CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 1, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY OCTOBER 1, 2024, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Matt Chavez from One and All

PLEDGE OF ALLEGIANCE
Led by Councilman Cantos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation for National Fire Prevention Week - October 6, 2024 - October 12, 2024
- Proclamation for National Breast Cancer Awareness Month
- Proclamation for National Domestic Abuse Awareness Month

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

That the Council approve the September 17, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 17, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

2) CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES

It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

CITY MANAGER'S OFFICE

3) CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT

It is recommended that the City Council take the following actions:

1. Award Request for Proposals ("RFP") No. 202404 for the City's new website re-design to CivicPlus, LLC; and
2. Authorize the City Manager to negotiate and execute an agreement with CivicPlus, LLC, in such final form as approved by the City Attorney.

COMMUNITY DEVELOPMENT

4) SECOND EXTENSION OF TIME FOR PRECISE PLAN NO. 20-08 AND TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET (DELIVERY STATION)

It is recommended that the City Council approve the second one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

5) CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT - PROJECT NO. C24008

It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the FY 23-24 Residential Street Rehabilitation Project (Project No. C24008) to Onyx Paving Company, Inc. as the lowest responsible bidder;
2. Authorize the City Manager execute the Construction Services Agreement with Onyx Paving Company, Inc. for $4,324,000, in such final form as approved by the City Attorney;
3. Authorize 10% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency;
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
6. Adopt the following resolution:

RESOLUTION NO. 2024-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2023-24 RESIDENTIAL STREET REHAB)

6) CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS - PROJECT NO. C23028

It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the Traffic Signal Improvements at Various Signalized Intersections (Project No. C23028) to Select Electric, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute the Construction Services Agreement with Select Electric, Inc. for $2,659,949.00, in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

POLICE DEPARTMENT

7) CONSIDERATION OF APPLICATION FOR 2024 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE

It is recommended that the City Council:

1. Review the proposed FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program application items.
2. Authorize staff to submit the application and accept the award totaling $19,999.
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements.
4. Designation of the Mayor, City Manager, and City Manager's designee to certify and execute all grant related documents.

8) CONSIDERATION OF AGREEMENT WITH LOS ANGELES COUNTY FOR LAW ENFORCEMENT HELICOPTER SERVICES

It is recommended that the City Council:

1. Authorize the City Manager to execute the Helicopter Law Enforcement Services Agreement with Los Angeles County for as-needed helicopter law enforcement services.
2. Authorize the City Manager to execute any future amendments to the agreement.

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)
(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

9) UPDATE - LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, SIDEWALKS, TREEWELLS AND OTHER AREAS

It is recommended that the City Council receive and file this report.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	October 15, 2024	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the September 17, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 17, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 9/17/2024 Closed Session Minutes Draft
Attachment No. 2 - 9/17/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 17, 2024, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, September 17, 2024, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

Absent: None

City Staff: Paulina Morales, City Manager, Roxanne Lerma, Assistant City Manager, Thomas Duarte, City Attorney, Stephanie Sikkema, Finance Director.

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PUBLIC COMMENTS ON ITEMS ON THE AGENDA
None

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code § 54957.6
   City Negotiators: Morales, Duarte
   Employee Organizations

   - Confidential Employees
   - Maintenance & Crafts Employees
   - Non-Sworn
   - W.C. Police Officers' Association
   - W.C. Firefighters' Management Assoc.
   - W.C. Firefighters' Association, I.A.F.F., Local 3226
   - General Employees
   - Mid-Management Employees
   - W.C. Police Management Association

   Unrepresented Employee Group
   - Department Heads

REPORTING OUT
City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

ADJOURNMENT
A motion to adjourn the Regular Closed Meeting was made by Mayor Calderón Tabatabai, and the meeting was adjourned at 6:38 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, October 1, 2024, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

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CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 17, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

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INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Mayor Calderón Tabatabai

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

REPORTING OUT FROM CLOSED SESSION
City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

PRESENTATIONS

- Certificate of Recognition for the 2024 USA Water Polo Junior Olympics
- Certificate of Recognition for Mario V. Iraheta for his Dedication to the Community
- Certificate of Recognition Celebrating Hispanic Heritage Month

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
John Shewmaker
Wen Wen Zhang
R. Robinson

CONSENT CALENDAR
ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Item 1,3,4,6 (Item number 2 was moved to October 1, 2024 by the City Manager)*

ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Item 5. (This item was pulled by Mayor Pro Tem Wu)*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 3, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Carried 5-0 to: approve the September 3, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 3, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) **CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT**

Item No. 2 was moved to the October 1, 2024, Council Meeting by City Manager Paulina Morales.

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3) **CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES**

Carried 5-0 to: introduce the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

COMMUNITY DEVELOPMENT

4) **CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2024-25 - PROJECT NO. C23027**

Carried 5-0 to: take the following actions:

1. Award the construction agreement for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027) to Superior Pavement Markings, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute an agreement with Superior Pavement Markings, Inc. in an amount not to exceed $265,709.00, in substantially the form as attached and in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute amendments to the agreement within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

5) **CONSIDERATION OF AGREEMENT WITH PBK ARCHITECTS, INC. FOR DESIGN SERVICES FOR FIRE STATION 1 REPLACEMENT - PROJECT NO. 23002**

Carried 5-0 to: take the following actions:

1. Award the Request for Qualifications (RFQ) for design services of Fire Station 1 Replacement Project to PBK Architects, Inc.; and
2. Authorize the City Manager to negotiate and execute a Professional Services Agreement with PBK Architects, Inc., with an original maximum compensation

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amount not to exceed $799,500, in such final form as approved by the City Attorney; and
3. Including looking adding design for City Yard, Police and Fire Training Facility, and a Community Center.

FINANCE DEPARTMENT

6) **CONSIDERATION OF THE FOURTH QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2023-24**

Carried 5-0 to: take the following actions:

1. Receive and file the Fourth Quarter Financial Report for Fiscal Year 2023-24; and
2. Adopt the following resolution:

RESOLUTION NO. 2024-61- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FOURTH QUARTER FINANCIAL REPORT)

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

7) **CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2024 ANNUAL CONFERENCE GENERAL ASSEMBLY**

Carried 5-0 to: appoint Councilman Cantos as delegate and City Manager Paulina Morales as alternate delegate for the General Assembly at the League of California Cities 2024 Annual Conference and Expo.

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Motion by Councilwoman Lopez-Viado to return with a resolution urging Governor Newsom and Insurance Commissioner Lara to declare a State of Emergency to restore stability to the insurance market. Second by Mayor Pro Tem Wu, no objection.
- Motion by Mayor Pro Tem Wu to look into getting a new projector in Council Chambers. No objection.

CITY COUNCIL COMMENTS

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- Councilman Cantos provided an update on meetings he has attended including workforce opportunities, court appointed and foster care advocates, water education and conservation (also at city parks). Councilman Cantos also mentioned a happy 105th birthday to Ms. Kathryn Coombs and thanked staff and colleagues for their help while he's on crunches.
- Mayor Pro Tem Wu encouraged everyone to look at the supermoon and bring unity and reminded the public about the Moon Festival this upcoming weekend.
- Mayor Calderón Tabatabai thanked staff for their hard work on the State of the City, and thanked Gerry Lopez for his work here. Mentioned Code Enforcement and their action on neglected dogs.
- Councilman Cantos congratulated Victory Outreach on their 5th year anniversary and thanked staff for responding to his request.
- Councilwoman Diaz also thanked Gerry Lopez and staff for their hard work and announced her new grandbaby.

ADJOURNMENT

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón
Mayor

DRAFT

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES**

RECOMMENDATION:

It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

BACKGROUND:

Section 2-21 (Mayor; duties and selection) of Division 1 (Generally) of Article II (City Council) of Chapter 2 (Administration) of the West Covina Municipal Code establishes the mayoral rotation process for the City Council.

Pursuant to the current provisions of Section 2-21, the order of mayoral succession is determined by length of current term of incumbency, defined by the date of election. The outgoing Mayor's name rotates to the bottom of the previous year's mayoral succession list, with all other names moving up one position, in order that the outgoing Mayor Pro Tem will become the new Mayor and the next Council Member on the list will become the new Mayor Pro Tem. During election years, newly elected Council Members are added to the bottom of the mayoral succession list, following the outgoing Mayor in that election year's Council reorganization.

Pursuant to the current requirements of Section 2-21, the City Council is required to conduct its annual reorganization during its second regularly scheduled meeting in November, except in even-numbered years when the reorganization must occur at the time the City Council confirms the official canvass of the municipal election results as required by California Government Code section 36801.

Elections Code section 10262(b) provides: "For a consolidated election, the city elections official, upon receipt of the results of the election from the elections official conducting the election, shall certify the results to the governing body which shall, no later than the next regularly scheduled city council meeting following presentation of the 28–day canvass of the returns, or at a special meeting called for this

purpose."

For the November 2020 election, Los Angeles County issued the Official Canvass Certificate and Official Statement of Votes Cast on November 30, 2020, and the City Council declared the election results at its next regularly scheduled meeting on December 15, 2020. For the November 2022 election, Los Angeles County issued the Official Canvass Certificate and Official Statement of Votes Cast on December 5, 2022, and the City Council declared the election results at its next regularly scheduled meeting on December 20, 2022.

Consistent with the requirements of California Government Code section 36801 and Section 2-21 of the West Covina Municipal Code, the City Council conducted its reorganization following the declaration of election results and installation of new Council Members at each of these meetings. Then, in the following non-election years (2021 and 2023), the City Council conducted its reorganization during the second regularly scheduled meeting in November as required by Section 2-21. As a result, Council Members that succeeded to the position of Mayor during an election year had mayoral terms of approximately 11 months, while Council Members that succeeded to the position of Mayor during a non-election year had mayoral terms of approximately 13 months.

Because the current requirements have resulted in unequal terms for the position of Mayor, the City Council directed that staff prepare an ordinance to amend Section 2-21 to provide for approximately equal terms.

On September 17, 2024, the West Covina City Council, by a 5-0 vote, introduced Ordinance No. 2523, which amends Article II of Chapter 2 of the West Covina Municipal Code regarding mayoral selection and duties.

DISCUSSION:

The City Attorney's Office has prepared the proposed Ordinance No. 2523 to provide for approximately one-year terms for the position of Mayor. The proposed Ordinance includes the following modifications:

- Revises Section 2-21 to provide that during non-election years, the City Council shall reorganize and install a Mayor and Mayor Pro Tem at a regular or special meeting held approximately one year from the installation date of the outgoing Mayor.
- Revises Section 2-21 to provide that when there are two or more newly elected first-term Council Members, they shall be added to the succession list in order based on who received the highest percentage of votes in their district at the election. Currently, Section 2-21 provides that the order will be determined by the person who received the highest number of votes at the election, which does not contemplate by-district elections.
- Adds a new Section 2-30 specific to the duties of the presiding officer, incorporating the existing provisions from Section 2-21(a). This new section also clarifies the requirements and procedures regarding the presiding officer being physically present at the meeting.
- Cleans up and clarifies the provisions of Section 2-21.

Staff recommends that the City Council adopt Ordinance No. 2523. The Ordinance will take effect on the 31st day following adoption, which is on or about November 1, 2024.

LEGAL REVIEW:

The City Attorney's Office has reviewed the ordinance and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Adopt the ordinance; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

It can be seen with certainty that there is no possibility the adoption and implementation of this ordinance will have a significant effect on the environment. The ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

Attachments

Attachment No. 1 - Ordinance No. 2523

ATTACHMENT NO. 1

ORDINANCE NO. 2523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, Section 36801 of the California Government Code requires the City Council to choose from its members a Mayor and Mayor Pro Tempore at the meeting at which the declaration of the results of a general municipal election is made, following the declaration of the election results and the installation of elected officials; and

WHEREAS, Section 2-21 of the West Covina Municipal Code outlines mayoral selection and duties; and

WHEREAS, Section 2-21 currently provides that the City Council shall conduct its annual reorganization during its second regularly scheduled meeting of November, except in even-numbered years when the reorganization will occur at the time the City Council confirms the official canvass of the municipal election results as required by California Government Code section 36801; and

WHEREAS, the current provisions of Section 2-21 have resulted in unequal mayoral terms; and

WHEREAS, the City Council desires to amend Section 2-21 to provide for mayoral terms that are approximately one year; and

WHEREAS, the City Council further desires to make other clarifying changes to Section 2-21, and to add a new Section 2-30 that specifically addresses the role of the presiding officer; and

WHEREAS, all legal requirements prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that all of the facts and findings set forth in the recitals to this Ordinance are true and correct.

SECTION 2. Amendment to Section 2-21. Section 2-21 of Division 1 of Article II of Chapter 2 of the West Covina Municipal Code shall be amended to read as follows:

Sec. 2-21. - Mayor; selection.

(a) The mayor shall be the official head of the city for all ceremonial purposes and shall perform all duties imposed upon the mayor by the laws of the state or by ordinance of the city. The mayor shall serve in such capacity at the pleasure of the city council.

(b) During election years, the city council shall reorganize and install one of its members as mayor and one as mayor pro tempore ("mayor pro tem") at the meeting at which it declares the results of the general municipal election in accordance with California Government Code section 36801. During non-election years, the city council shall reorganize and install one of its members as mayor and one as mayor pro tem at a regular or special meeting held approximately one year from the installation date of the outgoing mayor.

(c) The city council shall reorganize in accordance with the mayoral succession list, which shall be maintained by the city clerk. At the city council meeting at which the city council reorganizes, the current mayor pro tem shall succeed to the position of mayor. All other council members shall move up one (1) position, such that the council member in the third position on the succession list shall move into the mayor pro tem position. The outgoing mayor shall rotate to the bottom of the succession list, except that in a regular election year, any newly elected first-term council member shall be placed behind the outgoing mayor on the succession list. When there are two (2) or more newly elected first-term council members, they shall be added to the succession list in order based on who received the highest percentage of votes in their district at the election. If an incumbent council member is reelected during a regular election year, that council member shall maintain their position on the succession list.

(d) In the event that the position of mayor or mayor pro tem becomes vacant for any reason, the succession order shall remain the same. If both the mayor and the mayor pro tem have changed prior to the next regularly scheduled reorganization, the council members serving as mayor and mayor pro tem shall keep their positions at the next regularly scheduled reorganization, for the term they would have held in the absence of the vacancies.

(e) Any individual appointed or elected to fill a vacancy in a city council seat shall be placed at the bottom of the mayoral succession list.

(f) The city council by a minimum of four (4) votes may modify the mayoral succession list or remove and replace the mayor or mayor pro tem at any time.

SECTION 3. Amendment to Division 2 of Article II. Division 2 of Article II of Chapter 2 of the West Covina Municipal Code shall be amended to add a new Section 2-30 to read as follows:

Sec. 2-30. - Presiding officer; duties.

(a) The mayor shall be the presiding officer at all meetings of the city council, provided the mayor is physically present at the meeting. If the mayor attends the meeting remotely or is absent, the mayor pro tempore shall preside, provided the mayor pro tempore is physically present at the meeting. If both the mayor and mayor pro tempore attend the meeting remotely or are absent, the city clerk shall call the meeting to order, whereupon the council present shall select a temporary presiding officer to serve until the arrival of the mayor or mayor pro tempore or until adjournment.

(b) The presiding officer shall preserve strict order and decorum at all meetings of the city council. The presiding officer shall state every question coming before the council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council members present shall govern and conclusively determine such question of order. Voting on all ordinances shall be by roll call vote called by the city clerk; and the presiding officer shall be entitled to vote last on all questions.

SECTION 4. Environmental Compliance. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

SECTION 5. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, clause or phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this Ordinance. The City Council of West Covina hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall take effect thirty (30) days after

its final passage.

SECTION 8. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this 1st day of October, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2523 was introduced at a regular meeting of the City Council held on the 17th day of September, 2024, and adopted at a regular meeting of the City Council held on the 1st day of October, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award Request for Proposals ("RFP") No. 202404 for the City's new website re-design to CivicPlus, LLC; and
2. Authorize the City Manager to negotiate and execute an agreement with CivicPlus, LLC, in such final form as approved by the City Attorney.

BACKGROUND:

The City of West Covina owns and operates the website at www.westcovina.org.

Starting in 2009, the City contracted with Civica the City's website platform. In February 2014, the City selected Vision Internet Providers, Inc. for website development services. The City's newly redesigned website, aimed at increasing customer service levels, transparency and making it more user-friendly, was launched in 2015. In September 2019, Vision Internet Providers, Inc. was acquired by Granicus. As part of the City's contract with Granicus, a website redesign was included, and a new redesigned City website was launched on March 2020, which is the City's current website design. The website is currently hosted on the Granicus govAccess for Traditional visionLive platform.

West Covina's website includes approximately 746 pages with day-to-day administration by over 34 members of City staff. The website consists of:

- Approximately 746 web pages
- Approximately 44 subsections, many departmentally or divisional "branded."
    - Each subsection may include between 1-10 additional subsections.
- An estimated traffic of 5,200 sessions per day.
- The website has online calendars, agendas, and Council meeting videos.
- Numerous online services through the website are provided by the City:
    - Direct link
        - Online Payments
        - Public Records Act Request
        - Fire Inspection
    - Embedded 3rd Party pages:
        - Class Registrations and Programs (DASH)
        - Business License (includes business search)

- West Covina Report an Issue
- Building Permit Submittals (embedded 3rd party page)
- Building Division (3rd party link)

The City Council has directed staff to do a complete redesign of the website for better functionality, and to make it more user-friendly, streamlining all the information in order to enhance and simplify the layout, making it more efficient for visitors. Additionally, the redesign should make the website's mobile version more user-friendly, and ADA compatible to ensure it is accessible to all users, regardless of their ability. The current website's platform is 10 years old, making it obsolete and unable to support Web Content Accessibility Guidelines (WCAG). In order to ensure the City maintains a functioning and compliant website, it will need to be upgraded to a more robust and flexible content management platform. This will allow the City to redesign the website beyond just the current informational layout to improve the usability, accessibility, and quality of its website to reconnect and strengthen communications within the community. Additionally, the website redesign will make it more responsive throughout and incorporate all existing content and primary web services to the new hosting environment platform, making it ADA compliant, more visually aesthetic, modern, and mobile friendly, ultimately attracting more visitors and improving civic engagement.

On March 4, 2024, the City released and advertised the Request for Proposals (RFP) on Planet Bids for the City of West Covina Website Re-Design (RFP No. 202404). Proposals were due on March 28, 2024. The City received thirteen (13) proposals.

DISCUSSION:

Staff, consisting of the Assistant City Manager, Information Technology Manager and Community Economic Development Project Coordinator, reviewed all thirteen (13) RFP proposals to determine that submissions conformed to all the requirements in the City's Website Re-design RFP # 202404. Through a vigorous evaluation, all thirteen (13) vendor proposals were ranked according to the following criteria.

Criteria	Max Points
Completeness and Responsiveness of Proposal	20
References and Prior Record of Performance with City or Other Local, County or State Agency	20
Relevant Experience and Qualifications of Proposed Project Team	20
Timeline/Capacity to Perform and Provide Services	20
Proposed Cost to the City	20
TOTAL	**100**

The initial ranking was as follows:

Vendor	Total Score	Rank
CivicPlus	90	1
Granicus	87	2
Planetaria	76	3
GHD Svcs	66	4
Exemplifi	62	5
Mobikasa	55	6
Promet	54	7
Aten	51	8
Interpersonal	50	9
Juicebox	46	10
WeUsThem	43	11
Steppe Media	38	12
Lightspace	35	13

Through this evaluation, the top three (3) vendors were invited to provide an in-person or video conferencing demonstration. City staff completed the additional interview evaluations to select the most qualified vendor with expert professional/technical website design, domain transition, development, migration, implementation, training, hosting, and maintenance/support capabilities for the City's new website re-design project. In addition, the demonstrations provided an extra catalyst to have the vendor show exactly how their experience and technology solutions will work best in not only re-designing the City's existing website, but also transitioning the website to the new (.gov) domain, and training City staff for website administration to simplify content management.

CivicPlus came out on top in the criteria evaluation and demonstrated they can not only accomplish the City's requirements, but also have the capability to transition the website to the new (.gov) domain, migrate the existing website into the new hosting environment platform, making it ADA compliant, more visually aesthetic, modern, and mobile friendly, and providing language translation, by the beginning of 2025 to meet the needs of the City of West Covina. In addition, CivicPlus includes modules and widgets for resident engagement (e.g. alert center, notifications), asset management (e.g. archive, document centers), information & navigation (e.g. quick links, intuitive design), and department-specific (e.g. bids). CivicPlus accessibility compliance meets ADA (Section 508) and WCAG 2.0A and AA guidelines, surpassing ADA accessibility requirements. Any new regulations that require code change will be updated either automatically or quarterly. As part of this project, the West Covina Police Department website, which is hosted on a separate platform, will be integrated into the new City platform to ensure a fully accessibility-compliant City website.

The project timeline is approximately seven (7) to twelve (12) months with the following phases:

Phase 1 - Initiate	Project Kickoff Meeting Planning & Scheduling
Phase 2 - Analyze	Customer Deliverable Submission Consulting Engagement Design Discovery Meeting Content Process Meeting Mood Board & Layout Proposal
Phase 3 - Design & Configure	Design Concept Development Design Concept Meeting Content Development Agendas & Minutes Migration Website Completion
Phase 4 - Optimize	Website Finalization
Phase 5 - Education	Training Engagement
Phase 6 - Launch	Launch Confirmation Meeting Website Launch

CivicPlus has been in business for over 25 years and has served over 10,000 customers. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. Below are links to other city websites they currently host:

lodi.gov
cityofchino.org
dublin.ca.gov
beverlyhills.org

Once the new website launches, CivicPlus will provide website hosting, maintenance, training and

technical support services.

This item was originally agendized for the City Council Meeting on September 17, 2024. However, the item was removed from the agenda and rescheduled in order to allow for CivicPlus to attend the City Council meeting on October 1, 2024.

LEGAL REVIEW:

The City Attorney's Office will approve the final form of the agreement with CivicPlus, LLC prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Will Trujillo
Additional Approval: Roxanne Lerma

Fiscal Impact

FISCAL IMPACT:

The total investment for the initial term is $71,351.80 and has an annual recurring service of $25,031. While this amount is within the City Manager's contracting authority, the website is a major component of the City's operations, thus warranting Council consideration.

The initial term is proposed to be funded by the Financial Accounting Software project.

Project	Fund	Current Budget Balance	Amount Requested	New Balance
C22014, Financial Accounting Software	179 ARPA*	731,000	71,352	$659,648
	Total	**$731,000**	**$71,352**	**$659,648**

**ARPA funds must be committed (under contract and/or purchase order) by December 31, 2024 and expended by December 31, 2026.*

The first-year Annual Services fee is included in the initial term cost. Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting with Year 2 of the contract. The table below shows the financial impact over five years. The recurring annual cost is in line with the proposed renewal the City had received from its current website provider.

Funding Sources	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Total
General Fund	0	25,031	26,283	27,597	28,977	107,887
ARPA	71,352	0	0	0	0	71,352
Total	**$71,352**	**$25,031**	**$26,283**	**$27,597**	**$28,977**	**$179,239**

Attachments

Attachment No. 1 - Draft Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness
An Accessible Community

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
CIVICPLUS, LLC
FOR
CITY WEBSITE RE-DESIGN, CONTENT MIGRATION, TRAINING, HOSTING, MAINTENANCE, AND TECHNICAL SUPPORT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of October 1, 2024 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and CIVICPLUS, LLC, a Kansas limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide website re-design, content migration, training, hosting, maintenance, and technical support services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise necessary to perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Consultant responded to the City's Request for Proposals (RFP No. 202404) dated March 4, 2024, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein. Such services include project implementation, which includes, but is not limited to, project kickoff, planning and scheduling, align consulting, meetings, proposed website layouts, content development, agendas and minutes migration, website finalization, training, and website launch, as further detailed in Consultant's Proposal ("Project Implementation"). Such services also include website hosting, maintenance, and technical support, as further detailed in Consultant's Proposal ("Annual Recurring Services").

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields

and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all Project Implementation work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personal data of private individuals and employees of City. Consultant covenants that 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 written authorization by City. City shall grant such authorization if disclosure is required by law.

1.8. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

computer tapes, discs or files furnished or prepared by Consultant pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a flat fee of Seventy-One Thousand Three Hundred Fifty-One Dollars and Eighty-Cents ($71,351.80) for the Project Implementation services and the first year of the Annual Recurring Services. Thereafter, City agrees to pay Consultant an annual flat fee of Twenty-Five Thousand Thirty-One Dollars ($25,031.00) for the Annual Recurring Services, subject to the annual increase authorized pursuant to Section 2.2.

2.2. Annual Increase. Commencing on the anniversary of the date of the website launch, Consultant may increase the annual flat fee for the Annual Recurring Services in an amount not to exceed five percent (5%).

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit an invoice for the Project Implementation services and first year of Annual Recurring Services once this Agreement is fully executed. Thereafter, commencing on the anniversary of the date of the website launch, Consultant may submit invoices on an annual basis. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement, and at the City's expense.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Said services shall be performed in strict compliance with the Project Schedule set forth in Consultant's Proposal. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, failure of financial institution, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the date of the website launch, unless previously terminated as provided herein. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.**

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement. Consultant may terminate this Agreement at any time, with or without cause, by providing at least sixty (60) days prior written notice to City.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement. Consultant may terminate this Agreement at its discretion, effective immediately upon written notice to the City, if the City materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent account remaining past due for longer than 90 days is a material breach by City and is grounds for Consultant to terminate this Agreement. Consultant reserves the right to withhold, remove and/or discard City Data, as defined herein, without notice for any breach, including, without limitation, City's non-payment. Upon termination for City's breach, City's right to access or use City Data immediately ceases, and Consultant shall have no obligation to maintain or forward any City Data.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

(a) Be adjudged a bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for actual costs incurred and professional services performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Due to the electronic nature of the services, in no event, other than material breach of this Agreement by Consultant, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to City's cancellation of the services prior the end of the term, City's failure to utilize the services, or Consultant's failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000.000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Consultant certifies as follows:

> I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement.

(e) Cyber liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

If the Consultant maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to 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 City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance

provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

CivicPlus, LLC
302 South 4th Street, Suite 500
Manhattan, KS 66502
Tel: (785) 370-7811
Email: hector.ortega@civicplus.com
Attn: Hector Ortega

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: (626) 939-8410
Email: wtrujillo@westcovina.org
Attn: William Trujillo, IT Manager

6.4. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.6. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

6.7. Indemnification and Hold Harmless.

(a) General Indemnification. Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the

Consultant, its employees, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

(b) Intellecual Property Indemnification. Consultant will defend at its expense or settle any third-party claim against City alleging that the services provided under this Agreement infringe intellectual property rights. Consultant will pay infringement claim defense costs, Consultant-negotiated settlement amounts, and damages finally awarded by a court. Consultant has no obligation for any claim of infringement arising from City's use of the services for purposes not contemplated by this Agreement. Consultant's indemnification obligations under this Section are conditioned upon the City:

(i) promptly notifying Consultant of any claim in writing;
(ii) cooperating with Consultant in the defense of ths claim; and
(iii) granting Consultant sole control of the defense or settlement of the claim. The indemnification obligations of Consultant herein shall not apply to claims of intellectual property infringement relating to City Content, as defined herein.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its 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, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the

services to be performed hereunder. Consultant shall 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. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.10. Ownership of Documents. Upon full and complete payment of amounts owed for Project Implementation services, City will own any website graphic designs, services content, module content, importable/exportable data, and archived information ("City Content") created by Consultant on behalf of City pursuant to this Agreement. "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides to Consultant for processing, transmission, storage, or inputs into any website, software or module in connection with any services. City Content excludes any content in the public domain and any content owned or licensed by Consultant, whether in connection with providing services or otherwise. Upon completion of the Project Implementation services, Customer will take over the management and control of the services and City will assume full responsibility for City Content maintenance and administration. City, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Consultant a worldwide, nonexclusive right and license to reproduce, distribute and display the City Content as necessary to provide the services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content and that City has all rights necessary for Consultant to use the City Content in connection with providing the services. City agrees that Consultant shall not be responsible or liable for the content of messages created by City or by City's users or end-users who access services. Notwithstanding the foregoing, Consultant retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

At any time during the term of this Agreement, City will have the ability to download the City Content and export the data that is processed through the services ("City Data"). City may request Consultant to perform the export of City Data and provide the City Data to City in a commonly used format, at any time, for a fee to be quoted at time of request and approved in writing by City. Upon termination of this Agreement for any reason, whether or not City has retrieved or requested the City Data, Consultant reserves the right to permanently and definitively delete the City Content and City Data held in the services thirty (30) days following termination of this Agreement. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, City will not have access to the services. Intellectual property in the software or other original works created by or licensed to Consultant, including all software source code, documents, and materials used in performing the services ("Consultant

Property") will remain the property of Consultant. Consultant Property specifically excludes City Content.

