td>2.00</td>
<td>$125</td>
</tr>
<tr>
<td>Single-Line &amp; Panelboard Schedule</td>
<td>$250</td>
<td>$125</td>
<td>2.00</td>
<td>$125</td>
</tr>
<tr>
<td>Wiring Diagram</td>
<td>$250</td>
<td>$125</td>
<td>2.00</td>
<td>$125</td>
</tr>
<tr>
<td>Details</td>
<td>$50</td>
<td>$125</td>
<td>0.50</td>
<td>$125</td>
</tr>
<tr>
<td>I/O Layout</td>
<td>$500</td>
<td>$125</td>
<td>4.00</td>
<td>$125</td>
</tr>
<tr>
<td>Div 10 Spacs</td>
<td>$500</td>
<td>$125</td>
<td>5.00</td>
<td>$125</td>
</tr>
<tr>
<td>O&amp;M Manuals</td>
<td>$450</td>
<td>$125</td>
<td>3.60</td>
<td>$125</td>
</tr>
<tr>
<td>Project Close-out Documents</td>
<td>$450</td>
<td>$125</td>
<td>3.60</td>
<td>$125</td>
</tr>
<tr>
<td>Attend Final Job-walk</td>
<td>$90</td>
<td>$125</td>
<td>0.72</td>
<td>$125</td>
</tr>
<tr>
<td>Attend Construction/Coordination Meetings (8 hrs)</td>
<td>$1,000</td>
<td>$125</td>
<td>8.00</td>
<td>$125</td>
</tr>
<tr>
<td>Attend Final Job-walk (4 hrs)</td>
<td>$500</td>
<td>$125</td>
<td>4.00</td>
<td>$125</td>
</tr>
<tr>
<td>Prepare As-built Markups and Construction Close-out Documents (4 hrs)</td>
<td>$500</td>
<td>$125</td>
<td>4.00</td>
<td>$125</td>
</tr>
</tbody>
</table>

### Project Summary

- **Task 1.1: Site Investigation**
  - Subtotal: $500
- **Task 1.2: Review As-builts/Record Drawings & Recommendations**
  - Subtotal: $450
- **Task 1.3: Preliminary Design Report (PDR)**
  - Subtotal: $450
- **Task 2.1: 65% Deliverable**
  - Subtotal: $2,750
- **Task 2.2: 90% Deliverable**
  - Subtotal: $2,250
- **Task 2.3: Final Deliverable**
  - Subtotal: $2,250

### Project Total

- **Total Cost: $22,000**

**Note:** The table represents a summary of labor hours and rates for various tasks involved in the project, detailing the costs associated with each task.

Yao Engineering
City of Pico Rivera
Public Works Department
Design and Construction Support Services
for Electrical Panel Improvements at
Pico Rivera Water Plant #3
Fee Estimate

10/11/2019
To: President and Commissioners
From: Executive Director
Meeting Date: December 10, 2019
Subject: APPROVE PURCHASE OF HOOSAN T4F TRAILER MOUNTED GENERATOR (CIP NO. 50028)

Recommendation:

1. Authorize the purchase of an Emergency Power Generator in the amount of $156,673 from Volvo Construction Equipment and Services using Sourcewell, (previously known as National Joint Powers Alliance) Contract No. 052015; and

2. Amend the Fiscal Year (FY) 2019/20 Water Authority budget by appropriating $156,673 in Water Authority Funds to Account No. 550.70.7340-54500-50028.

Fiscal Impact:

The FY 2019/20 Water Authority budget requires a budget amendment in the amount of $156,673 in order to purchase the emergency power generator. The Water Authority Fund has sufficient reserves to pay for this generator.

Discussion:

All three water plants in the City have water wells, pumps and storage reservoirs which in an emergency are all classified as “critical facilities”. Therefore, security and reliability are a high priority. Due to the age of the water plants and to comply with current Air Quality Management District (AQMD) restriction, it was necessary to remove the gas power Waukesha generators from each facility. The pumping plants are now without back up power. A new diesel powered Tier 4 trailer mounted generator will provide the required power to operate a pumping plant during emergency power outages.