City shall not: license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Consultant Property in any way, except as specifically provided in this Agreement; adapt, alter, modify, or make derivative works based upon any Consultant Property; create internet "links" to the Consultant Property software or "frame" or "mirror" any Consultant Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than City, to use the services; reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the services; make any attempt to gain unauthorized access to the services and/or any of Consultant's systems or networks; or access any Consultant Property in order to: build a competitive product or service, build a product using similar ideas, features, functions or graphics of any Consultant Property, or copy any ideas, features, functions or graphics of any Consultant Property. Consultant's name, logo, and the product and module names associated with any Consultant Property are trademarks of Consultant, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

6.11. Electronic Safeguards. Consultant shall identify internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.12. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said California Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.13. Conflict of Interest. Consultant and its officers, employees, and associates, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, or agent. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.14. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by

electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Stephanie Sikkema
Risk Management

DRAFT

EXHIBIT A

CONSULTANT'S PROPOSAL

DRAFT

CIVICENGAGE®
municipal websites
CENTRAL

City of West Covina Website Re-Design | RFP No. 202404

City of West Covina, California

PRESENTED BY:

Hector Ortega, Account Executive

March 28, 2024



CIVICPLUS®

March 28, 2024

Maria Delira
Purchasing Manager
Submitted via PlanetBids

RE: City of West Covina Website Re-Design | RFP No. 202404

Dear Ms. Delira and Selection Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personal, one-stop, and frictionless.

With CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) West Covina won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your residents. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Guaranteed redesign after four years of service to keep your website fresh and innovative
- Hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

Your new website will be developed on the most robust and flexible CMS available. Web Central is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your residents and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for West Covina and answer any questions you may have about partnering with CivicPlus.

Sincerely,



HECTOR ORTEGA
Account Executive
hector.ortega@civicplus.com
785.370.7811



COLE CHEEVER
Senior VP of Operations
(authorized to bind CivicPlus)

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Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

25+ Years

10,000+ Customers

850+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2024 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.



Contact

Hector Ortega
Account Executive
hector.ortega@civicplus.com
785.370.7811

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Project Summary

West Covina is seeking proposals to redesign its website into a more easily navigated and updated format with an innovative design that enables its residents and visitors to find the services and information they need. While West Covina currently has a capable web presence that delivers general information and online documentation to website users, West Covina is looking to redesign its website beyond just the layout to improve the usability, accessibility, and quality of its website to reconnect and strengthen communications within the community. Additionally, West Covina expects its website redesign to be responsive throughout and incorporate all existing content and primary web services to the new hosting environment platform making it ADA compliant, more visually aesthetic, modern, and mobile friendly. The estimated timeline for this project is 16 to 28 weeks. Additional information can be found on page 5.

CONTENT MANAGEMENT SYSTEM	**Streamline your processes** and add self-service options to reduce calls and walk-ins with our easy-to-use CMS specifically designed for local government. **Provide access** to your website from any device, screen size, and orientation with a responsive and optimized design. **Ensure information is easily accessible for all your residents** with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.
IMPLEMENTATION	**Rely on a dedicated team of industry experts** as they guide you through implementation. **Lean on your consultant** as they evaluate your specific needs and make recommendations for solutions to meet your goals. **Collaborate with your art director** to develop a design that captures your community's unique brand. **Enhance your content for usability and accessibility** with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website. **Participate in personalized one-on-one education** led by a CivicPlus trainer so you can confidently update your website long after launch.
HOSTING, SECURITY, & SUPPORT	**Maintain peace of mind** with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance). **Reach out to our award-winning, in-house Technical Support Team** available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365. **Receive continuous system updates** to keep your system running at the optimal capacity. **Partner with your customer success manager** who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your residents.

Methodology

Project Management Activities

Ongoing Project Management

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Project Meetings

Your dedicated Project Manager will walk you through every phase and assignment of your redesign, detailing the scope of work, project timeline, meetings with your design and content teams, and customer deadlines during your project kickoff meeting. Our project management software, Cloud Coach, offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Because West Covina will have constant access to project progress, weekly status meetings are not necessary.

Project Schedule

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical ultimate project ranges from 16 – 28 weeks. West Covina's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach. Here you will have visibility into all tasks, timelines, and gantt charts as requested.

Ultimate Project Timeline

PHASE 1: INITIATE	2-4 Weeks	• Project Kickoff Meeting • Planning & Scheduling
PHASE 2: ANALYZE	4-6 Weeks	• Customer Deliverable Submission • Consulting Engagement • Design Discovery Meeting • Content Process Meeting • Mood Board & Layout Proposal
PHASE 3: DESIGN & CONFIGURE	6-10 Weeks	• Design Concept Development • Design Concept Meeting • Content Development • Agendas & Minutes Migration • Website Completion
PHASE 4: OPTIMIZE	1-2 Weeks	• Website Finalization
PHASE 5: EDUCATE	1-2 Weeks	• Training Engagement
PHASE 6: LAUNCH	2-4 Weeks	• Launch Confirmation Meeting • Website Launch

Approaching Your Project Implementation

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

PHASE 2: ANALYZE

Customer Deliverables – West Covina will be responsible for submitting deliverables as outlined.

Align Consulting – Align Consulting involves establishing goals for a project, addressing stakeholder needs, and establishing collective goals. This process helps stakeholders understand the project's scope, resources, and tasks required for implementation. By fostering meaningful conversations, stakeholders can achieve a shared vision and a successful website project.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

Mood Board & Layout Proposal – A custom layout in greyscale format and recommended color palette will be created by your art director, to which you'll have the ability to review and provide feedback and approval.

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – West Covina will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration and you can obtain hands-on experience.

In addition, your trainer will go into a deep-dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Website Re-Design and Development

Requirement Analysis

The content development process begins with your team meeting with the CivicPlus production team assigned to your project. They will cover best practices for content, the type of content to be carried over, the migration timeline, agenda and minutes migration, best practices related to colors and images, creating engaging content, and development of online forms.

Website Re-Design

ULTIMATE PACKAGE DESIGNS

You'll meet with your art director to discuss your website vision and build your custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to three advanced design components—layout or design elements that require significant time to style and implement. Working with your art director, you will identify the appropriate components to achieve or enhance the usability goals for your website. Every project is designed from scratch.

Our extensive past experience has shown that providing multiple design and layout options is often a detriment to the end product. Making multiple design options requires taking an effective direction and watering it down into multiple options, which makes it more difficult to provide the most effective solution. Throughout our experience, we have seen that customers who have been given multiple options will combine elements of all options in the end, which would be accomplished more quickly and effectively without the initial multi-design process.

Our content development and graphic design teams have worked on thousands of government websites, utilizing best practices for navigation and usability. Our methods are proven, and design and architecture is more fully developed during project consultation. Our designers keep usability in the forefront when setting up designs that include not just the home page, but every page with content. Our Content Developers will follow through with the designs to make sure that every page is consistent.

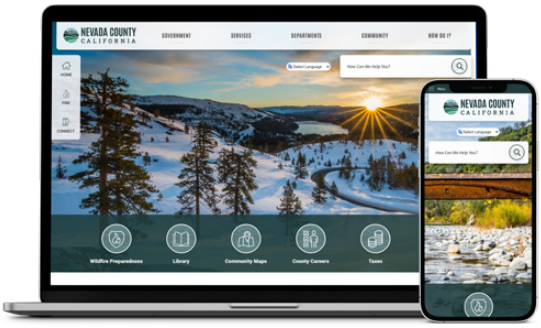
MOOD BOARD & LAYOUT PROPOSAL

Your project team will present a custom mood board reflecting the colors and/or imagery that will set the tone for your design. A mood board is used to align the visual direction of the project. There will be multiple opportunities to proof your presented designs, until you feel the options truly portray your City.

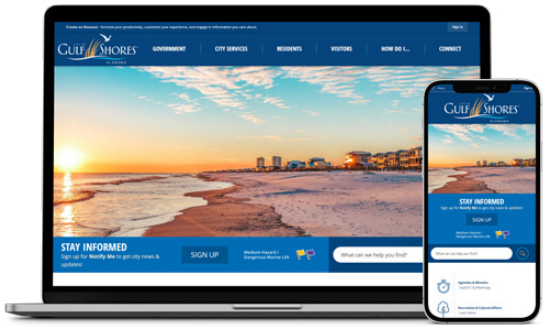
This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central website.

DESIGN EXAMPLES

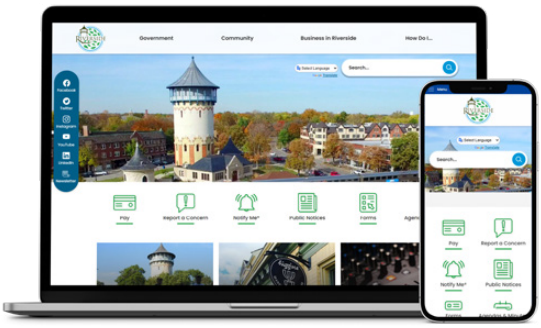
The included design portfolio will provide you with an idea of the different directions we can take your creative design with the ultimate implementation package.



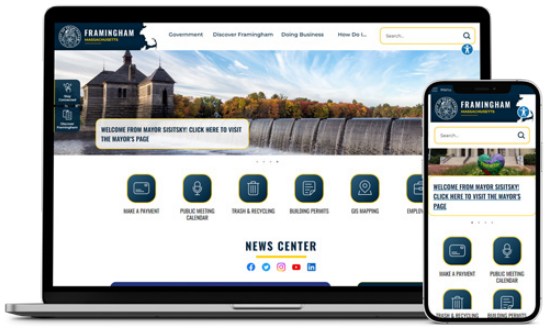
Nevada County, CA
nevadacountyca.gov



Gulf Shores, AL
gulfshoresal.gov



Riverside, IL
riverside.il.us



Framingham, MA
framinghamma.gov

Website Sitemap Re-Structure

The layout for your website is determined by you and the designer. The placement of navigation and dynamic areas are important in guiding website visitors to key information quickly and easily. Our consultants make recommendations based upon website-user studies and research on best practices.

Some of our additional recommendations include, but are not limited to, mega menus and dynamic Frequently Asked Question (FAQ) placement. The use of a mega menu provides quick and easy 1-click access to the most frequently used pages for each department on your website. By hovering over the panel of main options, a menu of links to pages drops down for the user's selection. It's always accessible but doesn't take up valuable space on each page.

FAQs provide valuable and easy to access information. This keeps your citizens informed without the need for them to call your office. FAQs can be organized by departments and/or category—may be added to any page of your website and can be set up to link to additional information or documentation for easy reference. FAQs have their own search feature, so your website visitors can easily find answers to the questions they ask the most.

When a user visits a CivicPlus municipal website, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself based on your menu system, so if a menu item is renamed, moved, added, or deleted in your navigation, the site map and breadcrumbs will reflect those changes. The Site Report module includes the ability to export a pages report (i.e. sitemap), which can be viewed in Excel.

Website Migration to New Platform

The CivicPlus content team will manually complete the agreed-upon content migration. They will cover every page of your primary website, to optimize and carry over your content, documents, links, agendas, minutes, images, contact information, and more. They will ensure content is standardized for the web. Navigation will be established as part of the website design process, and ease of use is a key component of all CivicPlus website designs.

CivicPlus delivers a completed website on a hosted platform. CivicPlus has 25 years of experience building and supporting local government websites, and there are over 3,700 current customers on the Web Central platform. The new website will be presented on a temporary URL for final testing and training before launch.

Website Hosting and Transition

Information on Hosting can be found on page 21.

Website Testing

CivicPlus satisfies West Covina's requirements for testing.

Training

Sample Training Plan

Day 1			
SYSTEM ADMINS ONLY		**ALL USERS**	
9:00 AM	First Admin Session (90 Min)	**1:00 PM**	Intro to CivicEngage / Login and Dashboard (30 Min)
10:30 AM	Break (15 Min)	**1:30 PM**	Pages Live Edit (60 Min)
10:45 AM	First Admin Session cont. (75 Min)	**2:30 PM**	Break (15 Min)
12:00 PM	Lunch Break (60 Min)	**2:45 PM**	Pages Live Edit cont. (75 Min)
		4:00 PM	End of Day

Day 2			
ALL USERS		**ALL USERS UNTIL THE BREAK**	
9:00 AM	Intro to Modules (30 Min)	**1:00 PM**	Citizen Engagement Notify Me Modules: Newsflash, Alert Center (90 Min)
9:30 AM	FAQs and Quick Links (60 Min	**2:30 PM**	Break (15 Min)
10:30 AM	Break (15 Min)	**2:45 PM**	**Admin Session #2** (75 Min) (Sys Admins)
10:45 AM	Document Management (75 Min)	**4:00 PM**	End of Day
12:00 PM	Lunch Break (60 Min)		

Day 3			
ALL USERS		**ALL USERS**	
9:00 AM	Calendar (60 Min)	**1:00 PM**	Work Session (75 Min)
10:00 AM	Archive Center / Staff Directory	**4:00 PM**	End of Day
10:30 AM	Break (15 Min)		
10:45 AM	Work Session or Form Center		
12:00 PM	Lunch Break (60 Min)		

System and End User Documentation

CivicPlus does not print documentation or training materials. However, we do maintain an online Help Center that customers can search, browse, or print from as they wish. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your CivicPlus Website.

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

System Administration and End User Training

Implementation Training/Walkthrough

A CivicPlus trainer will deliver virtual to all web administrators and departmental users within West Covina and equip them with the necessary knowledge and tools they need in order to maintain the new Web Central website. Your staff will leave training proficient in best practices and module usage, as well as how to use widgets and edit their web pages.

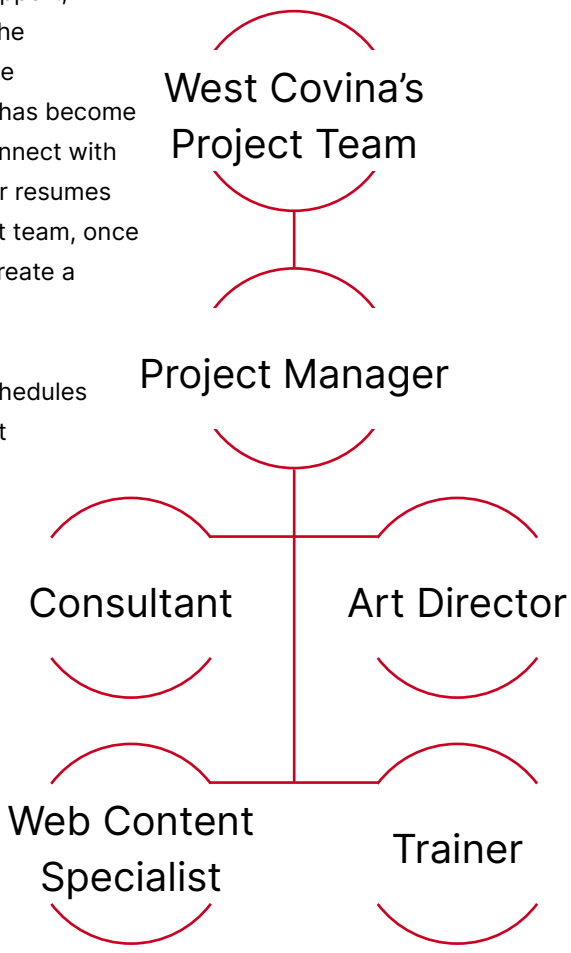
Actions

- Pages Live Edit – Your CivicPlus trainer will introduce you to our unique front-end editing tools and our dynamic widgets. Learn how to change navigation, edit content, add and remove pages, and how to set up content for easy maintenance.
- Modules – Your CivicPlus trainer will introduce you to all of the modules included in your Web Central platform. All stakeholders will not only learn how to use the module, but how to use it to accomplish the common tasks they do most frequently on the website, and how to do it as efficiently as possible.
- Admin Tools – All website tools, analytics, permissions, user management, and enterprise-level settings will be taught in a special session with Admins and reinforced throughout the engagement.
- Work Session – Our trainers believe that learning isn't optimal without doing, so they will incorporate work session time into each session to ensure your staff is getting the hands-on experience needed to reinforce the learning and make it stick. As an added benefit, they encourage working on real content, which means you will be that much closer to the end goal by the end of training!

CivicPlus does not print documentation or training materials. However, we do maintain an online Help Center that customers can search, browse, or print from as they wish.

Project Team

From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start that connect with your style and municipality's needs. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.



Project Manager – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

Consultant – Examines current state, recommends solutions to challenges, provides actionable steps for implementation

Art Director – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website

Web Content Specialist – Guides content development process, ensuring application of best practices for usability and accessibility

Trainer – Educates your team to use the Web Central system and demonstrates effective use of tools and functionality

Team Leaders

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.



TIFFANY WILLIAMSON, SENIOR VICE PRESIDENT OF PRODUCT

Education – BA Speech Communication, JD Pepperdine University School of Law

Resume – Chief Technology Officer & General Manager, VP Operations & Global Segment Marketing, VP Global Segment Planning & Marketing, Director, Strategic Planning

15+ Years Experience – Building and scaling SaaS platforms for the Government, Education, and Legal markets



ADAM BLOCK, SENIOR DIRECTOR OF PROFESSIONAL SERVICES

Education – BS Business Administration Management; Economics

Resume – Lead Project Manager; Financial Services

10+ Years Experience – Project Management; Business Management; Team Building; Customer Service



JEREMY WILSON, SENIOR DIRECTOR OF CUSTOMER SUCCESS

Education – BS Political Science

Resume – Assistant Manager of Account Management; Solutions Specialist

5+ Years Experience – Customer Service; Leadership Sales; Team Building



JIM FLYNN, DIRECTOR OF INFORMATION SECURITY

Education – BA Computer Information Systems

Resume – Chief Systems Architect; Information Technology Director; Software Engineer

20+ Years Experience – Cybersecurity; Hosting; Network Infrastructure; System and Software Architecture

Website Content Management and Migration

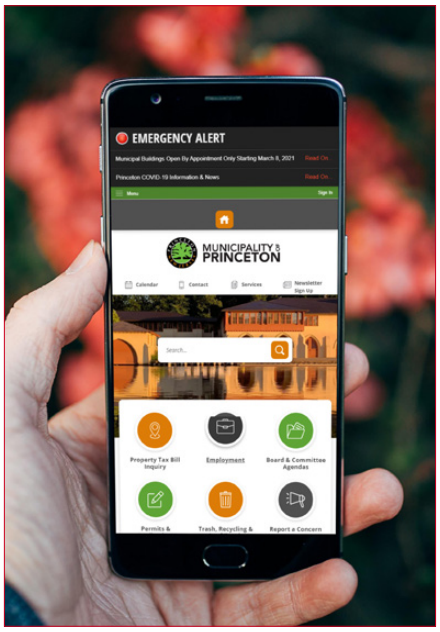
CivicPlus' Municipal Websites Central (Web Central) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.



Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types) via Citizen Request Tracker (CRT).

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

News – Post news items and keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

Web Central comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Public Assets – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.



Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

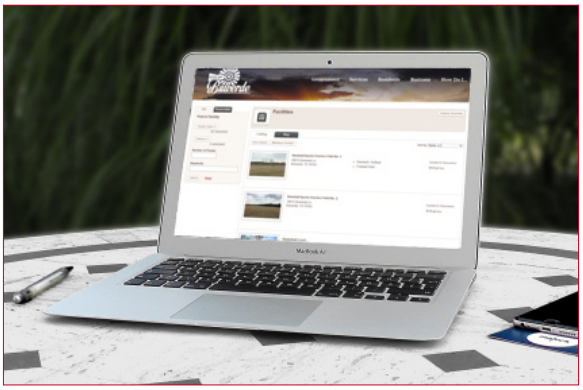
Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.



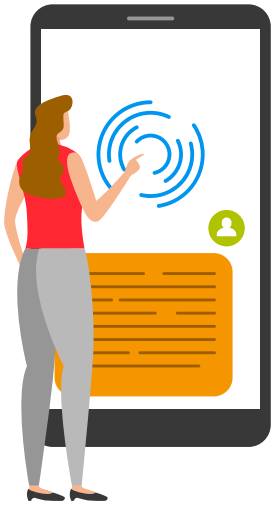
Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.



Community Voice Widget – Encourage civic participation and engagement by adding specific discussion areas to relevant pages.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Notify Me Widget – Place specific Notify Me subscriptions lists on pages to allow users to sign up for the exact lists you recommend.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features



The administration of your Web Central website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment gateway to accept payments on your website (separate agreement must be made directly between you and the chosen approved gateway provider).

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

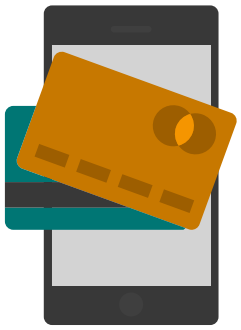
Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.



Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by you, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content created in the editor for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

MONSIDO

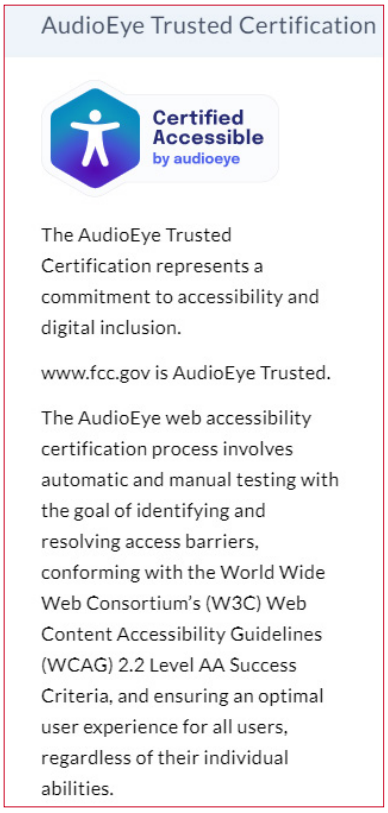
Additional Website Optimization & Compliance Tools – Monsido is an easy-to-use web governance platform available to purchase and add to your project. Monsido's tools help you identify, prioritize and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards. This optional enhancement can be added to your project. Additional details and a quote can be provided upon request.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye is the Digital Accessibility Platform (DAP). This powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure through the use of an innovative and easy-to-use interface. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

AudioEye

- AudioEye Managed
- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- Support, training, and consulting from subject matter experts
- AudioEye Toolbar with Web Personalization Tools



AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology —a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

AudioEye Toolbar

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access
- Users can customize the visual display of the website, listen to the content read aloud, and command the browser using voice controls

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues

Website Content Migration

CivicPlus content team will manually complete the agreed-upon content migration. They will cover every page of your primary website, to optimize and carry over your content, document, links, agendas, minutes, images, contact information, and more. They will be checking for broken links, misspellings, and ensure content is standardized for the web.

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

The CivicPlus Portal is the ideal addition to your website to create personalized, one-stop access for your residents to obtain information, resources, and interact with your municipality. By allowing residents to build a customizable dashboard with quick links to the pages and services on your website that they use most frequently, they'll be more likely to conduct regular revenue-generating business with your municipality, and your staff will benefit from reduced phone calls, walk-ins, and emails.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and set up complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Web Central today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center
- An integration that will push a new Calendar Event to post directly in the News Flash module

Website Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

With Standard Hosting, CivicPlus is hosting the website in our Kansas City data center with a warm backup site in another state for disaster recovery. All of the hosting facility's databases and web servers are backed up nightly; all backups are stored securely off-site. CivicPlus maintains a "warm" off-site hosting facility (in the United States and outside of Kansas) for use in the event of complete failure of the primary hosting facility. Data housed at the primary facility is replicated to CivicPlus' backup disaster-recovery location multiple times per day.

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

Data Center	• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators	• Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	• Multiple network providers in place • Burst bandwidth – 22 Gb/s	• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	• Web Central software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source and type	• Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	• Not Included - additional coverage available at time of event (fees will apply)	

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Hosting Practices

Our primary hosting facility is a Tier II data center housed in one of the key fiber transit buildings for Kansas City. We have a SAS 70 Type II solution with controlled assess 24/7/365. The facility is of a redundant design in terms of infrastructure, network and servers, meaning multiple internet providers and power sources to prevent downtime.

The Data center has 55Gb/s of Bandwidth provided by 5+ carriers with BGP routing to provide for redundancy and load balancing. We strive to maintain a cushion of 40+ percent on what is available to the servers. That typically means we can support a single site's needs beyond 10X their normal traffic. Average bandwidth per client is actually very low even the largest of our clients typically uses less than 20Mbps. There is no penalty for increased site traffic.

Disaster recovery highlights:

- Emergency Support, Live Agent (24/7)
- Online Status Monitoring
- Event Notification Emails
- Guaranteed Recovery TIME Objective (RTO) is 8 hours. (Platinum Security Upgrade is 2 hours)
- Guaranteed Recovery POINT Objective (RPO) is 24 hours. (Platinum Security Upgrade is 1 hour)
- Preemptive Monitoring for Disasters
- Multiple Data Centers
- Geographically Diverse Data Centers

We are currently upgrading all of our security procedures to be in alignment with NIST 800-53 ver. 5's best practices for a moderate security impact environment. We also employ a 3rd party to perform bi-annual vulnerability and penetration testing, if vulnerabilities are found, we follow best practices to mitigate them based on the severity level. Additionally, we employ another 3rd party to monitor, investigate, and report interesting, suspicious, and alarming internet behavior internet traffic to all of our websites. This type of monitoring is useful in detecting brute force attacks. For added protection against DDoS attacks we recommend upgrading to platinum security. In the event we discover a security event related to your website, we will contact you without undue delay and discuss options to mitigate/remedy the issue. The recommended remedy will frequently include an upgrade, at least temporarily, to the placement of the website behind a Cloudflare application. With the recommended platinum security, you will have that placement all the time, potentially preventing problems before they happen. Other security measures, include implementing multi-factor authentication, single sign-on capabilities, secure data transmission using TLS 1.2>, enforcing HTTPS connections, and utilizing anti-virus and anti-malware solutions.

Website Maintenance and Technical Support

Maintenance

Hosting and maintenance are included as part of our Annual Recurring Services agreements.

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

48-Month Redesign

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. Unlike other vendors, our redesigns aren't just changes in the colors or some of the buttons as your staff can do that independently. With a CivicPlus recurring redesign, you can receive a completely brand-new website design and layout after every 48 months of continuous service during our partnership. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

Website Technical Support

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your Web Central website.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central roadmap and will be able to submit ideas for improvements and enhancements.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Fee Schedule

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 120 days from March 28, 2024.

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for URL westcovina.org
- AudioEye Managed
- CivicPlus Pay Approved Gateway with Forte

Implementation

- Ultimate Package
  - 1 Custom Website Layout Proposal
  - 1 Custom Design Built Using Approved Custom Layout & up to 3 Advanced Design Components
- 500 pages Content Development from URL westcovina.org
- Up to 100 Meetings Worth of Agendas & Minutes PDF/DOC Migration
- Up to 2 Days of Virtual Align Consulting
- Up to 3 Days of On-Site Training (travel included)

Annual Recurring Services

- Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL westcovina.org
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager
- 48-Month Ultimate Website Redesign

West Covina's Investment	
List Price - Initial Term Total	~~$93,129.00~~
Initial Term - Discount	($21,777.20)
Total Investment - Initial Term (includes one-time fees and Initial Term annual services)	$71,351.80
Annual Recurring Services (subject to uplift)	$25,031.00

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please reach out for more details

Payment Gateway Account

- Your chosen payment gateway will collect and disburse all credit card monies
- If selected, any of our partner payment gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several payment gateways to provide maximum flexibility to our customers' needs

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Optional Enhancement

We are confident in the ability of our proposed project to meet the needs and requirements of the RFP set forth by West Covina. Based on potential future conversations, the following is an additional enhancement we may recommend.

Design Center Pro

Experience the flexibility to update your website design. When it comes to updating your website design, Web Central is the most flexible solution. Whether you want to replace a banner, adjust theme colors, or modify your layout, we make it easy with no HTML or CSS coding needed.

Build: Create Impactful Web Pages with Tools Anyone on Your Team Can Use

- Design custom landing pages for specific departments to engage residents
- Develop unique graphic icons for municipal services and support
- Create unique global navigation for custom landing pages

Modify: Refresh Your CivicPlus Website with Personalized Themes

- Change your website borders and backgrounds quickly and easily
- Adjust fonts and colors throughout your website from one easy-to-use location
- Update personalized banners to promote important news and events



Manage: Provide Specific Staff Access to Your Website Design Tools

- Maintain consistent website design and best practices across your entire site
- Provide custom design access for specific departments and staff
- Oversee theme and widget modifications with front-end preview

Excluded or Subcontracted Services

The City's Role During Implementation

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Subcontractors

Because all services required for a successful project are performed in-house, no aspect of the development or implementation of your project will be outsourced or subcontracted.



List of Similar Services Completed

CivicPlus is a privately held firm and does not release a list of customers during a public RFP process. With that being said, CivicPlus has designed, developed and implemented projects for over 10,000 customers. Should West Covina require more information on the customers we serve, we would be happy to have discussions with you later in the process with the understanding that any information shared would remain confidential. In lieu of this requirement, please see our case study examples below.

Leavenworth, Kansas

Municode (now CivicPlus) has been providing Codification services to Leavenworth, Kansas, for over 40 years. When Leavenworth, KS needed to update its website, its leaders knew exactly where to find exceptional service—from its long-term codifier. Leavenworth's last major website redesign launched five years prior, with the goal of upgrading the City's web presence.

CHALLENGE:

Its web presence was outdated

SOLUTION:

Implement a modern government website from CivicPlus

RESULT:

A visually appealing city website

"CivicPlus acquired Municode in 2021. Today, Municode's Drupal-based open-source website content management system (CMS) is part of the CivicPlus Civic Experience Platform."

Unfortunately, the difficult-to-use CMS resulted in pages that went stale and rarely saw updates. As a result, residents could not access the most current community information. When the team at Leavenworth first started speaking with Municode (now CivicPlus), the designs and functionality of its website solution impressed them, but the affordability raised concerns. Were they going to get all the tools and great designs at such an affordable price?

Leavenworth discovered that an easy-to-use website (opens in a new tab)does not have to be expensive. Updating content inside the new CMS has been so straightforward that information stays up to date. In addition, the website's visually stunning design has dramatically increased the number of resident visitors, thus decreasing the need for users to reach out to the City by phone.

The staff feels the new calendaring system is the most significant benefit of the municipal website redesign. Unlike its old CMS, Leavenworth's new calendaring system provides staff and residents visibility into upcoming events up to a year in advance.

Great websites must be easy for staff, and residents and budget-friendly. Leavenworth's new website does it all.

Fairbanks, Alaska

Fairbanks, Alaska, known by its motto as the “Heart of Alaska,” needed a new municipal website to match the ideal the community embraces. Before partnering with CivicPlus (formerly Municode), Fairbank’s previous website did not meet today’s modern web standards. Residents had a difficult time navigating the scrolling design and often felt overwhelmed by the many links presented simultaneously. Staff also felt the need for a modern content management system (CMS) as adding and maintaining web pages was becoming increasingly difficult. Its leaders also wanted to expand its codification services with more ways for residents to interact with the City’s code of ordinances.

CHALLENGE:

A modern digital presence and CMS to manage content

SOLUTION:

Implement a CivicPlus Municipal Website and Municode Codification

RESULT:

Improved ease-of-use for residents and staff

Before redesigning its municipal website, Fairbanks previously partnered for over 20 years with Municde (now CivicPlus) to maintain its code of ordinances. However, the City had not yet embraced the Municode Online Code Hosting system, which meant its code of ordinances was available only as downloadable PDFs, causing staff to spend time scanning documents and residents to download individual ordinances.

Realizing the need for an improved website and code of ordinances platform, Fairbanks turned to its CivicPlus team. Now, the city has a stunning and modern website(opens in a new tab) that benefits both residents and staff. Upon entering, users are greeted with rotating images of the City and wildlife as well as a custom banner that mimics the Alaskan landscape. The homepage is presented with a no-scroll design, allowing residents to quickly find what they need without feeling overwhelmed.

For staff, updating and maintaining the City website has never been easier. With a user-friendly CMS, little to no technical training is needed to create and update web pages. This convenience ensures all content remains up to date.

To further improve its website, Fairbanks added CivicPlus’ Online Code Hosting and additional premium features that provide an effective way for staff to upload code online, saving time previously spent scanning documents. Residents can also now easily navigate the code within the intuitive and searchable online platform without downloading a single document.

Premium features such as OrdBank allow staff and the public to view the entire history of the City’s code. This functionality helps staff when drafting new code to see how the ordinance has changed over time and increases transparency for residents as they know how and when something has changed.

References

CHINO, CALIFORNIA

13220 Central Avenue, Chino, California 91710

cityofchino.org

Vivian Castro, Deputy City Manager/Public Information Officer
E: vcastro@cityofchino.org
P: 909.334.3307

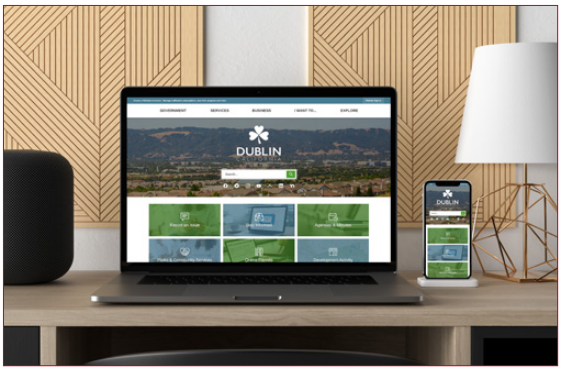


DUBLIN, CALIFORNIA

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dublin.ca.gov

Shari Jackman, Communications Manager
E: hari.jackman@dublin.ca.gov
P: 925.556.4555



LODI, CALIFORNIA

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **SECOND EXTENSION OF TIME FOR PRECISE PLAN NO. 20-08 AND TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET (DELIVERY STATION)**

RECOMMENDATION:

It is recommended that the City Council approve the second one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

BACKGROUND:

At its meeting of October 19, 2021, the City Council approved Precise Plan No. 20-08, Tree Removal Permit No. 21-12, and Tentative Parcel Map No. 83444, along with General Plan Amendment No. 20-03 (changed the land-use designation from Civic: Public Institution to Industrial), Zone Change No. 20-04 (changed the zoning from SP-11: Faith Community Church to Manufacturing M-1), Development Agreement No. 21-01, and the certification of the Mitigated Negative Declaration of Environmental Impact for the project, which allowed for the remodeling and revitalization of an existing 177,440 square-foot building and change of use from a church to a delivery station. The City Council adopted/approved ordinances and resolutions are included in the staff report as Attachment No. 1. The City Council approved a one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444 on October 17, 2023. The applicant is requesting the second extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

DISCUSSION:

The General Plan Amendment, Zone Change, and Development Agreement are in effect and do not expire unless revised through a separate resolution and ordinance. The approved first extension of time for Precise Plan and Tentative Parcel Map are valid for one-year and are due to expire on October 19, 2024, unless an extension of time is granted.

On August 21, 2024, Dean Navarro, representing the owner, submitted a letter (Attachment No. 2) requesting an extension of time for the approved entitlements due to leasing challenges for the property. The property owner is currently in the market to find a tenant. The property is temporarily being used by Tesla as overflow vehicle parking/storage through an approved temporary use permit valid from May 2024 to November 2024.

If the City Council approves the second one-year extension of time, the Precise Plan and Tentative Parcel Map will expire on October 19, 2025, unless building permits are issued and the final map is recorded (which will vest the approvals).

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Jo-Anne Burns, Deputy Community Development Director

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Fiscal Impact

FISCAL IMPACT:

Under the approved Development Agreement, the Property Owner agrees to pay a total of $5,600,000 as the total Development Fee during the term of the agreement:

- A one-time lump sum Development Fee in the amount of $2,000,000 to the City at issuance of the Final Certificate of Occupancy, which is to be used to provide Community Benefits.
- Twelve annual payments of $100,000 to the City, starting with issuance of the Final Certificate of Occupancy, which are to be used to provide Community Benefits.
- Twelve annual payments of $200,000 to the City to supplement the General Fund starting with issuance of the Final Certificate of Occupancy.

The table below outlines these payments over the twelve years.

Trigger	Community Benefits	General Fund	Total
Final Certificate of Occupancy	$2,100,000	$200,000	$2,300,000
Year 2	$100,000	$200,000	$300,000
Year 3	$100,000	$200,000	$300,000
Year 4	$100,000	$200,000	$300,000
Year 5	$100,000	$200,000	$300,000
Year 6	$100,000	$200,000	$300,000
Year 7	$100,000	$200,000	$300,000
Year 8	$100,000	$200,000	$300,000
Year 9	$100,000	$200,000	$300,000
Year 10	$100,000	$200,000	$300,000
Year 11	$100,000	$200,000	$300,000
Year 12	$100,000	$200,000	$300,000
Total	**$3,200,000**	**$2,400,000**	**$5,600,000**

Attachments

Attachment No. 1 - Adopted Ordinances and Resolutions for the Project

Attachment No. 2 - Extension Request Letter

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)

WHEREAS, there was filed with this City a verified application on the forms prescribed in Section 26-153 and 26-199 of the West Covina Municipal Code, for the following reclassification:

From SP-11: Faith Community Church to Manufacturing (M-1), on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

WHEREAS, the Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

WHEREAS, consistent with the request, the applicant has also requested a General Plan Amendment (No. 20-03) to amend the designation of the Land Use Element on the subject property from "Civic: Public Institution to Industrial;" and

WHEREAS, consistent with this request, the applicant has also requested the approval of Precise Plan 20-08, which would allow for the development of an Amazon Delivery Station on the site; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the zone change application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

2. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

3. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

4. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

5. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

6. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits..

Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Based on the evidence presented, Zone Change No. 20-04 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

SECTION 2. The City Council does hereby approve Zone Change No. 20-04, changing the zoning designation for subject property as set forth on Exhibit A and amending the Zoning Map of the City of West Covina.

SECTION 3. The City Clerk shall certify passage of this ordinance and shall cause the same to be published as required by law.

SECTION 4. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED on this 2nd day of November, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

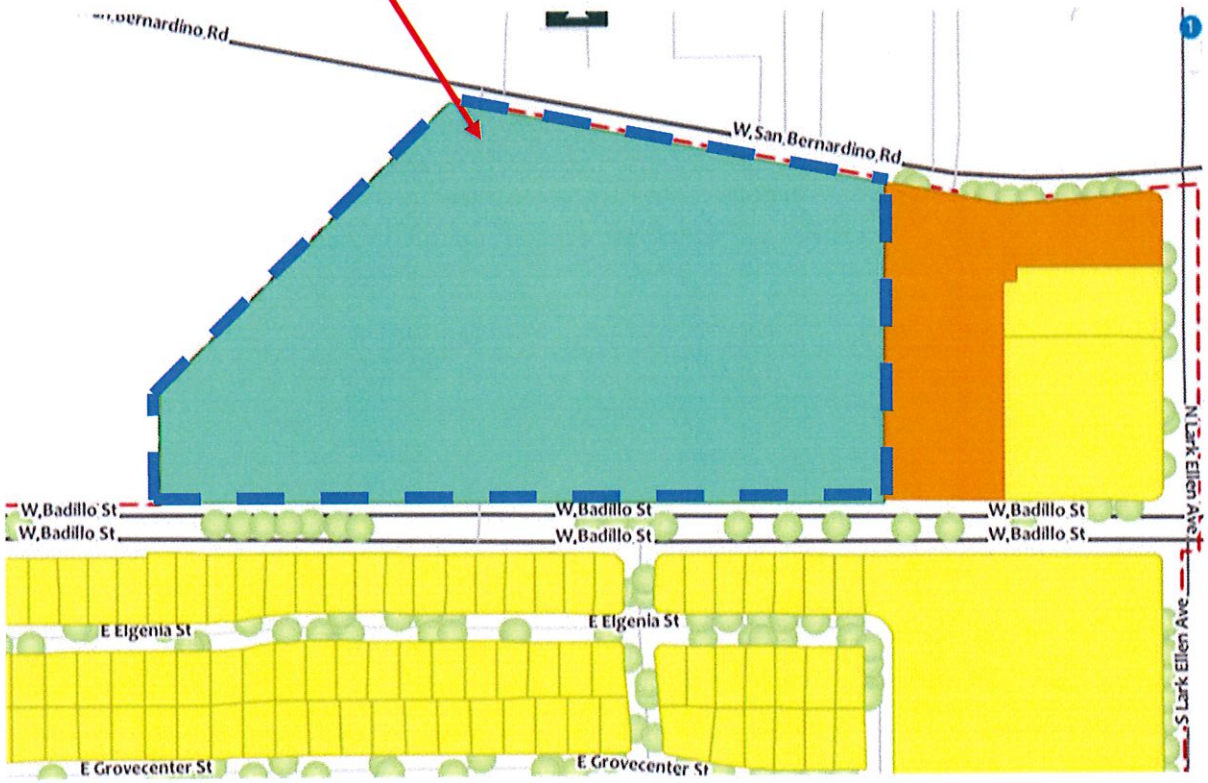
I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2489 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

Subject Property: SP-11:Faith Community Church
1211 E. Badillo Street



Indicates the area to be changed from "SP-11: Faith Community Church to Manufacturing (M-1)"

ORDINANCE NO. 2490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

WHEREAS, Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 through 65869.5 to vest applicants' rights to development and to provide to the City commitments for enhanced community benefits for the following project:

> Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, on September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Development Agreement No. 21-01 and approved Planning Commission Resolution No. 21-6098, recommending that the City Council approve Development Agreement No. 21-01; and

WHEREAS, on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION 2. The Development Agreement is attached as Exhibit "A."

SECTION 3. Studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

SECTION 4. Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

SECTION 5. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall record a copy of the Agreement.

SECTION 6. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this 2nd day of November, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2490 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

CITY OF WEST COVINA
1444 West Garvey Avenue South
West Covina, CA91790
Attn: City Clerk

22158647

Batch Number: 13290016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT NO. 21-01 REGARDING DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT, WEST COVINA, CALIFORNIA

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and among AG WEST COVINA OWNERS, LLC, a Delaware limited liability company, as the master lessor and owner of the property ("Property Owner") and the City of West Covina, a California municipal corporation ("City").

RECITALS

1. On October 19, 2021, the City Council of the City of West Covina ("Council") adopted Resolution No. 2021-106 approving General Plan Amendment No. 20-03, Ordinance No. 2489 approving Zone Change No. 20-04, Resolution No. 104 approving Precise Plan No. 20-08 and Tree Removal Permit 21-12, Resolution No. 2021-105 approving Tentative Parcel Map No. 21-01 (83444), and Resolution No. 2021-103 approving a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program pursuant to the California Environmental Quality Act (CEQA), collectively the Entitlements for the Amazon Delivery Station DAX9 Project. Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 is referred to herein as the "Project," and Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489 are referred to as the "Project Approvals."

2. California Government Code Section 65864, *et seq.* (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

3. City and Property Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.

4. On November 2, 2021, the City adopted its Ordinance No. 2490 (the "Ordinance"), thereby approving this Development Agreement among the City and Property Owner, which is effective as of December 3, 2021. All of the requirements of the California Environmental Quality Act have been met with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"City" means the City of West Covina.

"Community Benefits" means benefits previously provided by the prior owner of the Property (the Church) such as low-income assistance, youth programs, educational programs, food assistance and other similar benefits.

"Effective Date" shall mean the later of, the date the Ordinance becomes effective or, the date the Property Owner records the deed evidencing fee ownership of the Property.

"Entitlements" means General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, Tree Removal Permit No. 21-12, and Tentative Parcel Map No. 21-01.

"Municipal Code" means the West Covina Municipal Code, as amended from time to time.

"Ordinance" means Ordinance No. 2490, which approved this Agreement.

"Project" means the proposed development of the Subject Property and the Amazon Delivery Station DAX9 Project as defined in the Recitals to this Agreement by reference to Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489.

"Project Approvals" means Resolution No's 2021-103, 2021-104, 2021-105, 2021-106 and Ordinance No. 2489, which are also referenced in the Recitals to this Agreement.

"Property Owner" means AG WEST COVINA OWNERS, LLC, 18301 Von Karman, Suite 250, Irvine, CA 92612.

"Subject Property" means the real property that is the subject of the Project Approvals and as legally described in Exhibit A to this Agreement.

"Term" shall have the meaning ascribed to it in Section 6 below.

Section 2. Recitals. The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

Section 3. Interest of Property Owner. Property Owner warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in all of the Subject Property; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Property Owner have been duly authorized to do so.

Section 4. Binding Effect of Agreement. Property Owner hereby subjects the Project and the Subject Property to the covenants, reservations, and restrictions as set forth in this Agreement. The City and the Property Owner hereby declare their specific intent that the covenants, reservations

and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each Property Owner's successors and assigns in title or interest to the Subject Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Subject Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and

restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

The City and Property Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Subject Property by Property Owner and the future occupants of the Subject Property, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

Section 5. Relationship of Parties. It is understood that the contractual relationship between City and Property Owner is such that City and each Property Owner are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

Section 6. Term of Agreement. The initial term of this Agreement (the "Term") shall commence on the Effective Date and shall expire twenty (20) years thereafter. If any litigation affecting development of the Property is filed challenging the Entitlements or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending and Developer obligations to pay the Sales Tax In-Lieu Fee shall be tolled until the conclusion of such litigation by dismissal or entry of final judgment. Upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.

Section 7. Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Property Owner' intent here to cure that deficiency by acknowledging and providing that Property Owner shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Property Owner deems appropriate within the exercise of their subjective business judgment.

Section 8. Transfer of Subject Property. If Property Owner should sell, mortgage, hypothecate, assign, or transfer (collectively "transfer" in this Section) the Subject Property or any portion thereof to any person or entity at any time during the Term of this Agreement, such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Subject Property so transferred. Following not less than thirty (30) days prior, written notice to the City, the written assumption by the assignee of all of the obligations of Property Owner under this Agreement pursuant to any such transfer shall relieve Property Owner, without any act or concurrence by the City, of its legal duty to perform under this Agreement except to the extent that Property Owner is in default (subject to applicable notice and cure periods) with respect to any such obligations that accrued prior to the proposed transfer. The thirty-day prior written notice provision set forth above shall not be required for a transfer to an entity affiliated with Property Owner which is identified at the close of escrow.

Section 9. General Rights, Standards and Restrictions Pertaining to Development of the Project. The following specific rights and restrictions shall apply to the use of the Subject Property pursuant to this Development Agreement:

A. Property Owner shall have the right to develop the Project on the Subject Property in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Subject Property in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, height, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

Section 10. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the West Covina Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Subject Property.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Subject Property of those changes in City ordinances, regulations, plans, or specifications that are (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions, (ii) required to ensure public safety and are made applicable throughout the City, or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

B. Except as provided below, the payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be in the amounts in effect at the time application is made for such approvals or permits and such amounts may increase over time.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City as a whole after the Effective Date.

Section 11. Property Owner's Obligations. In consideration of the rights and benefits Property Owner is granted under this Agreement, Property Owner agrees to provide each and every one of the community benefits set forth in this Section.

A. Development Fee. The Subject Property will be concurrently re-zoned to permit the Project's proposed use, and City and Property Owner agree that due to the fact that the prior use of the Project site has provided certain Community Benefits that will no longer be provided by the Project, Property Owner shall contribute to the City a Development Fee, a portion of which will be used to provide Community Benefit to compensate the City for the loss of certain Community Benefits. The Project is located at 1211 East Badillo Street (current address) and involves the repurposing of a former 177,440 square foot building. Property Owner agrees to pay a total of $5,600,000 as the total Development Fee during the term of the agreement. The Development Fee

shall be paid in the following manner:

i. Property Owner shall pay a one-time lump sum Development Fee in the amount of $2,000,000 to the City at issuance of the Final Certificate of Occupancy, which is to be used to provide Community Benefits.

ii. Property Owner shall pay twelve (12) annual payments of $100,000 to the City, starting with issuance of the Final Certificate of Occupancy, which are to be used to provide Community Benefits.

iii. Property Owner shall pay twelve (12) annual payments of $200,000 to the City to supplement the General Fund starting with issuance of the Final Certificate of Occupancy.

iv. Should Amazon continue to be the tenant at the expiration of the initial twelve year lease, Property Owner and City Manager shall negotiate in good faith additional annual Community Benefit and General Fund payments for the number of years of the Amazon lease renewal or extension.

B. Operational Conditions Imposed.

i. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the four driveways serving the site (three on San Bernardino Road and four on Badillo Avenue). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

ii. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.

iii. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm

modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.

iv. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an on-going issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

v. The public and/or customers shall not be allowed to pick up packages on the site at any time.

vi. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.

vii. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel and maintenance for delivery vans.

viii. The Project shall install a sound barrier in the form of an 8-foot high masonry wall along the entire length of the Project's eastern property line or keep the existing wall with increased landscaping and screening.

ix. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.

x. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.

xi. The operator shall post signs prohibiting smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line and shall make reasonable efforts to enforce the prohibitions.

xii. No speakers or megaphones shall be used on the exterior of the Property in excess of the on-site operational noise thresholds outlined in the MND (see Section 3.3 of Appendix F of the MND), except in the case of emergencies.

xiii. The operator shall offer all employees working at the Project the option of setting aside up to S270/month of their before-tax pay to be used to subsidize alternative transportation expenses. The operator shall also offer preferential

parking for car /vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride-matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

xiv. The operator shall not allow van activity in the eastern parking lot, as shown in Exhibit A, daily during the hours of 11pm - 6am and shall make all reasonable efforts to minimize all vehicle activity in the eastern parking lot during that same time period.

xv. The Property Owner will coordinate with Tenant to hold a job fair and develop other local hiring programs to provide opportunities for local citizens to apply for jobs at the facility.

C. Apprenticeship Program. The Property Owner and/or his successor shall implement its best efforts to develop and maintain an Apprentice/Intern Program with West Covina Unified School District (West Covina High School), Covina-Valley Unified School District (South Hills High School), and Rowland Unified School District (Nogales High School) to assist high school students who may desire a career in business to learn job skills and earn at the same time.

Section 12. Timing of Property Owner's Obligations. Unless otherwise stated herein, any and all sums outlined in Section 11 shall become due and payable within 30 days of receipt of the Project's Certificate of Occupancy. Notwithstanding the above, Property Owner shall have the right to pay any and all sums outlined in Section 11 prior to the date they become due without any penalty to Property Owner.

Section 13. City's Obligations. The City shall expedite review of all plans and issuance of all permits associated with the project, including the improvements set forth in the Project Approvals. For Plans submitted prior to City Council approval, the City and Property Owner shall work together in good faith to issue permits, or provide written details of corrections necessary for the issuance of the permits within two (2) business days of the effective date of the Ordinance. For all other plans and permits submitted after City Council approval, for the project or offsite improvements required by this Agreement, the City shall conduct an expedited review process with initial review of all permit sets and issuance of any comments to the Property Owner within 8 days (2 working weeks) of submittal. The City shall issue subsequent review comments within 4 days (1 working week) of resubmittal. The issuance of any permits shall not occur until the effective date of the Ordinance. All submittals made by the developer shall note the time limits and specifically reference this Agreement and this Section

Section 14. Annual Review. In accordance with Government Code section 65865.1, the City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer to conduct a future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of the City to undertake such review shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in

conducting the review. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the City Council.

At the conclusion of the annual review, the City shall make written findings and determinations on the basis of substantial evidence, as to whether or not Developer or its successors have complied in good faith with the terms and conditions of this Agreement.

Section 15. Indemnification and Legal Challenge.

A. To the maximum extent permitted by law, Property Owner must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Property Owner's activities in connection with the development and/or construction of the Project on the Project site, and which may arise from the direct or indirect operations of the Property Owner or those of the Property Owner's contractors, agents, tenants, employees or any other persons acting on Property Owner's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

B. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the Entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the applicable Property Owner must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice that the Property Owner reasonably approves. The parties hereby agree to cooperate in defending such action. The City will cooperate in any such third-party challenge and will not take any position adverse to the Property Owner in connection with such third-party challenge.

C. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, the Property Owner may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

D. If any litigation results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or the Entitlements, the City and Developer agree that such reconsideration shall be expeditiously performed to remedy any defects noted in the judgment. If such remedy includes the need to re-approve any or all of the Entitlements, the City agrees to expeditiously re-approve any or all of the Entitlements in a manner consistent with the requirements of the judgment and to the extent re-approval is in harmony with the spirit and intent of this Agreement, the original Entitlements, and the public welfare.

E. This Section shall survive the expiration or earlier termination of this Agreement.

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only

by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by a Property Owner, City shall give written notice to the Property Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within sixty (60) days after such notice is served on the Property Owner, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said sixty (60) days (provided that acts to cure the breach or default must be commenced within said sixty (60) days and must thereafter be diligently pursued by Property Owner), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of the Property Owner growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by the Property Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

Section 18. Event of Default. A Property Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation or statement made or furnished by the Property Owner to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that the Property Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by the Property Owner of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

Section 19. No Waiver of Remedies. City does not waive any claim of defect in performance by a Property Owner if on periodic review City does not enforce this Agreement. Nonperformance by a Property Owner shall not be excused because performance by the Property Owner of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 19, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Property Owner of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

Section 20. City Not Liable For Damages. It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Property Owner, or to any assignee, transferee, or any other person, and the Property Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

A. For any breach of this Agreement;

B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

C. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by Government Code Section 65869.5 and Property Owner's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Property Owner' principal remedy shall lie in reformation of this Agreement

Section 21. Rights of Lenders Under this Agreement. Should a Property Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

A. Do any act or thing required of the Property Owner under this Agreement, or cure any default of the Property Owner under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Property Owner;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

C. Transfer, convey or assign the title of the Property Owner to the Subject Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of the Property Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by the Property Owner hereunder.

Section 22. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Property Owner to Lender (if known by City) simultaneously with such notice of default City gives to Property Owner and afford Lender the opportunity after receipt of service of the notice to:

A. Cure the breach or default within thirty (30) days after service of said notice, where

the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

Section 23. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by a Property Owner by commencing proceedings to foreclose its encumbrance or lien on the Subject Property. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by the Property Owner unless:

A. They are commenced within thirty (30) days after service on Property Owner (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by the Property Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

Section 24. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Property Owner:
AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA91790
Attention: City Manager

Section 25. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

Section 26. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

Section 27. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Los Angeles, California.

Section 28. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 29. Recordation. The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Los Angeles within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of the Property Owner, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

Section 30. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section 30.

Section 31. Integrated Agreement. This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

Section 32. Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

A. Expiration of the stated Term of this Agreement as set forth in Section 6.

B. Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

C. The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property including but not limited to, all conditions and mitigation measures imposed as part of such entitlements prior to the date of termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

Section 33. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

Section 34. Headings. Headings used in this Agreement are for reference purposes only and shall

not be deemed a part of this Agreement.