The recommended purchase utilizes cooperative contracts as authorized by Section 3.20.030 of the Pico Rivera Municipal Code. Staff has verified the purchase cooperative contracts recommended have been competitively bid. Using these contracts provides the City with competitive volume pricing without the administrative expense of administering a competitive bid process.

Sourcewell meets all requirements set forth by the City of Pico Rivera Municipal Code in regard to regional cooperative purchasing agreements. Sourcewell establishes pre-
approved vendors following a nationwide competitive bid process. This insures that the City receives the lowest available pricing and meets the competitive bid process. The City utilizes similar cooperative agreements for purchases of fleet vehicle and heavy equipment.

**Conclusion:**

An Emergency Power Generator is needed for backup power during an emergency power outage. Staff recommends the purchase of an Emergency Power Generator in the amount not-to-exceed $156,673.

Steve Carmona

SC:MH:AR:lg

Enclosures:  1) Sourcewell Quote  
2) Quinn Power Systems Quote  
3) United Rentals
## Quote Valid for 90 days

**Contract:**
032515- VCE

**Date:**
11/19/2019

**Buying Agency:**
City of Pico Rivera

**Contractor:**
Volvo Construction Equipment and Services

**Contact Person:**
Adrian Rodriguez

**Prepared By:**
Rob Yungen

**Phone:**
562-801-4462

**Email:**
[adrian.rodriguez@pico-rivera.org](mailto:adrian.rodriguez@pico-rivera.org)

**NJPA Product Code**
Contract 052015-CEC

**General Description of Product:**
Trailer Mounted Generator

### A. Catalog / Price Sheet Items being purchased – Itemize Below

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>List Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>G400WCU -3B-T4F  Trailer Mounted Generator Tier 4 Final</td>
<td>$215,000</td>
<td>$215,000</td>
</tr>
<tr>
<td>1</td>
<td>46568579 Battery Charger Option</td>
<td>$370</td>
<td>$370</td>
</tr>
<tr>
<td>1</td>
<td>46734098 Led Lighting Option</td>
<td>$258</td>
<td>$258</td>
</tr>
<tr>
<td>1</td>
<td>Electric Brakes Standard Equipment</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>46716006 Camlock Connectors</td>
<td>$1,068</td>
<td>$1,068</td>
</tr>
</tbody>
</table>

**Contract Discount from List 36%**

Subtotal A $138,685

### B. Dealer Function Fees

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Operation and Parts Manuals Included</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>DMV Exempt Registration Option</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>1</td>
<td>Operator Familiarization</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>CARB Permit</td>
<td>$820</td>
<td>$820</td>
</tr>
</tbody>
</table>

Sub Total B $1,300

Sub Total A+B $140,955.44

### C. Sourced Goods

<table>
<thead>
<tr>
<th>Qty of 5</th>
<th>4/0</th>
<th>400AMP Stage Cable 25’ length each with Color Coded Cam Locks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$1,175</td>
</tr>
</tbody>
</table>

Subtotal C $1,175

Subtotal A+B+C $142,130

### E. Trade-Ins / Other Allowances / Freight / Installation / Miscellaneous Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Dealer Discount</th>
<th>Subtotal after Dealer Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory and Local Freight</td>
<td>$4,680</td>
<td>$14,043</td>
</tr>
<tr>
<td>VCES Pre Delivery Inspection and Load Bank</td>
<td>$950</td>
<td>$5,630</td>
</tr>
</tbody>
</table>

Subtotal $5,630

**Delivery Date:**
90-120 Days

**Total Purchase Price A+B+C+D+E**
$156,673

**Email 1:**
Robert.yungen@vcesvolvo.com

**NJPA Product Code**
Contract 052015-CEC

**General Description of Product:**
Trailer Mounted Generator

**Quan List Price Total**

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description</th>
<th>Unit Pr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$216,696