Section 35. No Third Party Rights. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

Section 36. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Property Owner. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Project Approvals are appropriate with respect to the implementation of this Agreement and the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications, the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Section 16 above. The City Manager shall be authorized, after consultation with and approval of Property Owner, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 33 and is consistent with the intent and purpose of this Agreement and the Project Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16 above. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF WEST COVINA,
a Municipal Corporation

Dated: 3/22/22

Letty Lopez-Viado, Mayor

ATTEST:

Lisa Sherrick
Asst. City Clerk

Approved as to form:

Thomas P. Duarte
City Attorney

Developer: AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

By: _____

Name: Wilbur H. Smith III

Title: Principal

Dated: 2/10/22

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On February 10, 2022 before me, Shannon Young - Notary Public
(insert name and title of the officer)

personally appeared Wilbur H. Smith III,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHANNON YOUNG
Notary Public - California
Orange County
Commission # 2273375
My Comm. Expires Jan 24, 2023

Signature Shannon Young (Seal)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On March 22, 2022 before me, Lisa Sherrick, Notary Public,
(Here insert name and title of the officer)

personally appeared Letty Lopez-Viado,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. SHERRICK
Commission No. 2320976
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Feb. 9, 2024

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

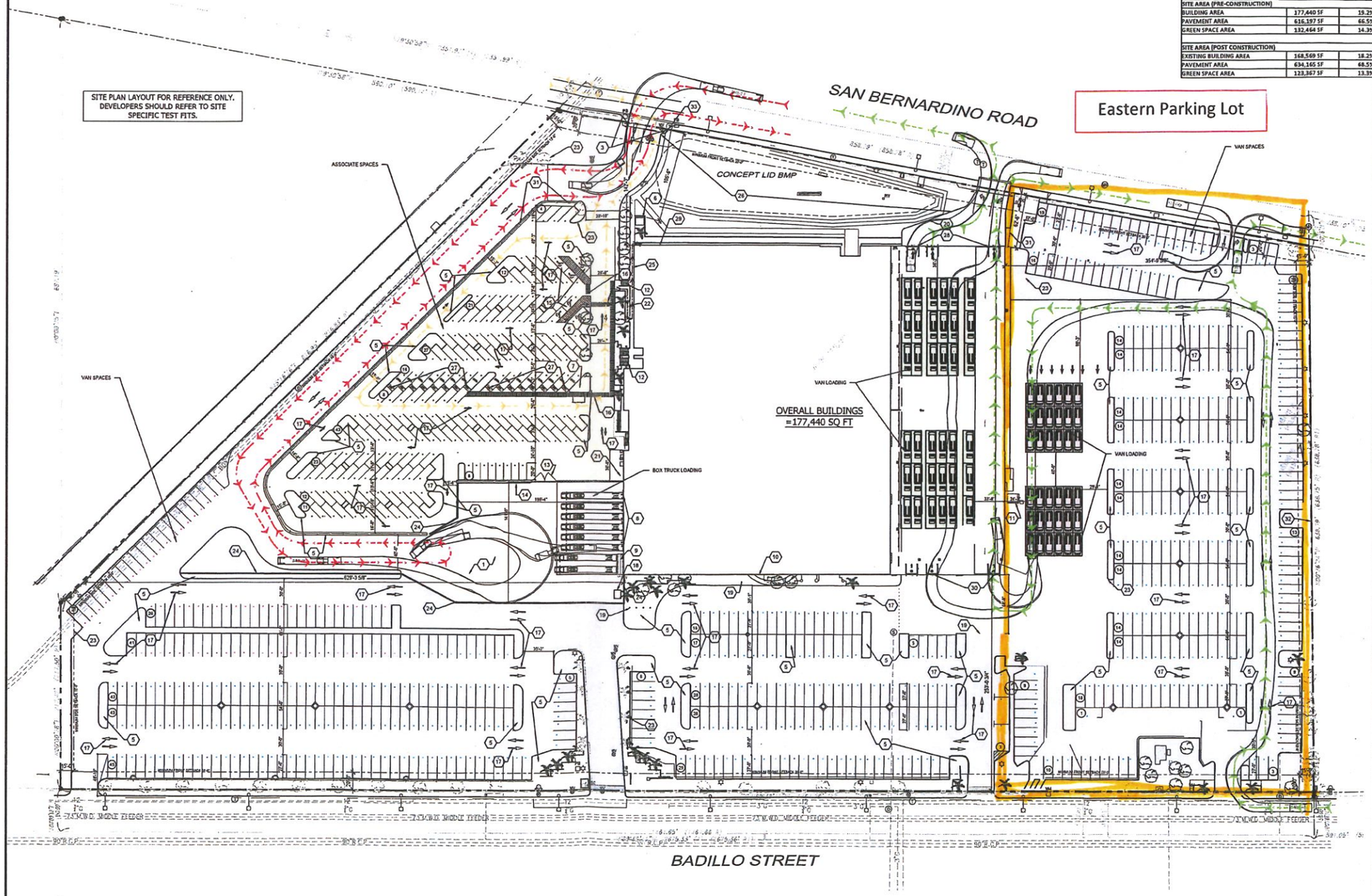
2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit A



1 OVERALL SITE PLAN
SCALE: 1" = 50'-0"

0 25' 50' 100'
1" = 50'-0"

PLOT STAMP: 21 February 2020

PROJECT DATA

SITE ADDRESS	1200 E SAN BERNARDINO	
TOTAL SITE AREA	926,301 SF	20.51 AC
ZONING	Industrial	
PARCEL NUMBER	8434-015-018	

SETBACKS	Adjacent to Residential	Adjacent to Nonresidential
FRONT YARD SETBACK	30 FT	25 FT
SIDE YARD SETBACK	25 FT	5 FT
REAR YARD SETBACK	25 FT	12 FT

REQUIRED PARKING	
Office Occupancy	
9,478 SF x 1 SPACE/300 SF =	32 SPACES
Industrial Occupancy	
159,840 SF x 1 SPACE/500 SF =	320 SPACES
TOTAL REQUIRED = 352 SPACES	
PARKING PROVIDED	
9' x 18' (Associate Parking) = 185 SPACES	
11' x 27' (Van Fleet Parking) = 626 SPACES	
11' x 27' (Parallel Parking) = 5 SPACES	
Accessible Stalls = 8 SPACES (1 VAN)	
TOTAL PROVIDED = 811 SPACES (8 ACCESSIBLE (1 VAN))*	

*EIGHT (8) ACCESSIBLE SPACES REQUIRED (1 VAN) PER CALIFORNIA ACCESSIBILITY CODE TABLE 11B-208.2 FOR 301 TO 400 SPACES

SITE AREA (PRE-CONSTRUCTION)		
BUILDING AREA	177,440 SF	19.2%
PAVEMENT AREA	616,197 SF	66.5%
GREEN SPACE AREA	132,464 SF	14.3%

SITE AREA (POST CONSTRUCTION)		
EXISTING BUILDING AREA	168,569 SF	18.2%
PAVEMENT AREA	634,165 SF	68.5%
GREEN SPACE AREA	123,367 SF	13.3%

SCOPE OF WORK

EXISTING CONCRETE TILT-UP SINGLE STORY WAREHOUSE BUILDING (S-1 OCC.) WITH SUPPORTING INTERIOR OFFICE AREA (B OCC.) AND BREAK ROOM (A-3 OCC.)

WORK TO INCLUDE DEMO OF TILT WALL FOR PROPOSED DOCK DOOR OPENINGS, DEMO OF EXISTING NON-LOAD BEARING WALLS, PLUMBING, ELECTRICAL, DEMO OF EXISTING MEZZANINE, DEMO OF EXISTING STOREFRONT FOR NEW ROLL UP DRIVE-IN DRIVE OUT DOORS. WORK TO INCLUDE STRUCTURAL, ELECTRICAL MECHANICAL, PLUMBING AND SITE WORK.

EXTERIOR WORK INCLUDES BUT NOT LIMIT TO: RESTRIPING OF EXISTING SITE, NEW DIRECTIONAL STRIPING AND RECONFIGURATION OF PARKING LAYOUTS, NEW SMOKER SHELTER AT NORTH / EAST CORNER OF BUILDING,NEW RIDE SHARE SHELTER AND STANDARD SITE DIRECTIONAL AND OPERATIONAL SIGNAGE, BUILDING MOUNTED SIGNAGE (PERMIT BY SIGNAGE VENDOR).

RELOCATION OF ONSITE FIRE HYDRANTS,(2)NEW SITE SCREENING WALLS AT TRUCK COURT,NEW PREFABRICATED PLATFORM COORDINATION AT TRUCK COURT,NEW SITE FENCING/GATES,NEW CURB WORK REGRADING AT NORTH VAN EXIT AND REGRADING ASSOCIATED WITH DRAINAGE LOW SPOTS.

ELECTRICAL COORDINATION ON SITE FOR EV LOCATIONS. SIGNAGE, ROOF DRAIN SIZES AND LAYOUTS INCLUDING NEW CANOPIES. CLOSE OFF ONE EXISTING DRIVEWAY AND RECONSTRUCT SIDEWALK/CURB ON SAN BERNARDINO ROAD, CONSTRUCTION NEW LID STORMWATER TREATMENT BMP ON NORTH SIDE OF BUILDING, DEMOLITION OF ALL EXISTING LIGHT POLES, FIXTURES, POLE BASES AND BUILDING MOUNTED LIGHTING AND INSTALLATION OF NEW LIGHT POLE LED FIXTURES, LIGHT POLE BASES AND EXTERIOR "WALL-PACK" BUILDING MOUNTED LIGHT FIXTURES TO MEET CITY LIGHTING REQUIREMENTS AND ILLUMINATION STANDARDS, REUSE OF THE EXISTING SERVICE TRANSFORMER AND EXISTING SERVICE ENTRANCE SWITCHGEAR THAT ARE LOCATED ON THE EXTERIOR OF THE BUILDING.

THE LANDSCAPE DESIGN WILL BRING THE SITE INTO CLOSER CONFORMANCE WITH THE STATE'S WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) WHILE MEETING THE GOALS OF THE CITY OF WEST COVINA. REHOVATION OF THE SITE WILL INCLUDE THE REMOVAL OF HIGH-WATER USE TREES AND SHRUBS IN AREAS OF NEW WORK, THE NEW LANDSCAPE PLANT PALLET SHALL INCLUDE A MIX OF ROUGHT-TOLERANT SHRUBS, GRASSES AND GROUND COVERS AS WELL AS A VARIETY OF SHADE TREES TO BE USED THROUGHOUT THE PARKING AREA AND PERIMETER THAT ARE APPROPRIATE FOR THE CLIMATE ZONE IN THE CITY.

THE NEW IRRIGATION WILL ADHERE TO THE REQUIREMENTS FOUND IN WELO AND THE CITY'S LANDSCAPE AND IRRIGATION GUIDELINES FOR COMMERCIAL AND INDUSTRIAL PROPERTIES IRRIGATED WITH LOW VOLUME DRIP TUBING OR EMITTERS FOR SHRUBS AND GROUND COVERS AND DEEP ROOT WATERING DEVICES (BUBBLERS) FOR TREES.

THE FACILITY WILL RECEIVE PACKAGES VIA LINE HAUL TRUCKS. THE PACKAGES WILL ENTER THE FACILITY THROUGH THE LOADING DOCK POSITIONS. THE PACKAGES ARE SORTED FROM THE CONVEYOR AREA AND THEN STORED ON MOBILE "BAKER'S RACKS" AND ROLLED TO THE LOADING AREA FOR VAN LOADING IN THE INTERIOR OF THE SHELL AND EXIT THE LOCATION FOR DELIVERY.

PARKING BREAKDOWN

PARKING	PROPOSED ON-SITE
ASSOCIATE SPACES (9'x18')	185
VAN SPACES (11'X27')	626
TOTAL PARKING	811
UTR / VAN LOADING	36
VAN STAGING	36
TRAILER / BOX TRUCK LOADING	8

KEY NOTES

1. PROPOSED LOADING DOCK AREA
2. EXISTING CONCRETE SIDEWALK
3. NEW ACCESSIBLE CURB RAMP
4. PROPOSED ILLUMINATED MONUMENT/PYLON SIGN, SEE ELEVATION 2/A0.11
5. PROPOSED LANDSCAPE ISLAND
6. PROPOSED PREFABRICATED ALUMINUM SMOKERS SHELTER WITH 7' WALL HEIGHT, SEE 4/A0.11
7. PROPOSED RIDE-SHARE ALUMINUM SHELTER WITH 7' WALL HEIGHT, SEE 3/A0.11
8. PROPOSED LOADING DOCK DOOR OPENINGS
9. PROPOSED EXTERIOR METALLIC PREFABRICATED PLATFORM
10. EXISTING BUILDING
11. EXISTING ELECTRICAL TRANSFORMER TO REMAIN
12. EXISTING STAIRS TO REMAIN
13. PROPOSED METALLIC CHAIN LINK SWING DOORS APPROXIMATED 7' HEIGHT
14. PROPOSED LANDSCAPE BUFFER BETWEEN LOADING DOCK AND ASSOCIATE PARKING LOT
15. PROPOSED ACCESSIBLE PARKING STALL CONFIGURATION PER LOCAL CODE
16. PROPOSED STRIPED PEDESTRIAN ACCESS
17. PROPOSED PAINTED TRAFFIC MARKINGS
18. PROPOSED TRASH ENCLOSURE WITH A MIN. 5'-9" CMU SCREEN WALL AND SOLID ROOF COVER.
19. EXISTING BOLLARDS SPACED 6'-0" O.C. ALONG FRONT OF BUILDING
20. PROPOSED VAN EXIT CURB
21. PROPOSED BIKE RACKS
22. EXISTING RAMP WITH HANDRAILS
23. EXISTING LANDSCAPING AS REQUIRED BY CODE
24. PROPOSED CMU SCREENING WALL IN LOADING DOCK AREA, 12' HEIGHT
25. PROPOSED ASSOCIATES ENTRANCE
26. EXISTING STORMWATER MANAGEMENT AS REQUIRED BY CODE
27. PROPOSED EV CHARGER AND BOLLARDS AS REQUIRED PER CODE AND JURISDICTION
28. PROPOSED NEW VAN DOOR EXITS
29. PROPOSED HUB ENTRANCE
30. PROPOSED NEW VAN DOOR ENTRANCES
31. PROPOSED 8' HIGH PERIMETER METALLIC CHAIN LINK FENCE
32. EXISTING CMU WALL SEPARATION BETWEEN SITE AND RESIDENTIAL AREA
33. LEFT EXIT TURN ONLY FOR ASSOCIATES

GENERAL NOTES

1. ASSUME 6" EXTRUDED CURB, U.N.O.

LEGEND

(#) PARKING COUNT
ACCESSIBLE PATH OF TRAVEL

CIRCULATION LEGEND

ASSOCIATE TRAFFIC FLOW DIRECTION
DSP / FLEX TRAFFIC FLOW DIRECTION
TRUCK TRAFFIC FLOW DIRECTION

MG2

DAX9

1200 E. SAN BERNARDINO ROAD,
WEST COVINA, CA, 91790

PLANNING PACKAGE
WEST COVINA PARCEL DELIVERY STATION

DESCRIPTION	Δ	DATE
Planning Package		10.23.20
Planning Package		12.14.20
Planning Package		03.15.21

PROJECT STATUS

JOB NUMBER
20-5517-01

DRAWN BY SP
CHECKED BY AD

SHEET TITLE
PROJECT DATA & SITE PLAN

SHEET NUMBER
A0.10

RESOLUTION NO. 2021-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CERTIFYING THE MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR GENERAL PLAN AMENDMENT NO 20-03, ZONE CHANGE NO. 20-04, PRECISE PLAN NO. 20-48, TENTATIVE PARCEL MAP NO. 83444, AND DEVELOPMENT AGREEMENT NO. 21-01, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970, AS AMENDED

WHEREAS, there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan to:

Repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station;

Assessor's Parcel No. 8434-015-018, in the records of the Los Angeles County Assessor; and

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, an application for a Development Agreement has been submitted to vest applicant's rights and to provide the City commitments for enhanced community benefits; and

WHEREAS, the proposed project is considered a "project" pursuant to the terms of the California Environmental Quality Act (CEQA); and

WHEREAS, an initial study was prepared for said project; and

WHEREAS, based upon the findings of the initial study, it was determined that the proposed project will not have a significant impact on the environment and will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Fish and Game Code; and

WHEREAS, a Mitigated Negative Declaration of Environmental Impact was prepared for the proposed project pursuant to the requirements of the California Environmental Quality Act of 1970, as amended, and mitigation measures are included in said Negative Declaration in support of the finding that there will not be a significant effect on the environment as a result of this project.

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing to consider the subject application, at which time the Planning Commission adopted a resolution approving the Mitigated Negative Declaration; and

WHEREAS, the City Council, upon giving the required notice, did on October 19, 2021, conduct a duly advertised public hearing to consider the subject application, at which time the City Council adopted a resolution certifying the Mitigated Negative Declaration; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Based on the initial study, the revisions and conditions incorporated into the Project, and information received during the public review process, the City Council of the City of West Covina finds that there is no substantial evidence that the Project, as revised and conditioned, may have a significant effect on the environment.

SECTION 2. The mitigated negative declaration reflects the independent judgment of the City Council.

SECTION 3. All feasible mitigation measures identified in the City of West Covina General Plan Environmental Impact Reports which are applicable to this Project have been adopted and undertaken by the City of West Covina and all other public agencies with authority to mitigate the project impacts or will be undertaken as required by this project.

SECTION 4. After receiving and considering all determinations, studies, documents, and recommendations, as well as other appropriate public comments, the City Council certifies the Mitigated Negative Declaration of Environmental Impact, subject to compliance with the mitigation measures that are recommended in the Mitigated Negative Declaration of Environmental Impact as set forth in Exhibit A.

SECTION 5. The Mitigation Monitoring Program prepared in connection with the Project is hereby recommended for approval for the Project.

SECTION 6. The documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in the office of the West Covina

Community Development Director, 1444 West Garvey Avenue South, West Covina, CA 91790. The custodian of these documents and other materials is the West Covina Community Development Director.

SECTION 7. Upon approval of the Project by the City Council, the environmental coordinator shall file a Notice of Determination with the County Clerk of Los Angeles County and, if the project requires a discretionary approval from any state agency, with the State Office of Planning and Research, pursuant to the provisions of section 21152(a) of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

SECTION 8. Non-compliance with the aforementioned mitigation measures as determined by the monitoring department/agency, and any measures taken to correct said non-compliance, shall be immediately reported to the Planning Department on the City of West Covina Monitoring Checklist Form.

SECTION 9. The applicant agrees to implement the aforementioned mitigation measures and monitoring or reporting requirements.

SECTION 10. Failure to comply with any aforementioned mitigation measures and/or monitoring or reporting requirements will result in a written notice of violation from the City to the applicant at which time the City may order that all or a portion of pre-construction, construction, post-construction activity or project implementation must cease until compliance is reached.

SECTION 11. The California Environmental Quality Act (CEQA) and State and local guidelines, rules, regulations, and procedures adopted pursuant thereto permits the City of West Covina to impose any fees or charges associated with implementing the above monitoring program upon the applicant.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED this 19th day of October, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

For:
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-103 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

For:
Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring & Reporting Program
Initial Study / Mitigated Negative Declaration
Amazon Delivery Station DAX9 Project

(GPA No. 20-3, ZC No. 20-04, PP 20-008)
SCH No. 2021070230

City of West Covina
Planning Division
1444 West Garvey Avenue South
West Covina, CA 91790
Contact: Jo-Anne Burns, Planning Manager
Email: jburns@westcovina.gov
Phone: (626) 939-8761

September 16, 2021

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Mitigation Monitoring and Reporting Program 1

1. Introduction 1
2. Mitigation Monitoring Procedures 1
3. Mitigation Monitoring and Reporting Program 1
4. Project Location 2
5. Project Description Summary 2

Acronym List

The following acronyms are used in the Mitigation Monitoring and Reporting Matrix:

A	
AES	Aesthetics
AQ	Air Quality
B	
BIO	Biological Resources
BMP	Best Management Practice
C	
CALGreen	Green Building Standards Code
CalOSHA	California Occupational Safety and Health Administration
CBC	California Building Code
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
City	City of West Covina
Council	City of West Covina City Council
CUL	Cultural Resources
D	
DIF	Development Impact Fee
DTSC	Department of Toxic Substances Control
E	
ENE	Energy
G	
GEO	Geology and Soils
H	
HAZ	Hazards and Hazardous Materials
HYD	Hydrology and Water Quality
I	
I	Interstate
L	
LACSD	Los Angeles County Sanitation District
LID	Low-Impact Development
M	
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendent
MMRP	Mitigation Monitoring and Reporting Program
N	
NAHC	Native American Heritage Commission
NOI	NOI
NPDES	National Pollutant Discharge Elimination System
P	
PRD	Permit Registration Document
PS	Public Services
R	
ROW	Right-of-Way
S	
SUSMP	Standard Urban Stormwater Mitigation Plan
SWPPP	Storm Water Pollution Prevention Plan
T	
TCR	Tribal Cultural Resources
TRA	Transportation
U	
UTL	Utilities and Service Systems

MITIGATION MONITORING AND REPORTING PROGRAM

1. INTRODUCTION

In accordance with the requirements of Section 21081.6 of the *California Public Resources Code,* and as part of its certification of the adequacy of Final Mitigated Negative Declaration (Final MND) for the Amazon Delivery Station DAX9 Project (Project), the City Council (Council) of the City of West Covina (City) adopts the following Mitigation Monitoring and Reporting Program (MMRP). The Council adopts this MMRP in its capacity as the lead agency for the Final MND in accordance with the provisions of the California Environmental Quality Act (CEQA) (*California Public Resources Code* Section 21000 et seq.), the State CEQA Guidelines (*California Code of Regulations,* Title 14, Section 15000 et seq.), and the City of West Covina Monitoring Requirements.

2. MITIGATION MONITORING PROCEDURES

The principal purpose of the MMRP is to ensure that the Council-approved mitigation measures and development requirements for the adopted Project are reported and monitored to ensure compliance with the measures' requirements. In general, City of West Covina, Community Development Department is responsible for overseeing implementation and completion of the adopted measures. This includes the review of all monitoring reports, enforcement actions, and document disposition, unless otherwise noted in the attached MMRP Table. However, the City Council retains overall responsibility for verifying implementation of all adopted mitigation measures.

3. MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is provided in tabular format to facilitate effective tracking and documentation of the status of mitigation measures regulatory requirements. The attached MMRP Table provides the following monitoring information:

- **Regulatory Requirements.** All adopted regulatory requirements for the Project from the Final MND are included.
- **Mitigation Measures.** All adopted mitigation measures for the Project from the Final MND are included.
- **Responsible for Implementation.** The Project Applicant or designated representative is the responsible party for implementing the mitigation measures and regulatory requirements, and the City of West Covina or a designated representative is responsible for monitoring implementation of the mitigation measures and regulatory requirements, unless noted differently.
- **Timing of Mitigation Measures and Regulatory Requirements.** A time frame is provided for performance of the mitigation measures and regulatory requirements, and the specific action deadline is designed to ensure that impact-related components do not proceed without establishing that the mitigation measure or regulatory requirement is implemented.
- **Responsibility for Monitoring.** The City Department(s) or other public agency(ies) responsible for overseeing the implementation and completion of mitigation measures and regulatory requirements is listed.
- **Completion Date.** The dates the mitigation measures and regulatory requirements are completed are to be filled in by the approving/verifying authority at a later date. Upon

completion, the MMRP and associated documentation will be kept on file at the City of West Covina Community Development Department, Planning Division.

4. PROJECT LOCATION

The approximate 21.22-acre Project site is in the City of West Covina, in Los Angeles County, California. The site is located at 1211 East Badillo Street (current address), Badillo Road and south of East San Bernardino Road. The Project Applicant is proposing to change the building address to 1200 West San Bernardino Road. The site is located within the northern portion of the City and is approximately 1.0 mile north of Interstate 10 (I-10) Freeway, which provides regional access. Local access to the site is provided via east-west routes by San Bernardino Road and Badillo Street.

5. PROJECT DESCRIPTION SUMMARY

Amazon Inc., through its development partner, Greenlaw Partners, is seeking to locate in the City of West Covina (City) and repurpose the proposed Project site for a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help to speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from Amazon fulfillment and sortation centers and are sorted, picked, and loaded into delivery vehicles. The packages would (1) enter the facility through the loading dock positions; (2) be sorted from a conveyor area; (3) be stored on mobile "Baker Racks"; and (4) be rolled to the delivery van loading area.

The proposed Project involves the revitalization and modernization of the existing on-site building. The footprint for the structure would not change. The proposed building improvements on-site include demolition of portions of the tilt up walls for proposed dock door openings, as well as existing non-load bearing walls, plumbing, electrical, an existing mezzanine, and existing storefront for new roll up drive in/drive out doors. Eight new loading dock spaces/doors (at a higher height than existing doors and six new exterior overhead van doors (north and south elevations) would be installed. Construction work would include structural improvements, electrical, mechanical, plumbing, and overall site work. Two 12-foot high screen walls would be constructed, one south of the approach driveway and adjacent to the loading dock area (525 feet including a 26-foot wide gate) and one north of the loading dock area (271.9 feet including a 26-foot wide gate). The material for the 12-foot high walls includes a standard Concrete Masonry Unit, which is to be painted a matching color to the main building.

Interior modifications would include demolition of interior walls. Exterior property work would include removal of the playground area, pavement restriping, new directional striping and reconfiguration of the parking layouts, new smoker shelter at the north/east corner of the building, a new rideshare shelter, standard site directional and operational signage, and building mounted signage.

Other proposed modifications/improvements include relocation of existing on-site fire hydrants, and installation of platforms that are to be constructed at the truck court. New site fencing and gates would be located around the employee parking area on the west side of the building and no new fencing or gates would be installed around the perimeter of the site. Curb repair is also proposed, as well regrading for the van exit location at East San Bernardino Road in order to fix existing drainage low spots. This would include construction of new low impact development (LID) Stormwater Treatment Best Management Practices (BMPs) on the north side of the existing building. Additionally, all existing light poles would be removed and new fixtures, pole bases, light poles, and building mounted lighting would be installed in accordance with City lighting requirements and illumination standards.

The landscape design is proposed to bring the site into closer conformance with the State's Water Efficient Landscape Ordinance (WELO). Renovation of the site would include removal of high-water use, trees, and shrubs. The proposed new landscape plant pallet includes a mix of drought tolerant shrubs, grasses, and ground cover, as well as a variety of shade trees to be used throughout the parking area and around the perimeter of the site. The new irrigation would adhere to the requirements found in WELO and the City's landscape and irrigation guidelines for commercial and industrial properties.

Existing parking areas would be restriped, and barriers would be erected to separate truck traffic from passenger traffic beyond the westernmost driveway to East San Bernardino Road. A total of 811 parking spaces would be provided — 185 for passenger vehicles and 626 for vans. Eight loading docks are to be located on the west side of the building and a hardscape (or partially paved) courtyard on the east side of the building would be converted to stage delivery vehicles prior to entering the south side of the building for loading.

5.1 Construction Program

Property improvement activities are anticipated to occur over a 5- to 6-month timeframe and take place 5 days a week, in accordance with the City's permitted hours of operation.