**Sub Total A+B+C+D+E**

$156,673
**To:** Adrian Rodriguez  
**Contact:** Adrian.rodriguez@pico-rivera.org  
**Company:** PICO Department of Public Works  
**Address:** 9633 Beverly Blvd.  
**City, Zip:** Pico Rivera, CA 90660  
**Phone:** (562) 801-4462  
**Email:** Adrian.rodriguez@pico-rivera.org  
**F.O.B.:** Jobsite, unloading by others  
**Sales Rep.:** Eddie Valentin  
**Contact #:** (562) 201-3428  
**Email:** Eddie.Valentin@quinnpower.com

**Project Name:** PICO DPW Pumping Station

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit List Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>New Caterpillar, Model XQ425 Diesel Generator Set. Rated 340kW PRP, with fan, 60Hz, 3Ph, 120/208V, 139/240V &amp; 277/480V Switchable at 1800 RPM.                                                                 242,186.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CAT FACTORY LIST**  
NPJA / Sourcewell Discount Program of 23% off CAT List Price  
Total Equipment Taxable (9.5%)  
Sales Tax 9.5%  
Total Non-CAT Items; Freight to jobsite, (non-taxable)  
Pre-Delivery Inspection, Start-up & Commissioning  
DMV Registration & CARB Permit by others.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$211,824.13</strong></td>
<td><strong>$211,824.13</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Optional adders listed below.**  
*Includes standard features as listed in product data sheet and additional accessories as listed herein...*

**SALES TAX NOT INCLUDED.** Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice.  
*Quotation is good for 30 days from quote date above, expires after that duration.*

**Total Price (SALES TAX INCLUDED):**  
$211,824.13
Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * (additional sets, at additional cost)
Factory standard warranty - 1 year

QPS field work

Delivery to jobsite (offload/crane service by others)
Basic Demonstration – [included at no charge if training can be accomplished at time of startup].
** See adder price below for a separate training session**

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Availability:
Submittals: Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (see above) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
** Equipment prices and lead times are subject to change without notice.**

EMISSIONS NOTE

“California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project.”

Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.
1. Acceptance of Order. This Quotation is for Buyer’s information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller’s discretion.

2. Liability. Seller’s liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order accepted by Seller shall be limited to the terms and conditions of this Quotation. Terms and conditions specified herein, which allocates the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller’s responsibility for shipments shall cease upon delivery to carrier, and any claims for shortages, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer’s assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer’s recommendations.

3. Shipments. Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer’s financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer’s request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and assess additional charges for the expenses incident to such delay.

4. Termination. In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller’s termination charges. If notice of termination is received by Seller after Seller has received and paid the principal components for any order, termination charges shall include all reasonable and incurred costs by Seller. Additionally, Buyer’s instruction to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and hence all stipulations will be in effect.

5. Taxes. Unless expressly stated, Seller’s prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer’s order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents. Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Buyer constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes. Seller, and Buyer’s suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer’s requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any, but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales. In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation. As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or uses permitted pursuant to Buyer’s particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements. Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)’ specifications and recommendations. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s) recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)’ specifications and recommendations, and to determine and comply with all local, state and federal laws and regulations and the necessary authorization, information and assistance for the defense of such a claim.

11. Additional material. Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of such items if not specifically identified in the Quotation.

12. Hours of services. When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty. The equipment manufacturer’s warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer’s warranties are exclusive and in lieu of any other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Buyer is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer’s assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)’ specifications and recommendations. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms. Seller’s prices are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California “Premiminary 20-day notice” pursuant to Section 3907 of the California Civil Code.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays. If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up. If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs may be imposed including, but not be limited to, long term storage preparation, inspection changes, parts, service, etc.

16. Lead Times. Lead times are based on manufacturers estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approvals, release of equipment, unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue. The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereby irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys’ Fees and Costs. In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney’s fees, and costs.

19. Additional Conditions.

B: Delays. If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not limited to, long term storage preparation, inspection changes, parts, service, etc.

C: Start up. If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs may be imposed including, but not be limited to, long term storage preparation, inspection changes, parts, service, etc.

IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER’S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER’S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a “safety person” to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for paying for any change or wages for such person(s), as applicable. Buyer shall immediately inform Seller in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Buyer as a result of Buyer’s failure to advise Seller shall be borne by Buyer. Buyer, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller’s discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer’s building structure that restricts Seller’s access. Buyer’s personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY: ________________________________

SUBMITTED BY: Eddie Valentin

By: ________________________________

Company: Quinn Power Systems

Date: ________________________________

Phone: 562-858-0645

P.O. #: ________________________________
### QUOTE

**QUOTE**

**UR Job Loc:** 8739 GALLATIN ROAD, 5
**UR Job #:** 5
**Customer Job ID:** QUOTE

<table>
<thead>
<tr>
<th>Equipment #</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2403321</td>
<td>144171.27</td>
<td>144171.27</td>
</tr>
</tbody>
</table>

**SALES ITEMS:**

- **Qty:** 1
- **Item number:** MDSE
- **Stock class:** MCI
- **Unit:** EA
- **Price:** N/C
- **UM:** (EA) EACH
- **CAM LOCK**

**Sub-total:** 144171.27

**Tax:** 14777.56

**Total:** 158948.83

---

**Note:** This proposal may be withdrawn if not accepted within 30 days.

**This is not an invoice**

Please do not pay from this document.
To: Mayor and City Council
From: City Manager
Meeting Date: December 10, 2019
Subject: CONSIDERATION OF AN URGENCY ORDINANCE ADOPTING THE TENANT PROTECTION ACT OF 2019

Recommendation:

1. Approve by 4/5 vote the attached urgency ordinance adopting the Tenant Protection Act of 2019 relating to the prohibition of no-fault terminations of tenancy and evictions, and limiting rent increases for residential real property through December 31, 2019.

Fiscal Impact:

There will be no direct fiscal impact related to the adoption of the Tenant Protection Act of 2019.

Discussion:

This agenda report is being brought forward at the request of the City Council after receiving public comment at the regular meeting of November 12, 2019. At that meeting, the City was made aware of a surge of eviction notices without a stated reason in an attempt to evict tenants and implement rent increases for new tenants that would not be possible after January 1, 2020, effective date of the Tenant Protection Act of 2019, also known as Assembly Bill 1482 (AB 1482). AB 1482 was passed by the legislature and signed by the Governor on October 8, 2019 to prevent rent gouging and arbitrary evictions involving multifamily rental units older than 15 years, with some exemptions. AB 1482 was not adopted as an urgency measure, so it did not go into effect when signed by the Governor. Rather, AB 1482 goes into effect on January 1, 2020.

The rent provisions of AB 1482 cap the amount of yearly rent increases at five percent (5%) plus the percentage change in the cost of living or ten percent (10%), whichever is lower. Also, if the owner had raised the rent after March 15, 2019, the law rolls the rent back to its level on March 15, 2019, plus the allowable percentage increase. Also, under AB 1482, owners are no longer able to evict a tenant who has resided in the unit for 12 months or longer, without stating a "just cause" reason for the eviction. Just cause reasons for eviction fall into two categories: "at-fault just cause" and "no-fault just cause".
An at-fault eviction includes non-payment of rent or other breach of the lease. A no-fault eviction includes removal of the unit from the rental market and owner complying with a government order which necessitates vacating the rental unit. For a no-fault just cause eviction, the owner must pay to the tenant a relocation fee equal to one (1) month's rent (regardless of the tenant's income) or waive the last month's rent.

In Pico Rivera, as in other high housing cost cities in California, rapidly escalating market rents provide an incentive to landlords to evict long-term, lower-income tenants, without cause, in order to raise rents and attract higher income tenants, before AB 1482 becomes effective. Los Angeles County is experiencing a housing affordability crisis which contributes to homelessness and displacement of residents to an unprecedented scale.