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
AESTHETICS				
Regulatory Requirements				
RR AES-1 Project design would be required to comply with Section 26-26-542, Manufacturing (M-14) Zone, of the West Covina Municipal Code. The City shall review and approve the Project's design and operational plans, with consideration to elements including, but not limited to, orientation of buildings and uses, air quality, parking, traffic generation, noise/vibration, glare, and landscaping.	Project Applicant/ Developer	Design review	City Planning Department	
RR AES-2 Exterior lighting for the Project shall be designed and constructed in compliance with Section 26.519, Lighting, of the West Covina Municipal Code.	Project Applicant/ Developer	Design review	City Public Works, Building and Safety Services Department	
AIR QUALITY				
Regulatory Requirements				
RR AQ-1 All construction activities shall be conducted in compliance with South Coast Air Quality Management District's Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance. Contractor compliance with Rule 403 requirements shall be mandated in the contractor's specifications.	Project Contractor	During construction	City Public Works, Building and Safety Services Department	
RR AQ-2 All construction activities shall be conducted in compliance with South Coast Air Quality Management District Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property".	Project Contractor	During construction	City Public Works, Building and Safety Services Department	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
BIOLOGICAL RESOURCES				
Regulatory Requirements				
RR BIO-1 The proposed on-site and off-site trees shall be planted, preserved, removed, replaced and/or maintained in accordance with Chapter 26, Article XIV, Division 1, Water Efficient Landscaping, and Chapter 26, Article VI, Division 9, Preservation, Protection and Removal of Trees, of the West Covina Municipal Code.	Project Applicant/ Developer	During and after construction	City Planning Department	
Mitigation Measures				
MM BIO-1 Prior to the issuance of any grading permits, the Community Development Director or designee shall verify that the following requirements for nesting birds and preconstruction survey are completed by the Project Applicant: • The start of site-preparation activities and subsequent construction activity initiation shall be scheduled outside of the bird nesting and breeding season (typically March 1 through August 15). If site-preparation activities start during the nesting season, a qualified Biologist shall conduct a nesting bird survey in potential bird nesting areas within 200 feet of any proposed disturbance. The survey shall be conducted no more than three days prior to the start of any ground disturbance activities. • If active nests of bird species protected by the Migratory Bird Treaty Act (MBTA) and/or the California Fish and Game Code are present in the impact area or within 200 feet of the impact area, a temporary buffer shall be established a minimum of 200 feet around the nest site. This temporary buffer may be greater or lesser depending on the bird species and type of disturbance, as determined by the Biologist. • Clearing and/or construction activities within buffer areas shall be postponed or halted until the	Project Applicant/ Developer	Prior to the issuance of any grading permits	Community Development	

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
nest is complete (ex. juveniles have fledged from the nest and there is no evidence of a second nesting attempt) as determined by a qualified Biologist.				
CULTURAL RESOURCES				
Regulatory Requirements				
RR CUL-1 If human remains are encountered during any Project-related ground-disturbing activities, Section 7050.5 of the California Health and Safety Code states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition of the materials pursuant to Section 5097.98 of the California Public Resources Code. The provisions of Section 15064.5 of the California Environmental Quality Act Guidelines shall also be followed. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC). The NAHC will determine and notify a Most Likely Descendent (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The descendent must complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. These requirements shall be included as notes on the contractor specification and verified by the Community Development Department, prior to issuance of grading permits. This measure shall be implemented to the satisfaction of the City in consultation with the County Coroner.	Project Applicant/ Developer/ Contractor	During ground disturbing activities	City Planning Department	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
Mitigation Measures				
MM CUL-1 A qualified archaeologist (the "Project Archaeologist") shall be retained prior to the start of any large scale earthwork activities related to Project construction. The Project Archaeologist shall monitor all ground-disturbing activities within the areas of native soil (i.e., below existing areas of artificial fill from previous construction). If archaeological or historical resources are encountered during implementation of any phase of the Project, the Project Archaeologist shall be allowed to temporarily divert or redirect excavation activities in the vicinity of the find in order to make an evaluation of the find.	Project Archaeologist	Prior to start of grading	City Planning Department	
ENERGY				
Regulatory Requirements				
RR ENE-1 The Project must be designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6) and the Title 24 Green Building Standards Code (CALGreen), (CCR, Title 24, Part 11). These standards are updated, nominally every three years, to incorporate improved energy efficiency technologies and methods.	Project Applicant/ Developer	Design phase	City Public Works, Building and Safety Services Department	
GEOLOGY AND SOILS				
Regulatory Requirements				
RR GEO-1 The Project shall be designed and constructed in compliance with the 2019 California Building Code (CBC) Design Parameters or the most current CBC adopted in the City's Municipal Code.	Project Applicant/ Developer	Design phase	City Public Works, Building and Safety Services Department	
RR GEO-2 Prior to issuance of a grading permit, the Project Applicant shall prepare an erosion control plan in compliance with City's Grading Ordinance, as approved by the City.	Project Applicant/ Developer	Prior to the issuance of a grading permit	City Public Works, Building and Safety Services Department	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
Mitigation Measures				
MM GEO-1 Site preparation and building design specifications shall follow the recommendations in the Geotechnical Study Proposed DAX9 Warehouse Improvements, 1211 Badillo Street, West Covina, California, prepared by Kleinfelder (dated November 13, 2020), as well as any additional future site specific, design-level geotechnical investigations of the Project. Site preparation and earthwork operations shall be performed in accordance with applicable codes, safety regulations and other local, State, or federal specifications.	Project Applicant/ Developer	Prior to the issuance of a grading permit	City Public Works, Building and Safety Services Department	
MM GEO-2 In the event paleontological resources are encountered during construction, ground-disturbing activity shall cease. It is recommended that a Qualified Paleontologist be retained by the Applicant to examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens shall be made explicit. If a Qualified Paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by Project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction; monitoring work and halting construction if an important fossil needs to be recovered; and/or cleaning, identifying, and cataloging specimens for curation and research purposes. The cost associated with recovery, salvage, and treatment shall be borne by the Applicant. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the Qualified Professional. Resources shall be identified and curated into an established accredited professional repository. The Qualified Professional shall have a repository	Paleontologist	During construction and ground disturbing activities	City Public Works, Building and Safety Services Department	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
agreement in hand prior to initiating recovery of the resource.				
GREENHOUSE GAS EMISSIONS				
Regulatory Requirements				
RR ENE-1 would be applicable.				
HAZARDS AND HAZARDOUS MATERIALS				
Regulatory Requirements				
RR HAZ-1 The demolition contractor shall comply with the requirements of Title 8 of the California Code of Regulations (Section 1532.1-Lead) regarding the removal of lead-based paint or other materials containing lead. The regulations set exposure limits, exposure monitoring, respiratory protection, and good working practices by workers exposed to lead. Lead-contaminated debris and other wastes shall be removed and monitored by contractors with appropriate certifications from the California Department of Health Services and disposed of in accordance with the applicable provisions of the California Health and Safety Code.	Demolition Contractor	During demolition	City Public Works, Building and Safety Services Department	
RR HAZ-2 The demolition contractor shall comply with the South Coast Air Quality Management District's (SCAQMD's) Rule 1403, which provides guidelines for the proper removal and disposal of asbestos-containing materials. In accordance with Rule 1403, prior to the demolition, renovation, rehabilitation, or alteration of structures that may contain asbestos, an asbestos survey shall be performed by a Certified Asbestos Consultant (certified by the California Occupational Safety and Health Administration [CalOSHA]) to identify building materials that contain asbestos. Removal of the asbestos shall then include prior notification of the SCAQMD and compliance with removal procedures and time schedules; asbestos handling and clean-up procedures; and storage, disposal, and landfilling requirements under Rule 1403.	Demolition Contractor/ Certified Asbestos Consultant	Prior to demolition	City Public Works, Building and Safety Services Department	

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR HAZ-3 The demolition contractor shall comply with the California Health and Safety Code (Section 39650 et seq.) and the California Code of Regulations (Title 8, Section 1529), which prohibit emissions of asbestos from asbestos related demolition or construction activities; require medical examinations and monitoring of employees engaged in activities that could disturb asbestos; specify precautions and safe work practices that must be followed to minimize the potential for the release of asbestos fibers; and require notice to federal and local government agencies prior to beginning renovation or demolition that could disturb asbestos.	Demolition Contractor	During demolition	City Public Works, Building and Safety Services Department	
RR HAZ-4 All construction on public rights-of-way shall include the implementation of traffic control measures in accordance with the West Covina Municipal Code Chapter 12.20, Street Excavation, and Chapter 19, Article X, Section 19-302, Standard Specifications for Public Works Construction, which adopts the Greenbook by reference.	Contractor	During construction	City Public Works, Building and Safety Services Department	
Mitigation Measures				
MM HAZ-1 Prior to grading and building permit approval, additional soil vapor sampling shall be performed in order to verify current vapor levels on the Project site. Sampling shall be completed according to Advisory Active Soil Gas Investigations (DTSC et. al. 2015) and results shall be compared to appropriate risk-based screening levels. If concentrations are below screening levels, no further mitigation is required. If concentrations are above screening levels, other actions shall be developed in consultation with appropriate regulatory agencies in order to reduce screening to appropriate levels.	Project Applicant/ Developer	Prior to the issuance of a grading and building permit	City Public Works, Building and Safety Services Department	

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Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
HYDROLOGY AND WATER QUALITY				
Regulatory Requirements				
RR HYD-1 Prior to demolition and construction activities on the site, the Contractor shall prepare and file a Permit Registration Document (PRD) with the State Water Resources Control Board in order to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No 2009-009-DWQ, NPDES No. CAS000002) or the latest approved Construction General Permit. The PRD shall consist of a Notice of Intent (NOI); a Risk Assessment; a Site Map; a Storm Water Pollution Prevention Plan (SWPPP); an annual fee; and a signed certification statement. Pursuant to permit requirements, the Project Applicant/Developer shall implement the Best Management Practices (BMPs) in the SWPPP to reduce or eliminate construction-related pollutants in site runoff. The BMPs shall be implemented during all demolition and construction activities on the site.	Contractor	Prior to demolition and construction	City Public Works, Building and Safety Services Department	
RR HYD-2 In accordance with Section 9.36, Control of Pollutants from New Developments/Redevelopment Projects, of the West Covina Municipal Code, the Project shall be constructed and operated in accordance with the standard urban stormwater mitigation plan (SUSMP) prepared for the Project and approved by the City.	Project Applicant/ Developer	During construction and operation	City Public Works, Building and Safety Services Department	
PUBLIC SERVICES				
Regulatory Requirements				
RR PS-1 The Project shall be designed and constructed in accordance with applicable regulations in Chapter 10, Fire Prevention and Protection, of the City of West Covina Municipal Code.	Project Applicant/ Developer	Design phase	City Planning Department	

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MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures		Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR PS-2	Pursuant to Chapter 17, Article IV, Development Impact Fees of the City's Municipal Code, prior to issuance of each building permit, the Project Applicant shall be responsible for payment of the City's Development Impact Fees (DIFs) including police facilities, fire facilities, park facilities, administration facilities, and public works facilities, as appropriate and in amounts established by City Council Resolution. The fees paid shall be those in effect at the time of issuance of the building permit, subject to applicable fee credits for community facilities provided as part of the Project.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department and West Covina Fire and Police Departments and City Public Works, Building and Safety Services Department	
RR PS-3	The Project Applicant shall pay the applicable school development fee to the West Covina Unified School District, in accordance with Section 17620 of the California Education Code.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department West Covina Unified School District	
RR PS-4	The Project Applicant shall pay the applicable park fee, in accordance with Chapter 26, Article VI, Section 2620 for the purpose of park and recreational facilities.	Project Applicant/ Developer	Prior to issuance of a building permit	City Planning Department	
RECREATION					
Regulatory Requirements					
RR PS-2 would be applicable.					
TRANSPORTATION					
Regulatory Requirements					
RR TRA-1	All trucks used during demolition and construction and during long-term occupancy of the Project shall use designated truck routes, in compliance with Chapter 22, Division 5, Truck Routes, of the West Covina Municipal Code.	Project Applicant/ Developer	During demolition, construction, and occupancy	City Public Works, Traffic and Lighting Section	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures		Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
RR TRA-2	The Project shall be designed and constructed to provide adequate sight distance for drivers at all entrances and exits (driveways), drive aisles, and roadways, per West Covina Municipal Code Section 22.8, Obstruction to Visibility at Intersections or Driveways.	Project Applicant/ Developer	Design phase	City Public Works, Traffic and Lighting Section	
Mitigation Measures					
MM TRA-1	As determined by the Traffic Study Dated June 22, 2021, a new traffic signal shall be installed at the intersection of Cutter Way and Project Driveway #7. A signal and striping plan shall be submitted and approved by the City of Covina (since San Bernardino road is within City of Covina ROW). The plan shall also be submitted to the cities of West Covina and Covina for concurrence on the Signal Plan as well as the Signing and Striping Plans for San Bernardino Road.	Project Applicant/ Developer	During final engineering	City of Covina And City of West Covina Public Works, Traffic and Lighting Section	
MM TRA-2	All vegetation located along driveways on Badillo Street needs to provide a clear line of sight for exiting vehicles. All newly installed landscaping shall be lower than 3.5 feet in height on both sides of each driveway.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-3	New red curbs are required to provide clear line of sight for driveways along Badillo Avenue. The Red Curbs are to be shown on all submitted plans to the City for Approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-4	The signal and striping plan shall accommodate left turn lanes/pockets on both approaches of San Bernardino Road at Cutter Way to eliminate sight distance and safety issues for eastbound left turning vehicles whose views of the westbound vehicles may be blocked by trucks.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
MM TRA-5 A 2-way left turn lane shall be installed along the entire Project east of Cutter Way to facilitate traffic turning out of the driveways on San Bernardino Road. As there are several driveways on both sides of San Bernardino Road, the future 2 way left turn lane shall facilitate all left turns in and out of all of these driveways to improve traffic safety along this corridor.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
MM TRA-6 The amount of new red curb on San Bernardino Road, on either side of proposed driveways in order to provide clear line of sight, shall be shown on all plans submitted to the cities of Covina and West Covina for approval. The amount of red curb (in feet) is to be determined by applicant's engineer based on Line of Sight Calculations as shown in Appendix G in the June 22, 2021 Traffic Impact Study, Figure 25.	Project Applicant/ Developer	During final engineering	City of Covina and City of West Covina Public Works, Traffic and Lighting Section	
MM TRA-7 Conceptual Striping Plan for the left turn movements into driveways 5 and 6 on San Bernardino Road shall prohibit the left turn movement into the site necessitating the installation of NO LEFT TURN signs at each driveway for westbound traffic. This requires installation of R3-2 and R5-1 signs.	Project Applicant/ Developer	During final engineering	City Public Works, Traffic and Lighting Section	
TRIBAL CULTURAL RESOURCES				
Regulatory Requirements				
RR CUL-1 would be applicable.				
UTILITIES AND SERVICE SYSTEMS				
Regulatory Requirements				
RR UTL-1 Water service to the Project, including application for water service, service connections, water rates, fire service, and water mains, shall be constructed and provided in accordance with Chapter 23, Article III, Water, of the West Covina Municipal Code.	Project Applicant/ Developer	Prior to final design permit	City Public Works, Engineering Division	
RR UTL-2 The Project Applicant shall pay the applicable Connection Fee Program capital facilities fees to the	Project Applicant/ Developer	Prior to construction	City Public Works, Engineering Division	

AMAZON DELIVERY STATION DAX9 PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

	Mitigation Measures	Responsible for Implementation	Timing of Mitigation	Responsibility of Monitoring	Completion Date (Signature Required)
	Los Angeles County Sanitation District (LACSD), as authorized by the California Health and Safety Code Sections 5400 to 5474.				
RR UTL-3	The Project shall be designed and constructed with water-efficient fixtures and systems, as required by the CALGreen Code, which has been adopted by reference into Section 7-301, Adoption of Title 31 (Green Building Standards Code), of the West Covina Municipal Code.	Project Applicant/ Developer	Prior to construction	City Public Works, Engineering Division	
RR UTL-4	The Project contractor shall recycle, reuse, and/or salvage at least 65 percent of demolition and construction debris, in accordance with Section 4.408 of the CALGreen Code.	Project Applicant/ Developer	During demolition and construction	City Public Works, Maintenance Division, Environmental Services Section	

RESOLUTION NO. 2021-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING PRECISE PLAN NO. 20-08 AND TREE REMOVAL PERMIT NO. 21-12 AT 1211 E. BADILLO STREET

WHEREAS there was filed with the City, a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a precise plan and tree removal permit:

> Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, the Planning Commission upon giving the required notice did on September 28, 2021 and October 4, 2021, conduct a duly advertised public hearing as prescribed by law to consider said application and recommended that the City Council approve the Precise Plan and Tree Removal Permit; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the precise plan and tree removal permit applications; and

WHEREAS, studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The applicant is requesting approval of a precise plan, general plan amendment, zone change, parcel map, tree removal permit and development agreement **to** repurpose an existing 177,440 square foot building and parking lot on a 21.22 acre site for use as an Amazon Delivery Station. The project includes a general plan amendment to change the land use designation from Civic: Public Institution to Industrial, a zone change to change the land use designation from SP-11: Faith Community Church to Manufacturing (M-1), a parcel map to combine two existing lots, a tree removal permit to remove significant trees on-site, and a Development Agreement.

2. Appropriate findings for approval of a precise plan of design are as follows:

    a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

    b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provision of the Municipal Code.

    c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

    d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

    e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

3. Based on the analysis and substantial evidence presented in the Mitigated Negative Declaration, the City has determined there are no significant environmental impacts resulting from the proposed project.; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

a. The proposed development plans and the uses proposed are consistent with the General Plan and any applicable specific plan.

The City's General Plan Land Use Element designates the subject property for Civic: Public Institution. The proposed land use designation is Industrial. The development of an Amazon Delivery Station will provide job opportunities for residents and increase

business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

The project is consistent with the following General Plan policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our Prosperous Community P2.8 Build economic development capacity

b. The proposed development is consistent with adopted development standards for the zone and complies with all other applicable provisions of the Municipal Code.

The project includes a request for a Zone Change (No. 20-3) from SP-11 – Faith Community Church to Manufacturing (M-1). The proposed project will revitalize and modernize an existing 177,440 square foot building and make improvements to an existing parking lot that surrounds the building on three sides. New light standards with house shields to prevent lighting spill over to adjacent properties including the residential units to the east are proposed. In addition, new water efficient landscaping is proposed.

As proposed and conditioned, the project will comply with all development standards within the Manufacturing zone including landscape setbacks from adjacent residential uses, lighting, building height, setbacks, and parking.

c. Granting the permit would not be detrimental to the public interest, health, safety, and welfare and would not unreasonably interfere with the use or enjoyment of property in the vicinity of the subject property.

The proposed project will repurpose an existing building and parking lot for use as an Amazon Delivery Station. The existing 177,440 square foot building is located in the center of a 21.22 acre site. Residential uses are located north, south, and east of the site. The residential uses located north and south of the site are separated from the property by Badillo Street or San Bernardino Road which are 4-lane streets which will help minimize noise from the facility. In addition, the project includes the construction of two 12 foot high walls around the loading dock area located on the west side of the property to minimize sound to the surrounding properties.

The residential units located to the east of the site directly abuts one of the parking lots for the facility. This parking lot will be utilized for delivery van storage as well as a staging area where the vans stage before moving inside the building to load. A 6 foot wide landscape planter will be maintained along the east property line and new screen trees will be added to fill in any gaps in the existing landscape screen on the adjacent property.

The Mitigated Negative Declaration prepared for the project studied both traffic noise and on-site operational noise sources such as back-up alarms and determined no significant environmental impact would occur. The project as designed and conditioned will be compatible with the uses within the vicinity and would not be detrimental to the public interest, health, safety, and general welfare and would not unreasonably interfere with the use and enjoyment of property.

d. The site is physically suitable for the type, density and intensity of the development being proposed, including vehicle access and circulation, utilities, and the absence of physical constraints.

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The project is an infill development and is located within an urbanized area where utility connections are readily available.

e. The architecture, site layout, location, shape, bulk and physical characteristics of the proposed development are compatible with the existing and future land uses, and do not interfere with orderly development in the vicinity.

The proposed project will revitalize and modernize an existing building and make improvements to an existing parking lot. All aspects of the site development are compatible with the existing and future land uses and do not interfere with orderly development in the vicinity. All site improvements and the proposed landscaping and will enhance the overall appearance of the site.

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Precise Plan No. 20-08 and Tree Removal Permit No. 21-12 are approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed, or,

at the developer's choice, shall be secured by bank or cash deposit or surety bond, satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued.

SECTION 3. The precise plan shall not be effective for any purpose until the applicant (or a duly authorized representative) has filed at the office of the Planning Director, his/her/its affidavit stating he/she/it is aware of, and accepts, all conditions of this precise plan as set forth below. Additionally, no permits shall be issued until the applicant (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The City Council approves the precise plan subject to the following conditions:

PLANNING DIVISION

a. The project shall comply with plans reviewed by the City Council on October 19, 2021

b. These conditions of approval shall be printed on or attached to the working drawings submitted to the Building Division for approval.

c. The project shall comply with all applicable standards of the West Covina Municipal Code.

d. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

e. The approved use shall be in compliance with the Noise Ordinance (Chapter 15).

f. This approval shall become null and void if the building permit is not obtained within two (2) years of the date of this approval.

g. The applicant shall sign an affidavit accepting all conditions of this approval.

h. That any proposed change to the approved plans be reviewed by the Planning Division, Engineering Division, Building Division, and Fire and Police Departments and that the written authorization of the Community Development Director shall be obtained prior to implementation.

i. Graffiti-resistant coatings shall be used on all walls, fences, sign structures or similar structures to assist in deterring graffiti.

j. Any graffiti that appears on the property during construction shall be cleaned or removed on the same business day.

k. All outstanding fees will be due at the time of building permit issuance.

l. This approval does not include approval of signs; a separate sign permit shall be obtained. All signs shall be required to comply with the City of West Covina Sign Code.

m. All approved materials and colors shall be clearly indicated on the plans.

n. All new ground-mounted, wall-mounted and/or roof-mounted equipment shall be screened from all views, in a manner that is architecturally compatible with the main building. Plans and elevations indicating the type of equipment and method of concealment shall be submitted to the Community Development Director for review and approval prior to the issuance of building permits.

o. The location of new electrical transformers, vaults, antennas, mechanical and all other equipment not indicated on the approved plans must be approved by the Community Development Director prior to the issuance of building permit. Provide construction details prior to issuance of a building permit.

p. An outdoor lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the Planning Division and the City Engineer.

q. All parking areas shall comply with requirements of the Parking Lot Design and Lighting standards.

r. The paved areas at the site shall be maintained clean and free of oil stains. All paved areas shall be pressure washed as needed to maintain the site in a clean and orderly manner.

s. That prior to final building permit approval, a detailed landscape and irrigation plan in compliance with AB 1881 and executive order 13-29-15 shall be submitted for all planted areas to be affected by project. Plans shall include type, size and quantity of landscape materials and irrigation equipment. All vegetation areas shall be automatically irrigated, and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced, and the site shall be kept free of diseased or dead plant materials and litter at all times

t. Comply with all requirements of the "Art in Public Places" ordinance (WCMC Chapter 17), prior to the issuance of building permits. Artwork shall be installed or required fee paid prior to issuance of Certificate of Occupancy.

u. All trees shall be indicated on the grading plan, including trees on, or near the property line on adjacent properties. The trees shall be marked as to whether they will be preserved or removed. Trees that are preserved should not be topped but should be pruned to preserve their natural form.

v. Any sidewalk, hardscape or parking facility, with potholes, broken, raised or depressed sections, large cracks, mud and/or dust, accumulation of loose material, faded or illegible pavement striping, or other deterioration shall be repaired.

w. Prior to requesting a final inspection, the Planning Division shall inspect the development.

x. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy per WCMC 23-273.

y. The applicant shall execute an indemnity agreement, in a form provided by the City and approved by the City Attorney, indemnifying the City against any and all actions brought against the City in connection with the approvals set forth herein.

z. All approved materials and colors shall be clearly indicated on the plans.

aa. The Zoning Code gives provisions for up to two one-year extensions to keep entitlements active. Therefore, prior to final approval, (if building permits have not been obtained) you are urged to file a letter with the department requesting a one-year extension of time. The required submittal is a letter stating the reasons why an extension is needed, as well as an applicable processing fee. Please be advised that the applicant will not be notified by the Planning Division about the pending expiration of the subject entitlement.

bb. Comply with all applicable mitigation measures listed in the Amazon Delivery Station DAX9 Project Mitigation Monitoring and Reporting Program Initial study and Mitigated Negative declaration.

cc. Rooftop mechanical equipment shall be screened in such a way to visually integrate with the building utilizing architectural screening or raised parapets.

dd. All outdoor trash areas shall be screened on all sides from public view by a minimum 5'6" high decorative block wall with a gate constructed of durable materials per the standard Engineering Division plans. If the trash enclosure is visible form the public right-of-way, an architectural cover shall be required. An architectural cover is required and the approval of construction details by the Building Division is required prior to construction.

ee. The project shall pay Development Impact Fees of $1.54 per square foot (or current fee) prior to Building permit issuance.

ENGINEERING DIVISION

gg. The second sheet of building plans, grading plans and/or offsite improvement plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

hh. The building shall be addressed and an application to assign address shall be filed with Engineering Division prior to plan check submittal.

ii. Remove and replace broken and off-grade sidewalk per SPPWC standard plan 113-2, and as directed by the City Engineer or his/her designee.

jj. Remove and replace broken and off-grade curb and gutter per SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee.

kk. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector before final inspection.

ll. Relocate water meter from the sidewalk as directed by the City Engineer or his/her designee

mm. If required, install new street lights to match existing street light standards in the street block per County design standards and as directed by the City Engineer or his/her designee.

nn. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:

- Install crack seal and Type II slurry on existing AC pavement on Badillo Street, or
- Grind existing pavement to a depth of 4" and overlay new AC on San Bernardino Road, or
- Pay an in-lieu fee equal to the estimated cost of street rehabilitation based on Los Angeles County Land Development Division Bond Calculation Sheets prior to the issuance of building permits.

oo. Should the proposed work generate a cut into any public right of way infrastructure (street, sidewalk, driveway, curb & gutter, etc.):

i. street paving shall be along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee.

ii. sidewalk reconstruction shall be in accordance with SPPWC Standard Plan 113-2, and as directed by the City Engineer and/or his/her designee.

iii. driveway apron reconstruction shall be in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.

iv. curb and gutter reconstruction shall be in accordance with SPPWC Standard Plan 111-5 and as directed by the City Engineer or his/her designee.

pp. Underground all utility services to the property.

qq. Conduct a sewer capacity study of existing sewer facilities that serve the proposed development. The developer shall either pay in-lieu fees equal to the estimated cost (based on Los Angeles County Land Development Division Bond Calculation Sheets) of the proposed development's percentage of design capacity of the existing sewer system prior to the issuance of building permits or provide sewer improvements to deficient sewer segments serving the subject property to the satisfaction of the City Engineer.

rr. A geotechnical and soils investigation report is required including infiltration rate at stormwater BMP locations and pavement structural section recommendations, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;
b) Observation of the removal of all unsuitable soils and other materials;
c) The approval of soils to be used as fill material;
d) Inspection of compaction and placement of fill;
e) The testing of compacted fills; and
f) The inspection of review of drainage devices.

ss. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

tt. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

uu. Stormwater Planning Program LID Plan Checklist (Form PC) completed by

Engineer of Record shall be copied on the first sheet of Grading Plans. The form can be found at the following link https://www.westcovina.org/home/showdocument?id=18427

vv. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.

ww. LID review shall be completed prior submitting grading plans for plan review. Grading plans shall be submitted including the proof of approval of LID or exemption of LID.

xx. Prepare a hydrology/hydraulic study of existing and proposed development per the Los Angeles County Hydrology Manual.

yy. Project shall be reviewed and approved by the City Traffic Engineer, prior to the issuance of permits. Any improvement measures needed as a result of findings from the traffic study shall be made at the sole cost to the property owner/developer.

zz. Required street dedications shall include those portions of roadways contiguous to subject property be recorded in the Office of the Los Angeles County Recorder prior to the issuance of any Building Permits and/or Engineering Permits to the satisfaction of the City Engineer.

aaa. Prior to the final building permit(s) inspection and approval, inspection by Public Works inspector is required.

bbb. The access rights to interior lots and private streets from public roadways shall be dedicated to the City to the satisfaction of the City Engineer.

ccc. Sidewalks (with trees in tree wells or in parkways) shall be constructed along roadways contiguous to subject property adjacent to curb or R/W line to the satisfaction of the City Engineer.

ddd. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.

eee. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.

fff. Easements contiguous to the street right-of-way shall be granted for utility, street lighting, and traffic signing purposes to the satisfaction of the City Engineer.

ggg. Private street improvements shall comply with Municipal Code Chapter 19, Article 8, and Planning Commission Resolution No. 2519.

hhh. Prior to (issuance of Building Permit), all of the following requirements shall be satisfied:

1. A final grading and drainage plan showing existing and proposed elevations and drainage structures (and showing existing and proposed on-site and off-site improvements) shall be submitted to and approved by the Planning Department and Engineering Division.

2. Arrangements for the installation of streetlights with underground wiring shall be made with Southern California Edison Company. At the time of installation, the applicant shall provide the necessary trenching and backfill. Submit two sets of the subdivision and/or development plans to the Engineering Division, Traffic and Lighting Section, to be used for designing the street lighting system.

3. A parking lot lighting plan showing electrolier types and locations, average illumination levels, points of minimum illumination and photometric data in conformance with Planning Commission Resolution No. 2513 and as requested shall be submitted to and approved by the City Engineer.

iii. Provide will serve letter from the water purveyor that services the project area.

BUILDING DIVISION

jjj. All Conditions of Approval shall appear as notes on the plans submitted for building plan check and permits.

kkk. Building design shall comply with the 2020 County of Los Angeles Building Codes and 2019 California Green Building Standards Code and California Energy Code. Plans shall be submitted for plan check and required permits shall be obtained from the Building & Safety Division prior to start of construction.

lll. Separate application(s), plan check(s), and permit(s) is/are required for:

1. Tenant Improvements
2. Grading *(see Engineering Division for requirements)*
3. Demolition work
4. Retaining walls *(see Engineering Division for requirements)*
5. Required masonry or concrete perimeter walls or trash enclosures
6. Signs

7. Fire sprinkler/Alarm systems *(see Fire Department Prevention Bureau for requirements)*
8. Plumbing
9. Mechanical
10. Electrical

mmm. All tenant improvement work including package conveyor system construction shall be completed with a valid permit and in accordance with applicable Building Regulations. Final building inspection and approvals shall be completed prior to the occupancy of the building.

FIRE DEPARTMENT

nnn. Based on the preliminary information received, the required Fire Department requirements* for the above-noted project are:

1. NFPA 13 Fire Sprinkler System
2. NFPA Fire Alarm/Fire Sprinkler Monitoring System
3. NFPA 10 Fire Extinguishers
4. Maintain 20 ft. Minimum – Fire APPOARATUS ACCESS ROAD
5. Fire lane identification – Signage. – Painted red curbs and striping must be completed prior to final
6. Premises identification/address numbers must be added and approved by fire code official prior to final
7. Existing or proposed gates and barricades must be provided with a gate card reader if mechanical or a KnoxBox if manual

ppp. Additional Fire Department Requirements may be set upon future review of a full set of architectural plans.