The request is that the City Council adopt AB 1482 as an urgency ordinance in the City of Pico Rivera, to protect renters from evictions without just cause and rental price gouging, through the end of December 2019, in advance of AB 1482’s effective date of January 1, 2020. The ordinance is drafted as an urgency ordinance to preserve the public health, safety and welfare, as the consequences of the delayed implementation date of AB 1482 have resulted in an increase in eviction notices and excessive rent increases. Given the shortage of housing in general and affordable housing in particular, these actions have potentially serious impacts on tenants who may not be able to afford these increases or be able to relocate to other housing.

The ordinance has been drafted to apply to tenants who received a 60-day termination notice without cause on or after October 8, 2019, when the Governor signed AB 1482, and where the tenant remains in possession and/or any eviction lawsuit has not reached conclusion. The ordinance would be a measure that tenants could use to defend against an unlawful detainer action, in defending against applicable no-cause evictions. Ultimately, however, the ability to enforce the provisions of this ordinance may, nevertheless, be left to the courts to determine its effectiveness. The ordinance has been drafted to also impose the limitations on rent increases of AB 1482, but as noted, the text of AB 1482 itself already places certain limitations on 2019 rent increases, as mentioned above. One particular purpose of this accelerated approach to ordinance adoption is to implement protections for residents facing no-cause evictions as quickly as possible.

The urgency ordinance would be effective immediately for all tenancies subject to AB 1482, which were in place prior to December 31, 2019 and where:

- All of the tenants have continuously and lawfully occupied the unit for 12 months; or
- Where multiple tenants occupy the premises, at least one has occupied for 24 months or more; and
- The unit is not exempt from the application of the ordinance.
Environmental Impact:

The action proposed herein is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15061 (b)(3), the "General Rule" provision of CEQA which applies to projects which may have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The approval of the proposed provisions of an ordinance to temporarily prohibit evictions without just cause will not have a significant effect on the environment and, hence, is not subject to CEQA.

Conclusion:

Staff recommends that the City Council adopt the proposed urgency ordinance by 4/5 vote to preserve the public health, safety, and welfare of the residents of the City of Pico Rivera, as the consequences of the delayed implementation date of AB 1482 may have potentially serious impacts on no-fault terminations of tenancy, evictions, and rent increases.

Steve Carmona

SC:JF

Enclosure: 1) Urgency Ordinance
ORDINANCE NO. ___

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA ADOPTING THE TENANT PROTECTION ACT OF 2019 RELATING TO THE PROHIBITION OF NO-FAULT TERMINATIONS OF TENANCY AND EVICTIONS AND LIMITING RENT INCREASES FOR RESIDENTIAL REAL PROPERTY THROUGH DECEMBER 31, 2019

WHEREAS, pursuant to the City’s police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and resolutions for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, Assembly Bill (“AB”) 1482, the Tenant Protection Act of 2019 was passed by the California Legislature in September 2019, and was approved by the Governor and chaptered by the Secretary of State on October 8, 2019. AB 1482 adds Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code, effective January 1, 2020, which, among other things and with certain exceptions, would (1) prohibit owners of residential property with a certificate of occupancy issued through December 31, 2004, from terminating a tenancy without “just cause” when the tenant has continuously and lawfully occupied the residential property for 12 months, (2) require, for “no fault” terminations, that the owner either assist certain tenants to relocate by providing one month’s rent to the tenant or waive the payment of rent for the final month of the tenancy, and (3) until January 1, 2030, prohibit owners of certain residential rental property from increasing rents each year more than five percent plus the percentage change in the cost of living, or 10 percent, whichever is lower; and

WHEREAS, in advance of the implementation of AB 1482, the City believes there is an increase in no-fault terminations, eviction notices, threats of eviction, and substantial rent increases within the City; and

WHEREAS, the City Council finds that the service of no-fault eviction notices during the period after February 22, 2019, when AB 1482 was introduced in the Legislature, and prior to AB 1482’s effective date of January 1, 2020, has been severely and irreparably undermining the intent of the Legislature and Governor in enacting AB 1482, to protect tenants from arbitrary evictions during the State’s housing crisis. This overwhelming public policy interest necessitates emergency action to preserve the effectiveness of AB 1482; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to prevent the irreparable injury tenants would suffer due to the service of no-fault eviction notices prior to the January 1, 2020, effective date of AB 1482; and
WHEREAS, the protections of AB 1482 do not take effect until January 1, 2020; and

WHEREAS, the City Council of the City of Pico Rivera desires to provide protections to renters of “residential real property” (as defined in AB 1482) from no-fault terminations and evictions without just cause and excessive rent increases from the effective date of this ordinance through December 31, 2019, in advance of AB 1482’s effective date, by adoption of the terms and provisions of AB 1482; and

WHEREAS, it is the intent of the City Council that this uncodified ordinance should apply for the limited time commencing as of the effective date of this ordinance and remaining in effect until January 1, 2020, at which time AB 1482 shall become operative; and

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code sections 36934 and 36937; and

WHEREAS, Government Code section 36937 authorizes the City Council to adopt an urgency ordinance by a 4/5 vote of the City Council, which ordinance may be adopted upon introduction and shall take effect immediately to preserve the public health, safety and welfare; and

WHEREAS, the above issues constitute a current and immediate threat to the public peace, health, and safety of the City, within the meaning of Government Code section 36937; and

WHEREAS, for reasons set forth above, this ordinance is declared by the City Council to be necessary for immediate preservation of the public peace, health, and safety, and the recitals above taken together constitute the City Council’s reasons for such necessity and urgency.

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

SECTION 1: Emergency Finding. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this urgency ordinance. The City Council further finds that there is a necessity to expedite and to pass this ordinance by the powers granted the City Council under Article XI, Section 7, of the California Constitution and Government Code section 36937, given that evictions of residents and exorbitant rent increases, directly threatens the public peace, health, and safety of the City. The City further finds that the protections set forth in this urgency ordinance are more protective than those required under AB 1482, in that the protections set forth under this Ordinance are consistent with the protections under AB 1482, but further expand these protections to take effect immediately and
remain in place until the January 1, 2020 application of the just cause eviction protections set forth state law pursuant to AB 1482.

**SECTION 2:** The provisions of AB 1482, the Tenant Protection Act of 2019, are hereby adopted in full, and shall apply to "residential real property" or "residential circumstances" (as those terms are defined in AB 1482) within the City of Pico Rivera. Notwithstanding anything contained in AB 1482 to the contrary, this Ordinance and all of its terms shall become operative as of the effective date of this Ordinance, meaning that any section or reference in AB 1482 that specifies that a term or provision thereof shall become operative on January 1, 2020 shall, instead, be read to mean and become operative on the effective date of this ordinance.

**SECTION 3:** As applied to notices of termination issued prior to the effective date of this Ordinance, this Ordinance shall apply to tenancies where an owner has issued a notice of termination of tenancy to a tenant and where, as of the effective date of this Ordinance, said tenant remains in possession of dwelling unit and/or any eviction lawsuit has not reached a final judgment or issuance of a final order, after all appeals have been exhausted. This Ordinance may be asserted as an affirmative defense in an unlawful detainer action.

**SECTION 4:** This Ordinance shall remain in effect until January 1, 2020, at which time AB 1482 will thereafter govern the subject matter of this Ordinance, and, as of that date, this Ordinance shall be automatically repealed and be of no further force or effect.

**SECTION 5:** CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guideline section 15183 ("Action Consistent with General Plan and Zoning"); section 15378 ("No Project"), and section 15061(b)(3) ("No Significant Environmental Impact").

**SECTION 6:** Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held out to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof, be declared invalid or unconstitutional.

**SECTION 7:** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted in the manner required by law.

**SECTION 8:** This Ordinance is an urgency ordinance and shall take effect immediately upon a 4/5 vote of the City Council.
APPROVED AND ADOPTED this 10th day of December, 2019.