POLICE DEPARTMENT

qqq. Install CCTV surveillance within the complex at all points of ingress/egress, as well as at all of the ingress/egress points from the street since there will be so much vehicle and pedestrian traffic.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED this 19th day of October, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

For:
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-104 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

For:
Lisa Sherrick
Assistant City Clerk

RESOLUTION NO. 2021-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING OF TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET

WHEREAS, there was filed with this Commission a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a tentative parcel map to:

Combine two existing lots into one on that certain property described as:

Assessor's Parcel Numbers 8334-029-906, in the records of the Los Angeles County Assessor; and

WHEREAS, a precise plan has been submitted for the approval of repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22. acre site; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and recommended that the City Council approve the tentative parcel map; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the tentative tract map application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The applicant is requesting approval of a parcel map to allow two lots to be combined into one lot.

2. The proposed project includes a precise plan for repurposing an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on the 21.22 acre site.

3. Appropriate findings for approval of parcel map are as follows:

    a. That the proposed map is consistent with applicable general and specific plans.

    b. That the design or improvement of the proposed parcel map is consistent with applicable general and specific plans.

    c. That the site is physically suitable for the type of development.

d. That the site is physically suitable for the proposed density of development.

e. That the design of the parcel map or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.

f. Neither the design of the parcel map nor the type of improvements are likely to cause serious public health problems.

g. That the design of the parcel map or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.

4. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. On the basis of the evidence presented, both oral and documentary, the City Council makes the following findings:

a. The proposed map is consistent with the general plan and any applicable adopted specific plans.

An amendment to the City's General Plan land-use map to change the designation of the project site from Civic: Public Institution to Industrial to accommodate the proposed Amazon Delivery Station.

The proposed project is consistent with the following General Plan Policies:

- Our Prosperous Community P2.1 Maintain and enhance the City's current tax base
- Our prosperous Community P2.8 Build economic development capacity

The development of an Amazon Delivery Station will provide job opportunities for residents and increase business to surrounding businesses. In addition, the property is currently owned by Faith Church which as a nonprofit entity is exempt from paying property tax. An Industrial land use designation will allow the property to be sold for use as an Amazon Delivery Station and the City receive additional property taxes. In addition, the potential loss in sales tax revenues from Amazon will be addressed by the Development Agreement.

b. *The design or improvement of the proposed subdivision is consistent with the general plan and applicable adopted specific plans.*

The design and improvements of the proposed parcel map and precise plan are consistent with the General Plan in that the proposed Amazon Delivery Station, as conditioned, will be compatible with the single-family and multi-family residential and commercial uses in the vicinity. The project involves changing the land use designation of the project site from Civic: Public Institution to Industrial to allow the use of the property as an Amazon Delivery Station. The project conforms to all applicable development standards in the Zoning Code.

c. *The site is physically suitable for the type of development.*
The proposed project site is 21.22 acres, flat and is physically suitable for the proposed project and adequate to accommodate the Amazon Delivery Station. The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site is accessed from Badillo Street and San Bernardino Road. There are four existing driveways on Badillo Street. The two westernmost driveways on Badillo Street have full access with left turn lanes carved from the landscape median. The other two are restricted to right turns. All three driveways on San Bernardino Road currently have full access, but none feature a left turn lane from San Bernardino Road. The easternmost of these driveways would be restricted to right turns and the middle driveway on West San Bernardino Road would be relocated to the west to operate as an exclusive exit only for delivery vans.

The westerly most driveway, on San Bernardino Road, is to be relocated to align with Cutter Way and a new left turn pocket and a traffic light would be installed on San Bernardino Road. This will allow line-haul trucks approaching from the east to move out of traffic lanes before making a left turn into the delivery station. The existing vehicle access points and proposed new traffic light makes the site physically suitable for a parcel delivery station.

The site is served by all necessary utilities. Appropriate mitigation measures and conditions of approval will ensure that the site is improved in a manner consistent with City standards.

d. *The site is physically suitable for the proposed density of development.*

The proposed project will upgrade and modernize an existing building and make improvements to the existing parking lot. The site will be developed in accordance with the grading and construction requirements of the West Covina Municipal Code and the City Engineer.

e. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.*

The site consists of a 21.22-acre parcel developed with an existing 177,440 square foot building, parking and landscaping. No known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal, or migration corridors are present on site. A mitigated negative declaration was prepared for the project which included mitigation measures for biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation. All impacts would be avoided or reduced to less than significant levels after mitigation to ensure that the project will not cause substantial environmental damage or injure fish, wildlife, or their habitat.

f. *Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems.*

The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater and to other necessary utility services. The site will be developed in accordance with the standards of the Engineering Division, the Municipal Code, the Uniform Building Code, and other applicable requirements.

g. *The design of the subdivision or the type of improvements will either (i) not conflict with recorded or adjudged easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or (ii) alternate easements, for access or for use, will be provided, and these will be substantially equivalent to ones previously acquired by the public.*

There are no easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via San Bernardino Road and Badillo Street.

SECTION 2. Pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the tentative tract is approved subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Community Development Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said tentative tract map by the Planning Commission or City Council.

SECTION 3. The tentative tract shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Community Development Director, his affidavit stating he is aware of, and accepts, all conditions of this tentative tract map and precise plan, as set forth below. Additionally, no permits shall be issued until the owner

of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.

SECTION 4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.

SECTION 5. The City Council approves tentative tract map No. 83444 subject to the following conditions:

PLANNING DIVISION

1. Comply with plans reviewed by the City Council on October 18, 2021.

2. That the project complies with all requirements of the applicable standards of the West Covina Municipal Code.

3. Approval of this parcel map is contingent upon, and shall not become effective unless and until, approval of Precise Plan No. 20-08, General Plan Amendment No. 20-03, Zone Change No. 20-04, and Development Agreement No. 21-01.

4. These conditions of approval shall be printed on or attached to the working drawings submitted to the Engineering Division for approval.

5. The approved use shall not create a public nuisance as defined under Section 15-200 of the West Covina Municipal Code.

6. The applicant shall defend, indemnify, and hold harmless the City of West Covina, its agents, officers, and employees from any claim, action or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of this Parcel Map. The City will promptly notify the applicant of any such claim, action or proceeding against the City and will cooperate fully in the defense.

7. In the event the City determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant agrees to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with the applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.

8. That any proposed change to the approved parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Community Development Director shall be obtained prior to implementation.

9. The proposed parcel map shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.

10. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.

11. The applicant shall sign an affidavit accepting all conditions of this approval.

12. **ENGINEERING REQUIREMENTS**

    a. A park dedication in-lieu fee shall be paid to the City of West Covina prior to issuance of a Building Permit pursuant to Section 20-40 of the Municipal Code. The estimated park fee is approximately $21,900 [438 x (No. of lots) x $25/sqft (unit price of a developed park)]

    b. A final parcel map prepared by or under the direction of a registered civil engineer or licensed land surveyor shall be submitted to and approved by the City prior to being filed with the Los Angeles County Recorder.

    c. A soils report is required.

    d. A preliminary parcel map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final parcel map is filed with the Los Angeles County Recorder.

    e. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final parcel map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final parcel map.

    f. Monumentation of parcel map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

    g. All conditions from City Departments and Divisions shall be incorporated into the parcel map prior to submitting the parcel map for review.

    h. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the parcel map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

    i. Proof of Tax clearance shall be provided at the time of parcel map review submittal.

j. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit sepia mylar of the recorded map to the City Public Works Department.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 19th day of October, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

For:
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-105 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

For:
Lisa Sherrick
Assistant City Clerk

RESOLUTION NO. 2021-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 20-03 TO CHANGE THE GENERAL PLAN DESIGNATION AT 1211 E. BADILLO STREET FROM CIVIC: PUBLIC INSTITUTION TO INDUSTRIAL

WHEREAS, there was filed with this City a verified application on the forms prescribed for the following reclassification:

From Civic: Public Institution to Industrial on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

WHEREAS, local governments are authorized by Government Code section 65350 et seq., to amend the general plan; and

WHEREAS, the proposed Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

WHEREAS, consistent with this request, the applicant has also requested the approval of a new Precise Plan (No. 20-08) to allow for the development of an Amazon Delivery Station; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the general plan amendment application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The City adopted a new General Plan on December 20, 2016. The General Plan Land Use Maps were amended in November 7, 2017, November 5, 2019, May 4, 2021, and July 20, 2021.

2. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

3. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

4. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

5. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

6. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

7. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits.

8. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION 2. The City Council of the City of West Covina hereby adopts General Plan Amendment No. 20-03, amending the land use designation for the subject property as set forth on the Land Use Map of the Land Use Element as shown on Exhibit "A.

SECTION 3. All General Plan Amendments adopted by the City Council on the same day shall be considered as a single General Plan Amendment package.

SECTION 4. Should any provision of this Resolution, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Resolution

or the application of this Resolution to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of West Covina declares that it would have adopted all the provisions of this Resolution that remain valid if any provisions of this Resolution are declared invalid.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original resolutions.

APPROVED AND ADOPTED on this 19th day of October, 2021.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

For:
Lisa Sherrick
Assistant City Clerk

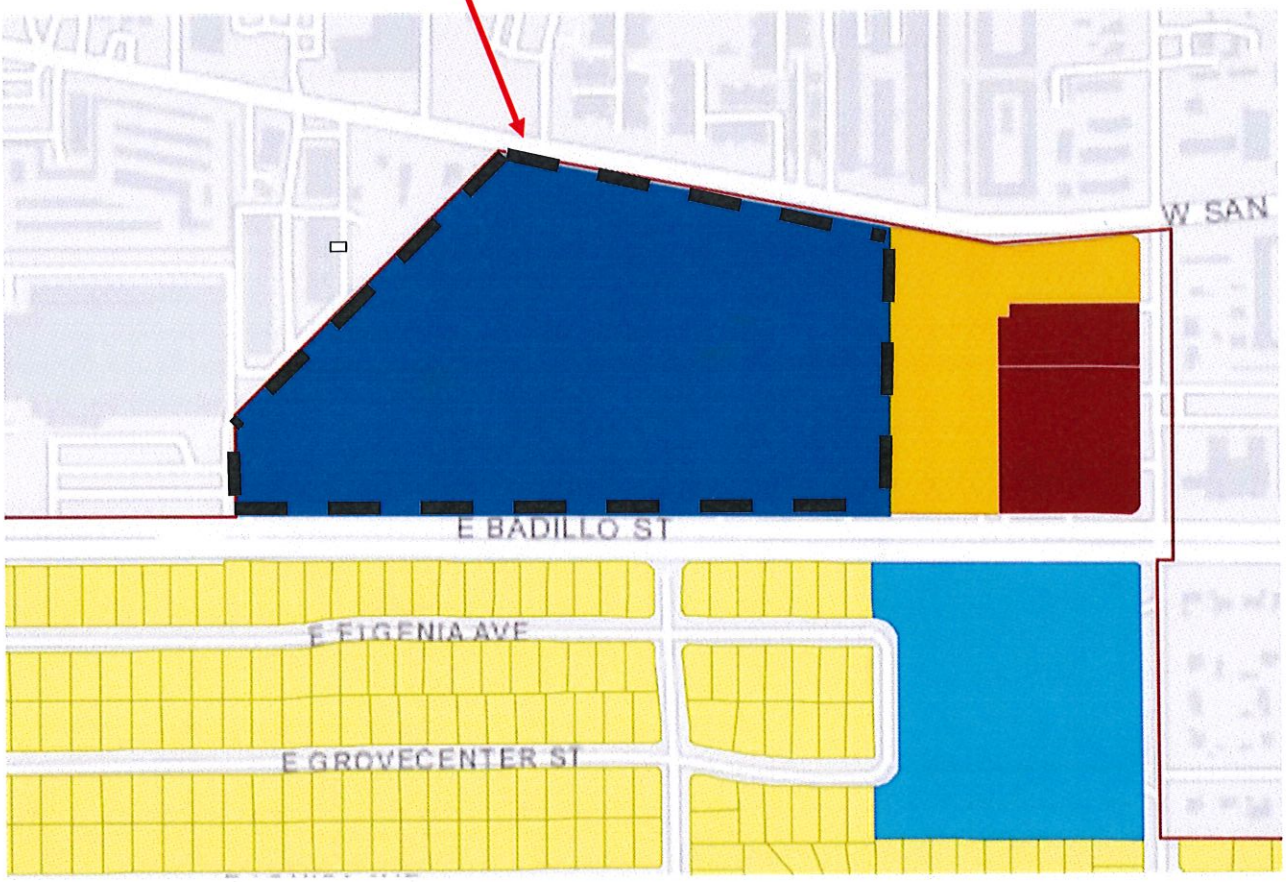
I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-106 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of October, 2021, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Wu
NOES:	Tabatabai
ABSENT:	None
ABSTAIN:	None

For:
Lisa Sherrick
Assistant City Clerk

EXHIBIT A

Subject Property: Civic: Public Institution
1211 E. Badillo Street



Indicates the area to be changed from "Civic: Public Institution" to "Industrial (I)"

ATTACHMENT NO. 2

GREENLAW
PARTNERS

VIA EMAIL (pmorales@westcovina.org)

August 21st, 2024

Paulina Morales
City of West Covina
1444 W Garvey Ave S
West Covina, CA 91790

RE: ENTITLEMENT EXTENSION REQUEST – 1211 EAST BADILLO STREET

Dear Paulina,

On behalf of GO West Covina Owners, LLC, we are requesting a one-year extension to the entitlement package that was approved by City Council for our property on October 19th, 2021. Our property is located at APN: 8434-015-018 on the street address of 1211 East Badillo Street, West Covina, CA.

Our need for the extension is due to our leasing results at the property. The tenant we had initially partnered with for the entitlements has since vacated the opportunity, so we are currently on the market for lease to find a new industrial type tenant that will fit within our approved use. Current market conditions have proved challenging to find a new tenant during the duration of our entitlements, but we remain confident in our path moving forward. Our plans for the property remain consistent with our entitlements and M-1 Industrial zoning.

Should you have any questions regarding our request, please don't hesitate to reach out.

Sincerely,

Dean Navarro
GO West Covina Owners, LLC
Dean@greenlawpartners.com

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT - PROJECT NO. C24008**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the FY 23-24 Residential Street Rehabilitation Project (Project No. C24008) to Onyx Paving Company, Inc. as the lowest responsible bidder;
2. Authorize the City Manager execute the Construction Services Agreement with Onyx Paving Company, Inc. for $4,324,000, in such final form as approved by the City Attorney;
3. Authorize 10% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency;
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
6. Adopt the following resolution:

RESOLUTION NO. 2024-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2023-24 RESIDENTIAL STREET REHAB)

BACKGROUND:

On February 20, 2024, the City Council directed staff to implement a 5-year pavement program for a total budget of approximately $28.8 million over 5 years. As part of City's Pavement Management Program ("PMP"), the proposed project involves pavement rehabilitation and pavement maintenance work on the recommended streets. PMP is a planning and budgeting tool used to prioritize street paving and maintenance projects over a 10-year period. The approved PMP aims to increase PCI from the current 71 to 73 over the next 5 years.

The selected streets are based on the recommendations identified within the City's PMP for Fiscal Year (FY) 2023-24, and also per engineering field review and judgment. City engineering staff reviewed the PMP recommendations for residential street maintenance, conducted field reviews, and determined the final streets to be included in this year's (FY 2023-24) Residential Street Rehabilitation Project.

Major work components include construction of slurry seal, asphalt concrete resurfacing, reconstruction of localized asphalt repairs (pothole repairs), restoration of traffic loops, installation of traffic striping and related work.

As part of the project, approximately 1,300,000 square feet of pavement will receive asphalt slurry seal, and approximately 2,200,000 square feet of pavement will be resurfaced with new asphalt (coldmill and overlay). Coldmilling is the controlled removal of the surface of the existing pavement to the desired depth, with specially designed equipment to restore the pavement surface to a specified grade and cross-slope. Work also includes localized asphalt pothole repairs, markings and striping and related work. See Attachment No. 1 – Fiscal Year 2023-24 Residential Streets Rehabilitation Map and Locations for the streets included in this project.

DISCUSSION:

On August 3, 2024, staff advertised a construction bid package. The following nine (9) bids were received by the City at the Bid Opening held on September 5, 2024, at 2:00 PM.

Contractor Name	Total Bid Amount
Onyx Paving Company, Inc.	$4,324,000.00
Gentry Brothers	$4,389,639.80
COPP Contracting	$4,417,678.90
Calmex Engineering	$4,510,162.60
Vance Corporation	$4,596,184.05
All American Asphalt	$4,629,264.00
PALP dba Excel Paving Company	$5,048,235.55
RJ Noble Company	$5,049,361.20
Hardy and Harper, Inc.	$5,100,000.00

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Onyx Paving Company, Inc.

Lowest Responsive Bid

The lowest responsive bid was submitted by Onyx Paving Company, Inc. in the amount of $4,324,000.00. Following the City Council's approval, the City will enter into an agreement with Onyx Paving Company, Inc. The agreement is included as Attachment No. 2.

Project Timeframe

The field construction duration is 60 working days (approx. 3 months). Field construction is anticipated to start late 2024, and construction to be completed in March 2025.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and the resolution and approved them as to form.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Prepared by: Okan Demirci, PE, QSD/P

Fiscal Impact

FISCAL IMPACT:

The project estimate is outlined below:

Base Construction Contract	4,324,000
Proposed Construction Contingency (10%)	432,400
Subtotal Construction Estimate	**4,756,400**
Project Management and Administration (Including Preparation of Bid Docs)	195,000
Construction Management and Inspection	405,000
Newspaper Advertisement, Misc. Expenses	5,000
Total Project Estimate	**5,361,400**
Total Budget	**2,600,000**
(Over)/Under Budget	**-2,761,400**

The approved PMP calls for an investment of approximately $28.5 million over 5-years, years two through five were included in the FY2024-25 CIP Budget. However, the first year needs to be amended to allocate funding. Consistent with the previous recommendation, funding is proposed to come from SB1 and Measure M. The table below summarizes the proposed budget amendment.

Project	Fund	Current Budget Balance	Total Project Estimate	Proposed Budget Amendment
C24008, Residential Street Rehab Program FY 23-24	237, SB1	2,600,000	3,277,000	677,000
	235, Measure M	0	2,084,400	2,084,400
Total		**$2,600,000**	**$5,361,400**	**$2,761,400**

Attachments

Attachment No.1 - Project Location List

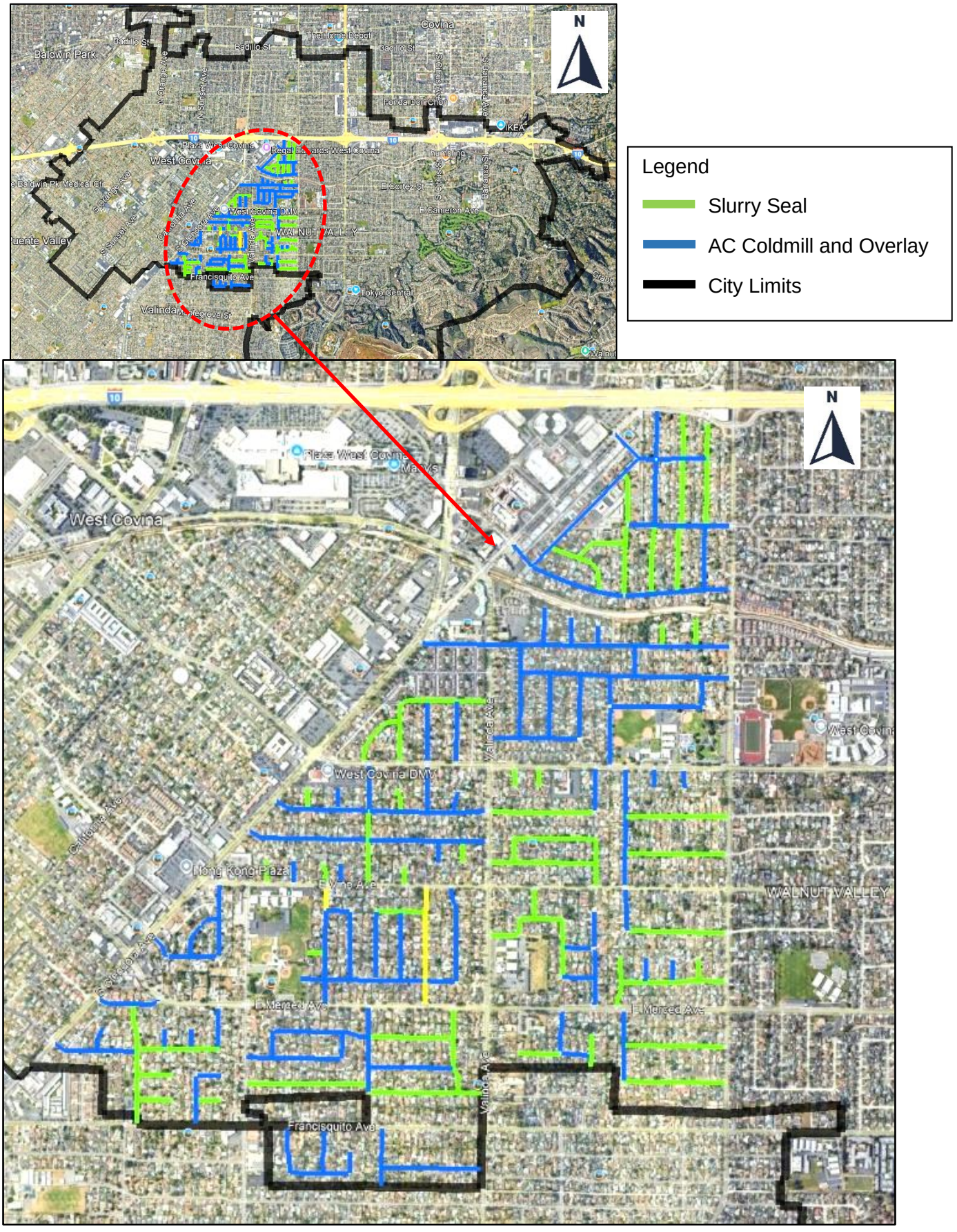
Attachment No. 2 - Construction Services Agreement

Attachment No.3 - Resolution 2024-62

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Creative and Active Community
Enhance City Image and Effectiveness

ATTACHMENT NO.1

FY 2023-24 RESIDENTIAL STREETS REHABILITATION LOCATION MAP & LIST



Street Name	Begin Location	End Location
ALWOOD ST	INDIAN SUMMER AVE	VALINDA AVE
ALWOOD ST	PRICEDALE AVE	FRANDALE AVE
ASHDALE ST	STUART AVE	END OF STREET
ASHDALE ST	WALNUT CREEK PKWY	STUART AVE
ASHWOOD ST	BANDY AVE	WALNUT CREEK PKWY
ASTELL AVE	SERVICE AVE	END OF STREET
ASTELL AVE	DALEWOOD ST	STUART AVE
ASTELL AVE	S. GARVEY AVE	DALEWOOD ST.
ASTELL AVE	STUART AVE	WALNUT CREEK PKWY
ASTELL AVE	CAMERON AVE	END OF STREET
ASTELL AVE	GREENVILLE DR	END OF STREET
AVINGTON AVE	SERVICE AVE	END OF STREET
AVINGTON AVE	LARKWOOD ST	MOBECK ST
AVINGTON AVE	CAMERON AVE	END OF STREET
AVINGTON AVE	GREENVILLE DR	END OF STREET
BANDY ST	DALEWOOD ST	WALNUT CREEK PKWY
BARBARA AVE	VALINDA AVE	HOLLY PL
BARBARA AVE	GLENDORA AVE	HOLLY PL
BENCOLA CT	VINE AVE	END OF STREET
BLUE DR	GRETTA AVE	BLUE DR
BLUE DR	BLUE DR	THACKERY ST
BUBBLING WELL RD	TRUMAN PL	VINE AVE
BUBBLING WELL RD	MERCED AVE	MICHELLE ST.
CEDARBROOK ST	ASHWOOD ST	PIMA AVE
CHARLINDA ST	VALINDA AVE	GRETTA AVE
CORONADO AVE	GREENVILLE DR	END OF STREET
CRAIG DR	VINE AVE	END OF STREET
CRAIG DR	VINE AVE	MERCED AVE
CRAIG DR	HERRING AVE	END OF STREET
CRAIG DR	CAMERON AVE	HOLLY PL
CRAIG DR	FRANCISQUITO AVE	ALWOOD ST
DALEWOOD ST	GARDEN GLEN AVE	GLENDORA AVE
DALEWOOD ST	GARDEN GLEN ST	ASHDALE ST
DAWLEY AVE	SERVICE AVE	END OF STREET
DAWLEY AVE	CAMERON AVE	MOBECK ST
DAWLEY AVE	LARKWOOD AVE	MOBECK ST
EMILY DR	PORTNER ST	MERLINDA ST
FLORENCE AVE	HOLLY PL	WALNUT AVE
FLORENCE AVE	MULLENDER AVE	END OF STREET
FLORENCE AVE	SILVER BIRCH PL	END OF STREET
FLORENCE AVE	VALINDA AVE	HOLLY PL
FRANDALE AVE	ALWOOD ST	FRANCISQUITO AVE
GARDEN GLEN ST	WALNUT CREEK PKWY	STUART AVE
GARDEN GLEN ST	STUART AVE	DALEWOOD ST
GARDEN GLEN ST	S. GARVEY AVE.	DALEWOOD ST.
GAYBAR AVE	SERVICE AVE	END OF STREET
GAYBAR AVE	LARKWOOD ST	CHARLINDA ST
GAYBAR AVE	CAMERON AVE	END OF STREET
GAYBAR AVE	PORTNER ST	VINE AVE
GREENVILLE DR	PIMA AVE	LARK ELLEN AVE
GREENVILLE DR	NEFF AVE	GRETTA AVE
GREENVILLE DR	CRAIG DR	END OF STREET
GREENVILLE DR	CRAIG AVE	SUSANNA AVE
GREENVILLE DR	SUSANNA AVE	SERENADE AVE
GRETTA AVE	SERVICE AVE	END OF STREET
GRETTA AVE	CHARLINDA ST	LARKWOOD ST
GRETTA AVE	VINE AVE	BLUE DR
GRETTA AVE	HERRING AVE	CAMERON AVE

Street Name	Begin Location	End Location
GRETTA AVE	TRUMAN PL	END OF STREET
GRETTA AVE	TRUMAN PL	MERCED AVE
GRETTA AVE	CITY BOUNDARY (S/ MICHELLE ST)	END OF STREET
HERRING AVE	VALINDA AVE	GRETTA AVE
HERRING AVE	PIMA AVE	LARK ELLEN AVE
HERRING AVE	HOLLY PL	GLENDORA AVE
HERRING AVE	VALINDA AVE	HOLLY PL
HOLLY PL	CAMERON AVE	NORTH END (MOBECK ST)
HOLLY PL	PORTNER ST	GREENVILLE DR
HOLLY PL	VINE AVE	HERRING AVE
HOLLY PL	HERRING AVE	CAMERON AVE
HOLLY PL	FLORENCE AVE	MERCED AVE
INDIAN SUMMER AVE	GREENVILLE DR	PORTNER ST
INDIAN SUMMER AVE	VINE AVE	END OF STREET
INDIAN SUMMER AVE	HERRING PL	END OF STREET
INDIAN SUMMER AVE	FRANCISQUITO AVE	CITY BOUNDARY
LARIMORE AVE	MICHELLE ST	END OF STREET
LARKWOOD ST	GRETTA AVE	VANDERWELL AVE
LARKWOOD ST	GRETTA AVE	LARK ELLEN AVE
LUCILLE AVE	WALNUT AVE	PRICEDALE AVE
LUCILLE AVE	SILVERBIRCH PL	END OF STREET
LUCILLE AVE	MULLENDER AVE	END OF STREET
LUCILLE AVE	HOLLY PL	SERENADE AVE
MCWOOD ST	PRIMEAUX AVE	LARK ELLEN AVE
MERCED PL	MERCED AVE	END OF STREET
MERLINDA ST	EMILY DR	VALINDA AVE
MICHELLE ST	HOLLY PL	RUSSELEE DR
MICHELLE ST	BUBBLINGWELL RD	WESTCOVE PL
MICHELLE ST	MULLENDER AVE	WESTCOVE PL
MICHELLE ST	MULLENDER AVE	GLENDORA AVE
MICHELLE ST	GRETTA AVE	NEFF AVE
MICHELLE ST	NEFF AVE	END OF STREET
MICHELLE ST	LARK ELLEN AVE	PRIMEAUX AVE
MICHELLE ST	HOLLY PL	SERENADE AVE
MOBECK ST	VALINDA AVE	HOLLY PL
MOBECK ST	AVINGTON AVE	DAWLEY AVE
MULLENDER AVE	MERCED AVE	FRANCISQUITO AVE
NEFF AVE	GREENVILLE DR	PORTNER ST
NEFF AVE	MERCED AVE	MICHELLE ST
PIMA AVE	LARKWOOD ST	SERVICE AVE
PIMA AVE	STUART AVE	WALNUT CREEK PKWY
PIMA AVE	STUART AVE	BANDY AVE
PIMA AVE	PORTNER ST	VINE AVE
PIMA AVE	CAMERON AVE	VINE AVE
PIMA AVE	MERCED AVE	GREENVILLE DR
PIMA AVE	GREENVILLE DR	END OF STREET
PORTNER ST	LARK ELLEN AVE	PIMA AVE
PORTNER ST	NEFF AVE	EMILY DR
PORTNER ST	SUSANNA AVE	HOLLY PL
PORTNER ST	PRICEDALE AVE	CRAIG DR
PRICEDALE AVE	GREENVILLE DR	PORTNER ST
PRICEDALE AVE	LUCILLE AVE	MICHELLE ST
PRICEDALE AVE	END OF STREET	ALWOOD ST
PRIMEAUX AVE	MCWOOD ST	MERCED AVE
RUSSELEE DR	VINE AVE	END OF TREET
RUSSELEE DR	MICHELLE ST	LUCILLE AVE
SERENADE AVE	CAMERON AVE	MOBECK ST
SERENADE AVE	END OF STREET	BARBARA AVE