___________________________
Brent A. Tercero, Mayor

ATTEST:

____________________________  __________________
Anna M. Jerome, City Clerk   Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA        )
COUNTY OF LOS ANGELES     ) §

I, Anna M. Jerome, City Clerk of the City of Pico Rivera, do hereby certify that the foregoing Ordinance, Ordinance No. ____ was adopted at a regular meeting of the City Council of the City of Pico Rivera, held on Tuesday, December 10, 2019, with the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:
To: Mayor and City Council

From: City Manager

Meeting Date: December 10, 2019

Subject: OFFICIAL RESULTS OF NOVEMBER 5, 2019 - SPECIAL MUNICIPAL ELECTION IN THE CITY OF PICO RIVERA

Recommendation:

1. Approve resolution reciting the fact of the Special Municipal Election held on Tuesday, November 5, 2019, declaring the result and such other matters as provided by law; and

2. Receive and file Exhibit “A” Certificate of Canvass and Statement of Votes Cast as provided by the Los Angeles County Registrar-Recorder/County Clerk.

Discussion:

On May 28, 2019, the City Council adopted a number of resolutions including Resolution Nos. 7001, 7002, 7003, and 7004, which included a series of recommendations, and which had the effect of calling for and holding of a Special Municipal Election; requesting the Board of Supervisors of Los Angeles County to render full services; adopting regulations for candidates statements; as well as providing for a procedure for determining by lot a tie among candidates at the November 5, 2019 Special Municipal Election.

Pursuant to Elections Code §10412, 10262 and 10264, it is required that a report of the official canvass results be presented to the governing body in the form of a resolution. On November 15, 2019, the City received the Canvass Certificate and Statement of Votes Cast, and the official statement and certificate of canvass are attached to the proposed resolution as Exhibit “A”. Based on the outcome of the election, it would be appropriate to acknowledge and adopt the aforementioned resolution.

Steve Carmona

SC:aj

Enc: 1) Resolution Declaring Results of the Special Municipal Election
   2) Certificate of Canvass of the Election Returns (Exhibit “A”)
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2019, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Special Municipal Election was held and conducted in the City of Pico Rivera, California, on Tuesday, November 5, 2019, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution 7002, adopted on May 28, 2019, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council and the results have been received, attached, and incorporated herein as “Exhibit A”.

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

SECTION 1. That the whole number of ballots cast in the precincts, except Vote by Mail voter ballots was 1590, and that the whole number of Vote by Mail voter ballots cast in the City was 2567, making a total of 4157 votes cast in the City.

SECTION 2. That the names of persons voted for at the election for Member of the City Council are as follows:

MEMBERS OF THE CITY COUNCIL
Erik Lutz
Monica Sanchez
Fernando Soto
Diego Rubalcava-Alvarez

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are listed in Exhibit “A”, which is attached.

SECTION 4. The City Council does declare and determine that: Monica Sanchez was elected as member of the City Council for a partial term of twelve months and which is said to expire November 2020.
SECTION 5. That the whole number of votes cast at each precinct is listed in “Exhibit A”, which is attached.

SECTION 6. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

SECTION 7. That the City Clerk shall immediately make and deliver to the person so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to the person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. The person so elected shall then be inducted into the respective office to which they have been elected.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and it shall thereafter be in full force and effect.

PASSED AND APPROVED this 10th day of December, 2019.

__________________________________________
Brent A. Tercero, Mayor

ATTEST:                                  APPROVED AS TO FORM:

Anna M. Jerome, City Clerk               Arnold M. Alvarez-Glasman, City Attorney

AYES: NOES: ABSENT: ABSTAIN:
Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Pico Rivera City

at the Local and Municipal Elections, held on the 5th day of November, 2019.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15th day of November, 2019.