Street Name	Begin Location	End Location
SERENADE AVE	HERRING AVE	END OF STREET
SERENADE AVE	GREENVILLE DR	VINE AVE
SERENADE AVE	FLORENCE AVE	MERCED AVE
SERVICE AVE	LARK ELLEN AVE	GLENDORA AVE
SHARONLEE DR	HERRING AVE	END OF STREET
SHARONLEE DR	VINE AVE	END OF STREET
SILVER BIRCH PL	BUBBLING WELL DR	TRUMAN PL
SILVER BIRCH PL	FRANCISQUITO AVE	LUCILLE AVE
SILVER BIRCH PL	MICHELLE ST	END OF STREET
STUART AVE	LARK ELLEN AVE	PIMA AVE
SUSANNA AVE	MOBECK ST	CAMERON AVE
SUSANNA AVE	BARBARA AVE	END OF STREET
SUSANNA AVE	CAMERON AVE	HERRING AVE
SUSANNA AVE	VINE AVE	MERCED AVE
THACKERY ST	VALINDA AVE	GRETTA AVE
THACKERY ST	PIMA AVE	LARK ELLEN AVE
TRUMAN PL	BUBBLINGWELL DR	END OF STREET
TRUMAN PL	CRAIG DR	END OF STREET
TRUMAN PL	GRETTA AVE	NEFF AVE
VANDERWELL AVE	CAMERON AVE	END OF STREET
VANDERWELL AVE	CHARLINDA ST	SERVICE AVE
WALNUT CREEK PKWY	GLENDORA AVE	PIMA AVE
WALNUT CREEK PKWY	PIMA AVE	LARK ELLEN AVE
WESCOVE PL	GLENDORA AVE	END OF STREET
WESCOVE PL	MICHELLE ST	END OF STREET
SERENADE AVE	CAMERON AVE	MOBECK ST
SERENADE AVE	END OF STREET	BARBARA AVE
SERENADE AVE	HERRING AVE	END OF STREET
SERENADE AVE	GREENVILLE DR	VINE AVE
SERENADE AVE	FLORENCE AVE	MERCED AVE
SERVICE AVE	LARK ELLEN AVE	GLENDORA AVE
SHARONLEE DR	HERRING AVE	END OF STREET
SHARONLEE DR	VINE AVE	END OF STREET
SILVER BIRCH PL	BUBBLING WELL DR	TRUMAN PL
SILVER BIRCH PL	FRANCISQUITO AVE	LUCILLE AVE
SILVER BIRCH PL	MICHELLE ST	END OF STREET
STUART AVE	LARK ELLEN AVE	PIMA AVE
SUSANNA AVE	MOBECK ST	CAMERON AVE
SUSANNA AVE	BARBARA AVE	END OF STREET
SUSANNA AVE	CAMERON AVE	HERRING AVE
SUSANNA AVE	VINE AVE	MERCED AVE
THACKERY ST	VALINDA AVE	GRETTA AVE
THACKERY ST	PIMA AVE	LARK ELLEN AVE
TRUMAN PL	BUBBLINGWELL DR	END OF STREET
TRUMAN PL	CRAIG DR	END OF STREET
TRUMAN PL	GRETTA AVE	NEFF AVE
VANDERWELL AVE	CAMERON AVE	END OF STREET
VANDERWELL AVE	CHARLINDA ST	SERVICE AVE
WALNUT CREEK PKWY	GLENDORA AVE	PIMA AVE
WALNUT CREEK PKWY	PIMA AVE	LARK ELLEN AVE
WESCOVE PL	GLENDORA AVE	END OF STREET
WESCOVE PL	MICHELLE ST	END OF STREET

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. C24008
FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of October 1, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and ONYX PAVING COMPANY, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the FY 23-24 Residential Street Rehabilitation Project, City Project No. C24008 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(e) Bonds, attached hereto as Exhibit C and incorporated herein;
(f) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and
(g) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of

the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Million Three Hundred Twenty-Four Thousand Dollars ($4,324,000.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon

the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within sixty (60) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Corey R. Kirshner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by

the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified

utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current

A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance

showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of

Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of

1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such

court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the

liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor:
Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim, CA 92806
Attn: Corey R. Kirschner

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
Corey R. Kirshner
Chief Executive Officer

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Stephanie Sikkema
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

III. BID DOCUMENTS

PROPOSAL

Project No: 24008
FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT

SUBMITTED BY: ONYX PAVING COMPANY, INC.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

PROPOSAL SCHEDULE

Project No: 24008
FY 23-24 RESIDENTIAL STREET
REHABILITATION PROJECT

BASE BID SCHEDULE					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
1	Cold-mill 1.5" existing AC pavement.	2,192,505	SF	$ 0.37	$ 811,226.85
2	Edge grind (1" at the edges to 0" at centerline, 6' wide) by Cold Mill existing AC pavement.	65,100	SF	$ 0.37	$ 24,087
3	Construct AC overlay (Variable Thickness 1"), Type C2-PG 64-10. Work includes crack sealing.	430	TON	$ 102	$ 43,860
4	Construct AC overlay (Variable Thickness 1.5"), Type C2-PG 64-10. Work includes crack sealing.	21,585	TON	$ 102	$ 2,201,670
5	Construct quick set emulsion aggregate Slurry Seal Type II (cationic) with 2½ percent latex additive. Work includes crack sealing. Remove existing striping and pavement markings, prior to applying slurry seal.	1,310,610	SF	$ 0.28	$ 366,970.80
6	Localized R&R areas at various locations as necessary. Work includes removing existing AC pavement section to 6" depth. Construct 2" AC type C2-PG 64-10 over 4" AC type B-PG 64-10 over 8" scarified and compacted subgrade.	10,500	SF	$ 18	$ 189,000
7	Adjust water valve to grade.	30	EA	$ 696	$ 20,880
8	Adjust storm drain/sewer manhole frame and cover to grade.	288	EA	$ 696	$ 200,448
9	Remove and reconstruct existing concrete Curb and Gutter per SPPWC 120-3 to match existing at various locations. Work shall include 12" wide by 8" deep AC pavement slot cut and restore it AC, Type C2-PG 64-10, full depth of AC.	1,650	LF	$ 128	$ 211,200
10	Concrete Curb removal and replacement at various locations. Work shall include 12" wide by 8" deep AC pavement slot cut and restore it AC, Type C2-PG 64-10, full depth of AC.	91	LF	$ 128	$ 11,648

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BASE BID SCHEDULE					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
11	Install pavement striping and marking including reflective pavement markers.	1	LS	$ 231,102.35	$ 231,102.35
12	Remove, restore, and reinstall traffic detector loop and connect wires to existing lead in cables to match existing, (verify type, number and location on the field).	11	EA	$ 777	$ 8,547
13	Install two way blue reflective pavement hydrant marker.	120	EA	$ 28	$ 3,360
TOTAL BASE BID AMOUNT IN NUMBERS					$ 4,324,000
TOTAL BASE BID AMOUNT IN WORDS: Four million three hundred twenty four thousand dollars even.					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: COREY R. KIRSCHNER

Date of Inspection: 8/30/2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name:		Address:	
Pavement Rehab Company, Inc		2890 E. La Cresta, Anaheim, CA	
Description of Work: Concrete work			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714-238-1444	1051374	1000064823	$222,848

Sub-Contractors Name:		Address:	
Pavement Rehab Company, Inc.		Anaheim, CA	
Description of Work: Crack seal			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714-238-1444	1051374	1000064823	$142,000

Sub-Contractors Name:		Address:	
Manhole Adjusting Inc.		Pico Rivera, CA	
Description of Work: Utilities adjusting			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
323-558-8000	398443	1000004104	$215,040

Sub-Contractors Name:		Address:	
Case Land Surveying, Inc.		Orange, CA	
Description of Work: Survey			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714-628-8948	L5411	1000001533	$112,500

Percent of work to be performed by sub-contractors: 24.69 **%**
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name:		Address:	
California Professional Engineering		La Puente, CA	
Description of Work: Traffic Loops			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
626-810-1338	793907	1000377609	$7,997

Sub-Contractors Name:		Address:	
Pavement Coatings Co.		Jurupa Valley, CA	
Description of Work: Slurry Seal			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714-826-3011	303609	1000003382	$283,978.10

Sub-Contractors Name:		Address:	
Superior Pavement Markings		Cypress, CA	
Description of Work: Striping			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714-995-9100	776306	1000001476	$83,326

Sub-Contractors Name:		Address:	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Percent of work to be performed by sub-contractors: 24.69 **%**
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (✓), in the sum of $ BIDDER'S BOND 10% is at least 10% of the amount bid.

Contractor: ONYX PAVING COMPANY, INC.

Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Fax Number: N/A

Telephone Number: 714-632-6699

Email Address: BIDS@ONYXPAVING.COM

By: _____
Signature of Contractor
COREY R. KIRSCHNER - CEO
Title

State of California Contractor's License:

Classification: A, C12 License No: 630360 Expiration: 10/31/2025

DIR Registration No: 1000004798

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"



REFERENCES FOR WORK PER BID SCHEDULE

Date: 9/3/2024

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543
Name and address of Public Agency

Name and Telephone No. of Project Manager JILLEEN FERRIS 951-765-2360

$2,528,000	VARIOUS STREET FULL DEPTH RECONSTRUCTION, ASPHALT PAVING	MAY 2024
Contract Amount	Type of Work	Date Completed

2.

CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754
Name and address of Public Agency

Name and Telephone No. of Project Manager ZIAD MAZBOUDI 626-532-2018

$1,269,000	CITYWIDE ASPHALT REPAIRS & SLURRY	APRIL 2024
Contract Amount	Type of Work	Date Completed

3.

CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780
Name and address of Public Agency

Name and Telephone No. of Project Manager ALI CAYIR 714-883-8677

$4,031,000	CITYWIDE STREET IMPROVEMENTS, ASPHALT PAVING	MAY 2023
Contract Amount	Type of Work	Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

REFERENCES FOR WORK PER BID SCHEDULE

Date: 9/3/2024

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543
Name and address of Public Agency

Name and Telephone No. of Project Manager JILLEEN FERRIS 951-765-2360

$2,528,000	VARIOUS STREET FULL DEPTH RECONSTRUCTION, ASPHALT PAVING	MAY 2024
Contract Amount	Type of Work	Date Completed

2.

CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629
Name and address of Public Agency

Name and Telephone No. of Project Manager SCOTT FISHER 760-814-7226

$1,314,878.59	CITYWIDE STREET IMPROVEMENTS	NOV 2022
Contract Amount	Type of Work	Date Completed

3.

CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752
Name and address of Public Agency

Name and Telephone No. of Project Manager CHUCK STAGNER 714-925-4628

$5,998,000	CITYWIDE STREET IMPROVEMENT	MAR 2024
Contract Amount	Type of Work	Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

Bid Bond
Page 1 of 2
(Use of City bond form is required)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Onyx Paving Company, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 24008 said work being: FY 23-24 Residential Street Rehabilitation Project as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and United Fire & Casualty Company & Munich Reinsurance America, Inc. a corporation organized and existing under the laws of the State of Iowa & Delaware, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Total Amount Bid ---------- Dollars ($ ----- 10% -----) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 3rd day of September, 2024.

Principal Onyx Paving Company, Inc.

By _____

Title Corey R. Kirschner - CEO

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"



Bid Bond
Page 2 of 2
(Use of City bond form is required)

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL January 2, 1946 CEDAR RAPIDS IOWA

Surety United Fire & Casualty Company & Munich Reinsurance America, Inc.

By _____

Title Cass Moore Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on September 3rd, 2024, in the City of Cedar Rapids, State of ~~California~~ Iowa.

--OR--

STATE OF ~~CALIFORNIA~~ IOWA)
) ss.
COUNTY OF ~~LOS ANGELES~~ LINN)

On this 3rd day of September 2024, before me, Barbara J. Malmberg a Notary Public, personally appeared Cass Moore, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara J. Malmberg
Notary Public in and for said
County and State

NOTARIAL SEAL IOWA BARBARA J. MALMBERG Commission Number 857045 My Commission Expires 7/2/2027

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

BARBARA J. MALMBERG
Commission Number 857045
My Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On September 3, 2024 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LESLIE ROCHA
Notary Public - California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Signature Leslie Rocha
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ufg INSURANCE

SURETY

United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

SURETY BOND SEAL ADDENDUM

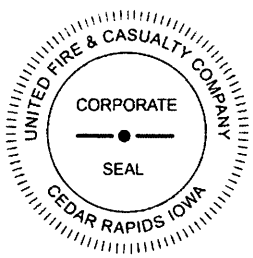
United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407

United Fire & Casualty Company has authorized its Attorneys-in-Fact to affix United Fire & Casualty Company corporate seal to any bond executed on behalf of United Fire & Casualty Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of United Fire & Casualty Company by its Attorney-in-Fact, United Fire & Casualty Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 3rd day of September, 2024.

United Fire & Casualty Company



By: _____
Kyanna M. Saylor, Vice President

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

Kyanna Saylor, Brad Hance, Steven C. Watters, Judith A. Jones, Mary Bertsch, Patricia Wiebel, Allison Nissen, Steven Kinney, Karri L. Murphy, Jordan Feltman, Gunner Tranel, Austin Nauman,. Nick Lenzen, Patti Waddell, Kathy Dake, Deb Gaskill, Carrie A. Gray, Patricia L. Niebes, Meredith Umstead, Cass Moore, Barbara J. Malmberg, Michelle L. Mullinex, Carol Davison, each individually

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00,
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of December, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: _____
Vice President

State of Iowa, County of Linn, ss:

On the 1st of December 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

_____
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of September, 2024.

By: _____
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

This paper has a colored background and void pantograph.

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:That Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware, with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Erle D Benton; Mary Bertsch; Brian Daniels; Jordan Feltman; Deb Gaskill; Bradley Hance; Judith A. Jones; Steven Kinney; Barbara J. Malmberg; Cass Moore; Michelle L. Mullinex; Austin Nauman; Patricia L. Niebes; Allison Nissen; Anthony Norrell

its true and lawful Attorney-in-Fact, at Cedar Rapids in the State of Iowa of him/her alone to have full power to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undetakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of seventy five million Dollars ($75,000,000.00)

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

This power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said Attorney(s)-in Fact is authorized to act of April 30, 2026

In Witness Whereof, Munich Reinsurance America, Inc. (formerly American Re-Insurance Company) has caused these presents to be signed by its President or one of its Vice-Presidents thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, this third day of April, 2024, at Princeton, N.J.

(Corporate Seal)

Munich Reinsurance America, Inc.

Attest.....

Ignacio Rivera, Assistant Secretary

By.....

Sarina Puccio, Senior Vice President

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX ss.:

On the third day of April, 2024, before me personally came Sarina Puccio, to me known, who being by me duly sworn did depose and say that he/she resides in New Hope, Pennsylvania that he/she is a Vice-President of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), the corporation described in and which executed the above instrument; that he/she knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

(Notarial Seal)

JILLIAN S. HAGUE
Notary Public of New Jersey

CERTIFICATE

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX ss.:

The undersigned Ignacio Rivera hereby certifies:

1. That the undersigned is Secretary or Assistant Secretary of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 27, 1975, and has not since been revoked, amended or modified.

"RESOLVED that each of the following officers of this Company, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be and he/she hereby is, authorized, from time to time in his/her discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by him/her necessary or desirable for the purpose of carrying on this Company's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Company's name and on its behalf, and under its seal or otherwise, bonds, obligations and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, reinsurance treaties, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's insurance and reinsurance business, and renewals, extensions, agreements, waivers, consents or stipulations renewing, extending, amending, supplementing, reinstating, or cancelling contracts or undertaking so made, or approving or consenting to the modification, alteration or assignment of agreements or specifications referred to in contracts or undertakings so made."

4. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Executive Committee of the Board of Directors of said Corporation duly held the first day of October, 1970, and has not since been revoked, amended or modified:

"Resolved, that the signature of any authorized officer of the Company and the Company seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

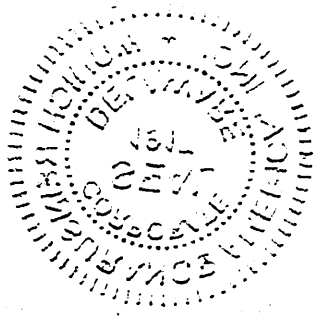
5. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of September 2024

(Corporate Seal)

Ignacio Rivera, Secretary

UFCC-3450-25



DocuGard 04541 – 6 Security Features
- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

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STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On SEPTEMBER 3RD, 2024 at ANAHEIM California.

Firm ONYX PAVING COMPANY, INC.

Street 2890 E. LA CRESTA AVE.

City ANAHEIM State CA Zip 92806

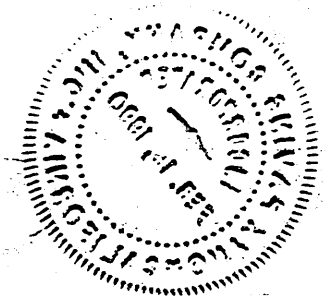
Signature

COREY R. KIRSCHNER
Name

CEO
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney



CERTIFICATION OF PRINCIPAL

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. (Section 1861, Labor Code.)

DATED: 9/3/2024

COREY R. KIRSCHNER - CEO
Signature of Principal

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney



AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

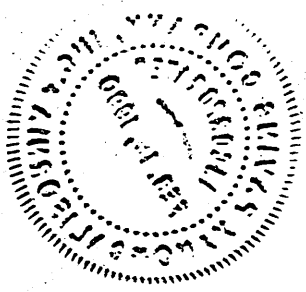
On behalf of ONYX PAVING COMPANY, INC.
(Name of Contractor/Vendor)
2890 E. LA CRESTA AVE. ANAHEIM, CA 92806
(Address)

I agree to the terms of this Agreement.

Signature _____

Title COREY R. KIRSCHNER - CEO





REFERENCES

PROJECT NAME: CITYWIDE ASPHALT REPAIRS PROJECT FY 21/22

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: FEB 2022 - NOV 2022

CONSULTING COMPANY: CITY OF DANA POINT - 33282 GOLDEN LANTERN, DANA POINT, CA 92629

CONTACT PERSON: SCOTT FISHER 760-814-7226

ORIGINAL CONTRACT AMOUNT: $1,595,000.00

FINAL CONTRACT AMOUNT: $1,314,878.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 ANNUAL ASPHALT CONCRETE OVERLAY PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENT

APPROXIMATE CONSTRUCTION DATES: SEP 2023- MAR 2024

AGENCY: CITY OF EASTVALE - 12363 LIMONITE AVE #910, EASTVALE, CA 91752

CONTACT PERSON: CHUCK STAGNER 714-925-4628

ORIGINAL CONTRACT AMOUNT: $5,858,000

FINAL CONTRACT AMOUNT: $5,998,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 2021-2022 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS PAVEMENT REHABILITATION & CONCRETE IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022 - MARCH 2023

AGENCY: CITY OF ARCADIA -240 W. HUNTINGTON DR, ARCADIA, CA 91007

CONTACT PERSON: JAN BALANAY 626-254-2726

ORIGINAL CONTRACT AMOUNT: $1,727,000.00

FINAL CONTRACT AMOUNT: $1,899,698.72

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 21-22 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: CITYWIDE STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: NOV 2022- MAY 2023

AGENCY: CITY OF TEMPLE CITY - 9701 E LAS TUNAS DR, TEMPLE CITY, CA 91780

CONTACT PERSON: ALI CAYIR 714-883-8677

ORIGINAL CONTRACT AMOUNT: $3,727,000

FINAL CONTRACT AMOUNT: $4,031,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 23-24 SLURRY SEAL AT VARIOUS LOCATIONS

PROJECT DESCRIPTION: CITYWIDE ASPHALT REPAIRS & SLURRY

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - APRIL 2024

AGENCY: CITY OF MONTEREY PARK -320 WEST NEWMARK AVE MONTEREY PARK, CA 91754

CONTACT PERSON: ZIAD MAZBOUDI 626-532-2018

ORIGINAL CONTRACT AMOUNT: $1,400,000

FINAL CONTRACT AMOUNT: $1,269,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: ACTUAL BID QUATITIES LESS THAN ORIGINAL BID QUANTITY.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: 22-23 SB1 PAVEMENT REHABILITATION PROJECT

PROJECT DESCRIPTION: VARIOUS STREET FULL DEPTH RECONSTRUCTION

APPROXIMATE CONSTRUCTION DATES: JAN 2024 - MAY 2024

AGENCY: CITY OF HEMET - 445 E FLORIDA AVENUE HEMET, CA 92543

CONTACT PERSON: JILLEEN FERRIS 951-765-2360

ORIGINAL CONTRACT AMOUNT: $2,020,000

FINAL CONTRACT AMOUNT: $2,528,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PARKS, CIVIC CENTER & SHERRIF STATION PARKING LOT REHABILITATION

PROJECT DESCRIPTION: ASPHALT REMOVAL & REPLACEMENT

APPROXIMATE CONSTRUCTION DATES: FEB 2024 - MAY 2024

AGENCY: CITY OF LAWNDALE - 14717 BURIN AVE LAWNDALE, CA 90260

CONTACT PERSON: NICK PETREVSKI 310-973-3265

ORIGINAL CONTRACT AMOUNT: : $486,486

FINAL CONTRACT AMOUNT: $601,000

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: CHANGE ORDER WORK FOR ADDITIONAL SCOPE OUTSIDE OF PROJECT LIMITS.

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: RESIDENTIAL STREET PAVEMENT REHABILITATION PROJECT, AREA 8

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: JULY 2022 - OCT 2022

AGENCY: CITY OF DOWNEY-11111 BROOKSHIRE AVE, DOWNEY, CA 90241

CONTACT PERSON: BRIAN ALENAN 562-904-7110

ORIGINAL CONTRACT AMOUNT: $3,227,000.00

FINAL CONTRACT AMOUNT: $3,553,442.43

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

LARGE PROJECT REFERENCES

PROJECT NAME: CULVER DRIVE IMPROVEMENTS FROM WALNUT AVENUE TO I-5 FREEWAY

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: SEPT 2022 - JAN 2023

CONSULTING COMPANY: CITY OF IRVINE - 6427 OAK CANYON, IRVINE, CA 92618

CONTACT PERSON: FARHAD BOLOURCHI 949-724-6689

ORIGINAL CONTRACT AMOUNT: $1,677,000.00

FINAL CONTRACT AMOUNT: $1,704,308.59

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: PHASING 6A - RESIDENTIAL STREET REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES:

CONSULTING COMPANY: CITY OF LA MIRADA - 15515 PHOEBE AVE, LA MIRADA, CA 90638

CONTACT PERSON: ERIC VILLAGRACIA 562-902-2373

ORIGINAL CONTRACT AMOUNT: $4,242,000.00

FINAL CONTRACT AMOUNT: $4,524,646.67

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: SCOPES Of WORK CHANGED BY AGENCY

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

PROJECT NAME: ROCHESTER AVENUE PAVEMENT REHABILITATION

PROJECT DESCRIPTION: STREET IMPROVEMENTS

APPROXIMATE CONSTRUCTION DATES: MARCH 2022-AUG 2022

AGENCY: CITY OF RANCHO CUCAMONGA - 10500 CIVIC CENTER DRIVE, RANCH CUCAMONGA, CA 91730

CONTACT PERSON: ROMEO DAVID 909-774-4070

ORIGINAL CONTRACT AMOUNT: $1,727,000.00

FINAL CONTRACT AMOUNT: $1,714,733.75

IF FINAL AMOUNT IS DIFFERENT FROM ORIGINAL AMOUNT, PLEASE EXPLAIN: FIELD QUANTITIES DIFFERED FROM BID SCHEDULE QUANTITIES

DID THE AGENCY FILE ANY CLAIMS AGAINST YOU? NO

REFERENCES

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction	**Centerpointe**	Moreno Valley	$3,187,914.00
1725 S. Grove Ave.	**Sycamore Bus. Park**	Riverside	$999,708.00
Ontario, CA 91761	**Hillwood Hofer Ranch**	Ontario	$603,600.00
Ph: 909-947-9467	**Interchange A-E**	San Bernardino	$1,288,615.00
Fax: 909-947-2970	**San Michelle Logistics**	Moreno Valley	$670,674.00
Contact: Casey Jones	**Terra Francesco**	Ontario	$524,216.00
KCS West, Inc.	**BP Refinery Maintenance Shop**	Carson	$896,357.00
901 Corporate Ctr, Dr, 3rd flr			
Monterey Park, CA 9174			
Ph: 323-269-0020			
Fx: 323-263-4576			
Contact: Matthew Vawter			
GMC Engineering, Inc.	**Edison**	Romoland	$1,623,480.00
1401 Warner Ave			
Tustin, CA 92780			
Ph: 760-744-133			
Fx: 714-247-1041			
Contact: Gennady			
Lusardi Construction	**FEDEX – Otay Mesa**	San Diego	$1,335,530.00
1570 Linda Vista Dr.	**Team Nissan**	Oxnard	$669,075.00
San Marcos, CA 92064	**Edge at Campus**	El Segundo	$541,385.00
Ph: 760-744-3133	**Carmax**	Oxnard	$606,443.00
Fax: 760-744-9064	**Seabridge**	Oxnard	$329,460.00
Contact Scott Staley			

Haagen Company, LLC 12302 Exposition Blvd Los Angeles, CA 90064 Ph: 310-820-1200 Fx: 310-820-1225 Contact: Chris Fahey	**Empire Polo Club**	Indio	$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd St. Louis, MO 63119 Ph: 314-963-0715 Fx: 314-963-7114 Contact: Chris Wilson	**Scannell FEDEX**	Burbank	$1,125,958.00
Grant General Contractors 5051 Avenida Encinas Carlsbad, CA 92008 Ph: 760-438-7500 Fx: 760-438-3056 Contact: Pete Burrows	**Whittier Area Community Church**	Whittier	$625,920.00
	Crevier BMW	Santa Ana	$30,600.00

ASPHALT RUBBER HOT MIX REFERENCES:

GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
GMC ENGINEERING, INC. 1401 Warner Ave, Ste B. Tustin, CA 92780 Ph: 714-247-1040 Fx: 714-247-1041 Contact: Gennady Chizik	**Katella Ave. St. Improv** **Various Projects**	Los Alamitos	$120,000.00
R.D OLSON CONSTRUCITON, INC. 2955 Main Street, 3rd Floor Irvine, CA 92614 Ph: 949-474-2001 Fx: 949-474-1534 Contact: Jeremy Dunn	**Lido House Hotel**	Newport Beach	$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT 714-632-6699 OR VIA EMAIL AT ***COREY@ONYXPAVING.NET***

CREDIT REFERENCES

ONYX PAVING COMPANY, INC

2890 E. LA CRESTA AVE

ANAHEIM, CA 92806

PHONE: (714) 632-6699	DATE ESTABLISHED 1/4/90	CORP. TAX ID. # 33-0394344
FAX: (714) 632-1883	TYPE OF WORK - ASPHALT PAVING	CONTRACTORS LIC. # 630360-A

PRESIDENT: COREY R. KIRSCHNER — 14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST — 4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807

PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART — 15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780

PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: — TURNER SURETY AND INSURANCE BROKERAGE, INC.