[Signature]
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>REGISTRATION</th>
<th>BALLOTS CAST</th>
<th>ERL LUTZ</th>
<th>MONICA SANCHEZ</th>
<th>FERNANDO SOTO</th>
<th>D. RUBALCABA</th>
<th>ALVAREZ</th>
</tr>
</thead>
<tbody>
<tr>
<td>PICO RIVERA - 5230007A</td>
<td>SERIAL 0042</td>
<td>4591</td>
<td>578</td>
<td>215</td>
<td>393</td>
<td>115</td>
<td>393</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>363</td>
<td>66</td>
<td>241</td>
<td>11</td>
<td>35</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4591</td>
<td>578</td>
<td>215</td>
<td>393</td>
<td>115</td>
<td>393</td>
</tr>
<tr>
<td>PICO RIVERA - 5230014A</td>
<td>SERIAL 0043</td>
<td>3565</td>
<td>341</td>
<td>116</td>
<td>223</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>341</td>
<td>116</td>
<td>223</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>3565</td>
<td>341</td>
<td>116</td>
<td>223</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>PICO RIVERA - 5230025A</td>
<td>SERIAL 0044</td>
<td>3901</td>
<td>501</td>
<td>205</td>
<td>196</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>501</td>
<td>205</td>
<td>196</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>3901</td>
<td>501</td>
<td>205</td>
<td>196</td>
<td>83</td>
<td>55</td>
</tr>
<tr>
<td>PICO RIVERA - 5230027A</td>
<td>SERIAL 0045</td>
<td>4518</td>
<td>452</td>
<td>156</td>
<td>156</td>
<td>82</td>
<td>79</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>452</td>
<td>156</td>
<td>156</td>
<td>82</td>
<td>79</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4518</td>
<td>452</td>
<td>156</td>
<td>156</td>
<td>82</td>
<td>79</td>
</tr>
<tr>
<td>PICO RIVERA - 5230035A</td>
<td>SERIAL 0046</td>
<td>4280</td>
<td>527</td>
<td>196</td>
<td>331</td>
<td>96</td>
<td>53</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>527</td>
<td>196</td>
<td>331</td>
<td>96</td>
<td>53</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4280</td>
<td>527</td>
<td>196</td>
<td>331</td>
<td>96</td>
<td>53</td>
</tr>
<tr>
<td>PICO RIVERA - 5230041A</td>
<td>SERIAL 0047</td>
<td>4730</td>
<td>749</td>
<td>337</td>
<td>412</td>
<td>148</td>
<td>57</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>749</td>
<td>337</td>
<td>412</td>
<td>148</td>
<td>57</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4730</td>
<td>749</td>
<td>337</td>
<td>412</td>
<td>148</td>
<td>57</td>
</tr>
<tr>
<td>PICO RIVERA - 5230044A</td>
<td>SERIAL 0048</td>
<td>4425</td>
<td>553</td>
<td>201</td>
<td>352</td>
<td>90</td>
<td>54</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>553</td>
<td>201</td>
<td>352</td>
<td>90</td>
<td>54</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4425</td>
<td>553</td>
<td>201</td>
<td>352</td>
<td>90</td>
<td>54</td>
</tr>
<tr>
<td>PICO RIVERA - 5230045A</td>
<td>SERIAL 0049</td>
<td>4387</td>
<td>452</td>
<td>162</td>
<td>230</td>
<td>83</td>
<td>88</td>
</tr>
<tr>
<td>VOTE BY MAIL</td>
<td></td>
<td>0</td>
<td>452</td>
<td>162</td>
<td>230</td>
<td>83</td>
<td>88</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>4387</td>
<td>452</td>
<td>162</td>
<td>230</td>
<td>83</td>
<td>88</td>
</tr>
<tr>
<td>LOCATION</td>
<td>REGISTRATION</td>
<td>BALLOTS CAST</td>
<td>ERA</td>
<td>LUTZ</td>
<td>MCNAB</td>
<td>SANCHEZ</td>
<td>FERNANDO</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>---------</td>
<td>----------</td>
</tr>
<tr>
<td>PRECINCT TOTAL</td>
<td>34417</td>
<td>1590</td>
<td>451</td>
<td>811</td>
<td>30</td>
<td>278</td>
<td></td>
</tr>
<tr>
<td>VBM TOTAL</td>
<td>0</td>
<td>2563</td>
<td>654</td>
<td>1408</td>
<td>90</td>
<td>368</td>
<td></td>
</tr>
<tr>
<td>GROUP TOTAL</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>34417</td>
<td>4153</td>
<td>1105</td>
<td>2219</td>
<td>120</td>
<td>841</td>
<td></td>
</tr>
</tbody>
</table>