5 HUTTON CENTRE, STE. 730, SANTA ANA, CA 92707

PHONE: (714) 915-4032 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP.	P.O. BOX 10, HIGHLAND, CA 92346	(909) 382-7400 **Steve Matich**
ALL AMERICAN	P.O. BOX 2229, CORONA, CA 92878	(951) 736-7600 **Cari**
KELTERITE CORP.	12231 PANGBORN AVE.DOWNEY, CA	(562) 401-0011 **Gladys**
VULCAN MATERIALS CO.	16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702	(858) 530-9414 **Debbie**

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO, CA 91761	(909) 947-9467 **Casey Jones**
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO	(858) 513-7199 **Steve Davey**
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	(949) 748-1500 **Mark Bundy**
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	(760) 796-7700 **Justin Sinnott**

RESUME

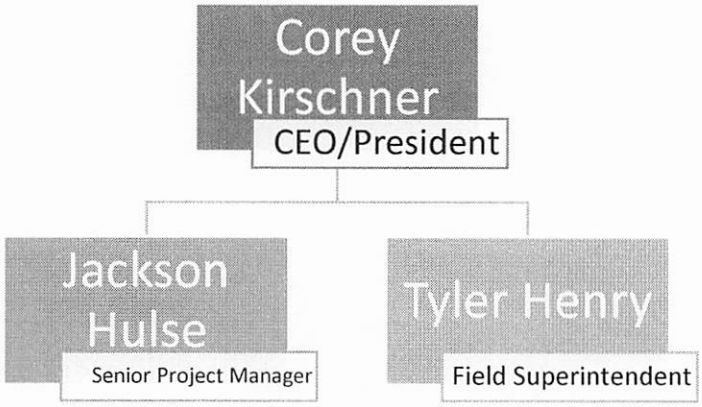
Corey Kirschner has over 20 years of experience both as an estimator and CEO. Corey is an experienced estimator and lead a majority of those years being the Chief Estimator before becoming CEO and President of Onyx Paving Company, Inc. Over the short period of time here at Onyx Paving, Corey has completed over 3,000 paving projects, allowing the company to gross over $50 million dollars in the previous year.

Jay Kirschner, Senior Project Manager, holds a Bachelor's Degree from Chapman University and has 7 years of experience upholding the maintenance supervisor and lead estimator position for Onyx Paving. He leads our team, with the project managers under his direct supervision, in managing our productions and coordinating our field mobilizations for all projects.

Tyler Henry, Field Superintendent, serves as the core of all field related matters. He has over 20 years of paving experience performing jobs that stretches from San Diego County to Ventura County. Tyler has been with Onyx in completing all of our Public Works projects. Overseeing the on-site laborers, cement masons, and operating engineers is one of his many responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner, and Tyler Henry oversee 100% of all current project in attached backlog.



Key Individual Responsibilities:

Corey Kirschner

- Manage overall operations and resources of company
- Decision maker of corporation

Jackson Hulse

- Lead project management team with organization
- Overseeing overall project scheduling, budgeting, and dispatching on all projects
- Main point of communications between company and agencies

Tyler Henry

- Lead and manage on-site labors and operators
- Coordinate daily operations and project production
- Ensuring project quality expectations are met

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

ONYX PAVING COMPANY INC

License Number 630360

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING

Witness my hand and seal this day,

January 4, 2019

Issued October 9, 1991

Mario Richardson, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

RL-29 (REV. 10/17)

AUDIT NO: 606583

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **630360** Entity CORP

Business Name ONYX PAVING COMPANY INC

Classification(s) A C12

Expiration Date 10/31/2025 www.cslb.ca.gov

Department of Industrial Relations
STATE OF CALIFORNIA

APPLICATION FOR
PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2024

Contractor Information

Contractor Name: ONYX PAVING COMPANY, INC.

Trade Name:

License Type Number: 1000004798

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: ANAHEIM

Physical Business Address: 2890 E. LA CRESTA AVENUE

Physical Business State: CA

Physical Business Postal Code: 92806

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: ANAHEIM

Mailing Address: 2890 E. LA CRESTA AVENUE

Mailing State: CA

Mailing Postal Code: 92806

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: davidw@onyxpaving.com

Applicant's Email: davidw@onyxpaving.net

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: ZURICH AMERICAN INSURANCE COMPANY

Inception Date: 10/01/2022

Policyholder Name: Onyx Paving Company Inc

Expiration Date: October 12, 2023

Policy Number: WC106300504

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, David Wiltfong, the undersigned, am , ONYX PAVING COMPANY, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 10:00 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: ONYX PAVING COMPANY, INC.

04

DIR State of California Department of Industrial Relations ESTD 1927

eCPR Public Search DW

Public Works Support DW David Wiltfong

Logout

Contractors

Projects

Services

Your information

TRANSACT0003992

Transaction Record

First Name

David

Last Name

Wiltfong

Payment Amount

400

Payment Period

1

Registration Valid Date

2024-07-01

User Account Email

davidw@onyxpaving.com

Confirmation Number

24071791440573

*Status

Successful

Number

TRANSACT0003992

Payment URL

Click here

Is this registration a renewal of an existing registration

Yes

Terms & Conditions
Privacy Policy
Disclaimer
Nondiscrimination Notice
Accessibility
dir.ca.gov

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ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
ONYX PAVING COMPANY, INC,
(a California corporation)

August 20th, 2024

The undersigned director, constituting the entire board of directors (the "Board") of Onyx Paving Company, Inc., a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

ONYX PAVING COMPANY INC
LICENSE# 630360 DIR# 1000004798

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Richard DeVos
Chief Financial Officer

X

Jay Kirschner
Vice President, Secretary, Treasurer

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities to all Employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles), religion or religious creed (including religious dress or grooming practices), color, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), genetic information, gender, gender identity and gender expression, sexual orientation, transgender status, transitioning status, national origin, ancestry, citizenship status, uniform service member status, military and veteran status, marital status, age, protected medical condition, physical or mental disability, holding or presenting a driver's license issued under Cal. Vehicle Code Section 12801.9, or any other protected status in accordance with all applicable federal, state, and local laws.

Company policy also prohibits unlawful discrimination based on the perception that anyone has any of the above characteristics, or is associated with a person who has or is perceived as having any of the above characteristics. Discrimination can also include failing to reasonably accommodate religious dress and grooming practices, or individuals with mental or physical disabilities where the accommodation does not pose an undue hardship.

This Policy extends to all aspects of the Company's employment practices, including, but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment, as well as providing wages at the same rate for one sex as those of the opposite sex, and at the same rate for any race/ethnicity as another race/ethnicity, who perform substantially similar work (consisting of similar skill, effort, and responsibility), under similar working conditions.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If an Employee requires an accommodation to perform the essential functions of their job, the Employee must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations that will enable the Employee to perform the essential functions of the job.

Employees with questions or concerns about discrimination in the workplace should bring these issues to the attention of Human Resources, or any member of management. Employees can raise concerns, report problems, or make complaints without fear of retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including separation of employment.

ONYX PAVING COMPANY, INC.

COREY R. KIRSCHNER
CEO, PRES, VP, SEC, TREA

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ONYX PAVING COMPANY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2890 E. LA CRESTA AVE.

Requester's name and address (optional)

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
3	3	-	0	3	9	4	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 03/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Burnham WGB Insurance Solutions
CA Insurance License 0F69771
15901 Red Hill Avenue
Tustin CA 92780

License#: 0F69771

CONTACT NAME: Michael Tran
PHONE (A/C, No, Ext): 714-824-8384 **FAX (A/C, No):** 714-573-1770
E-MAIL ADDRESS: michael.tran@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Comp	40142
INSURER B : Zurich American Insurance Comp	16535
INSURER C : Scottsdale Indemnity Co	15580
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Onyx Paving Company, Inc.
2890 E. La Cresta Avenue
Anaheim CA 92806-1816

ONYXPAV-01

COVERAGES **CERTIFICATE NUMBER:** 1519793494 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			BCS2000426	3/14/2024	10/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP106300605	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC106300505	10/1/2023	10/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

GL Additional Insured Form #CG 20 10 12 19 and CG 20 37 12 19
GL Additional Insured State-Permits Form #CG 20 12 12 19
GL Primary and Non-Contributory Form #CG 20 01 12 19
GL Waiver of Subrogation Form #CG 24 04 12 19
GL Per Project Form #GLS-332s 01 12
See Attached...

CERTIFICATE HOLDER

Onyx Paving Company, Inc.
2890 E. La Cresta Ave.
Anaheim CA 92806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT -- READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED
In the office of the Secretary of State
of the State of California

OCT-01 2018

This Space for Filing Use Only

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659078

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

a. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
8. SECRETARY COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
COREY KIRSCHNER

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL — CITY — STATE — ZIP CODE
2890 E. LA CRESTA AVE., ANAHEIM, CA 92806

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018	AFSHIN HAKIM	ATTORNEY	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GB88157

FILED

(in the office of the Secretary of State of the State of California

JAN-03 2020

This Space for Filing Use Only

1. CORPORATE NAME
ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER
C1659076

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☑ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE		CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY		CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4		CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/03/2020	ANA BARBRA RAYPON	OFFICE MANAGER/CONTROLLER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 (REV 01/20 (S)) APPROVED BY SECRETARY OF STATE

California Environmental Protection Agency

Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

ONYX PAVING COMPANY, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2694

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

ATTACHMENT NO. 3

RESOLUTION NO. 2024-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2023-24 RESIDENTIAL STREET REHAB)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 7, 2024, the City Manager presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-2025 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-06, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 1st day of October, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-62 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 1st day of October, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

Fiscal Year 2024-25
Budget Amendment No. 2025-06
FY2023-24 Residential Street Rehab

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 235 - Measure M			
Revenue	2,869,220	0	2,869,220
Expenditures	5,957,010	677,000	6,634,010
Net Transfers	0	0	0
Net Change in Fund Balance	**-$3,087,790**	**-$677,000**	**-$3,764,790**
Fund 237 - SB1			
Revenue	2,924,101	0	2,924,101
Expenditures	4,875,000	2,084,400	6,959,400
Net Transfers	567,200	0	567,200
Net Change in Fund Balance	**-$1,383,699**	**-$2,084,400**	**-$3,468,099**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS - PROJECT NO. C23028**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the Traffic Signal Improvements at Various Signalized Intersections (Project No. C23028) to Select Electric, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute the Construction Services Agreement with Select Electric, Inc. for $2,659,949.00, in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

BACKGROUND:

On November 1, 2020, the City submitted the Highway Safety Improvements Program (HSIP) Cycle 10 grant funding request to the State, for Traffic Signal Improvements at 10 Intersections, Citywide. The proposed improvements as part of the grant funding request application included various traffic signal improvements for traffic and pedestrian safety, including installation of new traffic signal heads, pedestrian countdown head displays, pedestrian push buttons, installation of left turn phasing (protected left turn) at applicable locations, new signal poles, mast arms, pedestrian accessibility (ADA) improvements including curb ramps, signage, striping and related improvements.

On October 4, 2022, the City received $3,184,700 for the proposed project under HSIP Cycle 10 program. The awarded funds include design and construction of the proposed improvements. HSIP grant funding comes from Caltrans and requires the City to meet various requirements to receive the grant funds. The City was given the greenlight from Caltrans in July 2024 to proceed with awarding the construction bid. Caltrans HSIP funds are received as a reimbursement basis, requiring the City to obtain approval to proceed with the construction bid advertisement (otherwise, such funds may be lost). Therefore, staff coordinated with Caltrans to obtain the construction allocation approval from Caltrans, prior to advertising the construction bid package.

The project locations include 10 existing signalized intersections, where the existing traffic signal system will be upgraded to new standards to improve vehicle and pedestrian safety. The project locations include the following intersections (Attachment No. 1 - Project Location Map).

1. Sunset Ave & Merced Ave
2. Cameron Ave & Orange Ave
3. Vincent Ave & Puente Ave
4. Lark Ellen Ave & Badillo St
5. Lark Ellen Ave & Rowland Ave
6. Hollenbeck Ave & Cameron Ave
7. Azusa Avenue & Fairgrove Ave
8. Amar Road & Temple Ave
9. Amar Road & Shadow Oak Drive
10. Sentous Ave & La Puente Road

The project includes installation of traffic signal standards (poles, mast arms, signal heads, controllers, cabinets, etc). Some of the materials have a long material procurement lead time (pole procurement lead time is approx. 5-6 months). The field construction duration is 274 working days (approx. 14 months). Field construction is anticipated to start late 2025 (after long lead time materials are procured), and construction is anticipated to be completed in late 2026.

DISCUSSION:

On August 3, 2024, staff advertised a construction bid package. The following four (4) bids were received by the City at the Bid Opening held on September 5, 2024, at 3:00 PM.

Contractor Name	Base Bid Amount (Award is based on this amount)	Additive/Deductive Bid Amount	Total Bid Amount (Base + Additive/Deductive)
Select Electric, Inc.	$2,488,536.00	$171,413.00	$2,659,949.00
Elecnor Belco, Inc.	$2,618,888.00	$281,486.00	$2,900,374.00
DBX, Inc.	$3,372,997.00	$167,260.00	$3,540,257.00
Alfaro Communications	$3,374,443.90	$216,369.12	$3,590,813.02

According to the project specifications, the contract award decision is based on the Total Base Bid Amount only. Additive and Deductive Alternate Bid Items are not taken into consideration in determining the lowest responsible bidder.

The lowest base bid amount was submitted by Select Electric, Inc. in the amount of $2,488,536. Therefore, Select Electric Inc. was determined to be the apparent low bidder.

The project also includes additive alternate scope to abandon existing traffic loops, and install new video detection system at the signalized intersections, to be considered as optional additive scope to the construction agreement. Video detection offers greater flexibility and efficiency by covering multiple lanes and detecting vehicles across a broader area, unlike traffic loops, which are limited to specific locations in the pavement. This means video systems can adjust to varying traffic patterns more effectively and handle diverse vehicle sizes, including bicycles and motorcycles. Additionally, video detection systems are less invasive to install and maintain, avoiding the need to disrupt traffic for pavement cuts and repairs. In contrast, traffic loops are prone to damage from road construction or wear and tear, leading to more frequent maintenance and higher long-term costs. Furthermore, video systems provide valuable real-time data that can be used for traffic analysis, enhancing overall intersection management and safety. The total additive bid amount submitted by Select Electric, Inc. is $171,413.

The combined bid amount total including base bid amount and additive bid amount as submitted by the apparent low bidder, Select Electric, Inc., is $2,659,949. Awarding the additive bid as part of the

agreement does not change the bid ranking, and Select Electric, Inc. is still determined to be the lowest responsive bid.

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Select Electric, Inc.

Lowest Responsive Bid

The lowest responsive bid was submitted by Select Electric, Inc. in the amount of $2,488,536.00. The combined bid amount including base bid amount and additive bid amount is $2,659,949. Staff recommends that the City Council award the Construction Services Agreement to Select Electric, Inc. and authorize the City Manager to execute the Construction Services Agreement with Select Electric, Inc. for $2,659,949, in such final form as approved by the City Attorney. The agreement is included as Attachment No. 2.

Project Timeframe

- **Material Procurement** - starting early to mid 2025 with 5-6 months lead time
- **Field Construction** - starting late 2025; approximately 14 months total (274 working days)
- **Project Completion** - late 2026; work at each intersection will be completed at different times throughout the duration of the project with prioritization based on higher traffic safety concerns (i.e. number of traffic collisions)

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Prepared by: Okan Demirci, PE, QSD/P

Fiscal Impact

FISCAL IMPACT:

The following is the breakdown of the project estimate:

Base Bid	$2,488,536.00
Additive	$171,413.00
Original Contract Total	$2,659,949.00
Contingency allowance (15%)	$398,992.35
Total Construction Estimate	**$3,058,941.35**
Project Management and Administration	$60,000.00
Design Engineering	$194,123.15

Construction Management, Inspection and Materials Testing/Inspection	$273,738.96
Newspaper Advertisement, SCE, Misc. Expenses	$5,000.00
Total Project Estimate	**$3,591,803.46**

The funds available for this project are as follows:

Project No.	Funds	Budget	Total Estimate	(Over)/Under
C23028	Fund 144 (Highway Safety Improvement Program)	3,874,460	3,591,803	282,657
	Total	**$3,874,460**	**$3,591,803**	**$282,657**

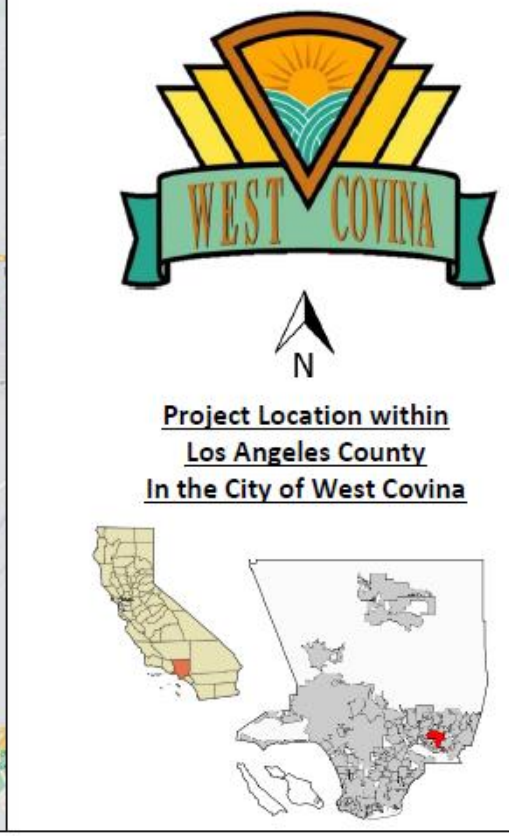
Attachments

Attachment No.1 - Project Location Map

Attachment No. 2 - Construction Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Creative and Active Community
Enhance City Image and Effectiveness





LEGEND

City Boundary

HSIP Countermeasures Selected:

- ✓ **CM #1:** S02 - Signal Modification: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number.
- ✓ **CM #2:** S07 - Signal Modification: Provide protected left turn phase (left turn lane already exists).
- ✓ **CM #3:** S17PB - Ped & Bike: Install pedestrian countdown signal heads.

PROJECT LOCATIONS

1. Sunset Avenue & Merced Avenue
2. Cameron Avenue & Orange Avenue
3. Vincent Avenue & Puente Avenue
4. Lark Ellen Avenue & Badillo Street
5. Lark Ellen Avenue & Rowland Avenue
6. Hollenbeck Avenue & Cameron Avenue
7. Azusa Avenue & Fairgove Avenue
8. Amar Road & Temple Avenue
9. Amar Road & Shadow Oak Drive
10. Sentous Avenue & La Puente Road

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. C23028
TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of October 1, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and SELECT ELECTRIC, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Traffic Signal Improvements at Various Signalized Intersections, City Project No. C23028 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(e) Bonds, attached hereto as Exhibit C and incorporated herein;
(f) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and
(g) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Million Six Hundred Fifty-Nine Thousand Nine Hundred Forty-Nine Dollars ($2,659,949.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum includes Contractor's Base Bid in the amount of Two Million Four Hundred Eighty-Eight Thousand Five Hundred Thirty-Six Dollars ($2,488,536.00) and Contractor's Additive and Deductive Alternate Bid in the amount of One Hundred Seventy-One Thousand Four Hundred Thirteen Dollars ($171,413.00). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract

Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within two hundred seventy-four (274) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

James Staab, VP of Operations

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all

activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified

main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations,

claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-

sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury

to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the

costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely

difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor:
Select Electric, Inc.
1700 E. Via Burton,
Anaheim, CA 92806
Attn: James Staab

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of

the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
James Staab
VP of Operations

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Stephanie Sikkema
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

III. BID DOCUMENTS

PROPOSAL

Project No: 23028
TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS, HSIP CYCLE 10 IMPROVEMENTS, HSIPL-5259(030)

SUBMITTED BY: Select Electric, Inc.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

PROPOSAL SCHEDULE

Project No: 23028
TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS, HSIP CYCLE 10 IMPROVEMENTS, HSIPL-5259(030)

BASE BID SCHEDULE
WORK INCLUDES ALL PROJECT PLAN SHEETS

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
General					
1	Mobilization	1	LS	$167,920	$167,920
2	Traffic Control	1	LS	$50,000	$50,000
3	Temporary Traffic and Electrical Systems	1	LS	$60,788	$60,788
4	Signal Turn-On	1	LS	$5,000	$5,000
Major Traffic Signal Improvements (Intersections 1-4, 6, 10)					
5	Remove Type 332 Cabinet and Foundation	1	EA	$4,212	$4,212
6	Furnish and Install Type 332 Cabinet and Foundation	1	EA	$41,563	$41,563
7	Furnish and Install Econolite Cobalt Controller and All Appurtenances to Provide a Complete Operation System as shown on plan	6	EA	$11,105	$66,630
8	Furnish and Install Type III-BF Service Cabinet and Pedestal	2	EA	$8,790	$17,580
9	Remove and Salvage Existing Traffic Signal Controller	6	EA	$972	$5,832
10	Furnish and Install Battery Backup System	1	EA	$15,106	$15,106
11	Furnish and Install 2" Conduit	525	LF	$63	$33,075
12	Furnish and Install 3" Conduit	680	LF	$140	$95,200
13	Furnish and Install 4" Conduit	845	LF	$162	$136,890
14	Connect new and existing conduit	1	EA	$341	$341

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BASE BID SCHEDULE WORK INCLUDES ALL PROJECT PLAN SHEETS					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
15	Furnish and Install pull box into existing conduit	29	EA	$ 461	$13,369
16	Furnish and Install #5 pull box	3	EA	$ 2,410	$ 7,230
17	Furnish and Install #6 pull box	27	EA	$2,558	$ 69,066
18	Furnish and Install #6E pull box	2	EA	$2752	$ 5,504
19	Remove and salvage pull box	28	EA	$ 317	$ 8,876
20	Furnish and Install 1-DLC	389	LF	$ 2	$ 778
21	Furnish and Install 2-DLC	1490	LF	$ 1	$ 1,490
22	Furnish and Install 5-DLC	50	LF	$ 1	$ 50
23	Remove existing DLC	1630	LF	$ 1	$ 1,630
24	Furnish and Install 2#8 Signal Service Wires	50	LF	$ 3	$ 150
25	Furnish and Install Various Size Signal Wire (6 phases)	2	EA	$6,551	$ 13,102
26	Furnish and Install Various Size Signal Wire (8 phases)	4	EA	$9,989	$ 39,956
27	Remove and salvage small pole and foundation (1A or smaller)	5	EA	$1,440	$ 7,200
28	Remove and salvage large pole and foundation (15 or larger)	16	EA	$ 2,425	$ 38,300
29	Furnish and Install Ped Post and foundation	5	EA	$2,137	$ 10,685
30	Furnish and Install 1-A pole and foundation	2	EA	$4,493	$ 8,986
31	Furnish and Install 15, 17, or 19 pole and foundation	7	EA	$12,866	$ 90,062
32	Furnish and Install 24 or 26 pole and foundation	13	EA	$ 22,905	$297,765
33	Cover holes in pole left from removal of existing PPB	2	EA	$ 1,892	$ 3,784
34	Furnish and Install Mast arm (30'-40')	14	EA	$ 7,326	$ 102,564

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BASE BID SCHEDULE WORK INCLUDES ALL PROJECT PLAN SHEETS					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
35	Furnish and Install Mast arm (45'-55')	2	EA	$ 10,698	$ 21,396
36	Furnish and Install 3-12" Vehicle Head (MAS)	42	EA	$ 858	$ 36,036
37	Furnish and Install 3-12" Vehicle Head (TV-1-T)	18	EA	$ 1,104	$ 19,872
38	Furnish and Install 3-12" Vehicle Head (SV-1-T)	29	EA	$ 1,067	$ 30,943
39	Furnish and Install 3-12" Vehicle Head (SV-2-TA)	1	EA	$ 1879	$ 1,879
40	Furnish and Install High Visibility Yellow Reflective Backplate	91	EA	$ 378	$ 34,398
41	Furnish and Install Countdown Pedestrian Head (SP-1-T)	48	EA	$ 791	$ 37,968
42	Remove and salvage existing vehicle head	36	EA	$ 132	$ 4,752
43	Remove and salvage existing pedestrian head	28	EA	$ 132	$ 3,696
44	Furnish and Install Audible Push Button	48	EA	$ 1,297	$ 62,256
45	Furnish and Install Luminaire	20	EA	$ 1,094	$ 21,880
46	Furnish and Install IISNS and all accessories	16	EA	$ 2,910	$ 46,560
47	Furnish and Install New Sign	14	EA	$ 477	$ 6,678
48	Remove and salvage existing sign	1	EA	$ 372	$ 372
49	Remove and salvage existing sign and post	1	EA	$ 108	$ 108
50	Furnish and Install new sign and post	1	EA	$ 581	$ 581
51	Relocate existing sign	2	EA	$ 138	$ 276
52	Furnish and Install 2'x11' white ladder xwalk	11510	SF	$ 3	$ 34,530
53	Furnish and Install 2'x11' yellow ladder or continental xwalk	2750	SF	$ 3	$ 8,250
54	Furnish and Install 2'x13' yellow ladder xwalk	3715	SF	$ 3	$ 11,145

BASE BID SCHEDULE WORK INCLUDES ALL PROJECT PLAN SHEETS					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
55	Furnish and Install 12" white limit line	840	LF	$ 5	$ 4,200
56	Furnish and Install Type IV (L) arrow per Caltrans Standard Plan A24A	1	EA	$ 239	$ 239
57	Remove existing striping	1	LS	$ 35,121	$ 35,121
58	Furnish and Install New Ramp Complete	6	EA	$ 17,636	$ 105,816
59	Remove ramp	6	EA	$ 6,465	$ 38,790
60	Furnish and Install and cut back median nose complete	2	EA	$ 11,254	$ 22,508
61	Relocate EVP	5	EA	$ 2,794	$ 13,970
62	Relocate wireless antenna	1	EA	$ 1,159	$ 1,159
63	Relocate wireless connection	1	EA	$ 1,159	$ 1,159
64	Relocate existing camera & solar panel battery	1	EA	$ 4,057	$ 4,057
65	Relocate existing police equipment cell	1	EA	$ 4,057	$ 4,057
Minor Traffic Signal Improvements (Intersections 5, 7, 8, 9)					
66	Furnish and Install IISNS on bolt-on mast arm	1	EA	$ 5,007	$ 5,007
67	Remove and salvage existing IISNS	1	EA	$ 318	$ 318
68	Furnish and Install 3-12" Vehicle Head	50	EA	$ 765	$ 38,250
69	Furnish and Install SV-1-T traffic signal mounting bracket.	14	EA	$ 553	$ 7,742
70	Furnish and Install SV-2-TA traffic signal mounting bracket.	1	EA	$ 640	$ 640
71	Furnish and Install SV-2-TB traffic signal mounting bracket.	2	EA	$ 687	$ 1,374
72	Furnish and Install SV-3-TA traffic signal mounting bracket	1	EA	$ 788	$ 788
73	Furnish and Install TV-1-T traffic signal mounting bracket.	4	EA	$ 569	$ 2,276

BASE BID SCHEDULE WORK INCLUDES ALL PROJECT PLAN SHEETS					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
74	Furnish and Install TV-2-T traffic signal mounting bracket.	2	EA	$ 658	$ 1,316
75	Furnish and Install MAS traffic signal mounting bracket.	18	EA	$ 333	$ 5,994
76	Furnish and Install High Visibility Yellow Reflective Backplate	50	EA	$ 378	$ 18,900
77	Remove And Salvage Existing 3-8" Traffic Signal Head	13	EA	$ 132	$ 1,716
78	Remove And Salvage Existing 3-12" Traffic Signal Head	36	EA	$ 132	$ 4,752
79	Furnish and Install Countdown Pedestrian Signal Head	23	EA	$ 510	$ 11,730
80	Furnish and install SP-1-T pedestrian signal mounting bracket.	23	EA	$ 405	$ 9,315
81	Remove And Salvage Existing Pedestrian Signal Head And Mounting Bracket.	23	EA	$ 132	$ 3,036
82	Furnish and install APS PPB city approved equal. Reuse existing wires	24	EA	$ 1,297	$ 31,128
83	Remove and salvage existing PPB	26	EA	$ 132	$ 3,432
84	Cover holes in pole left from removal of existing PPB	2	EA	$ 1,892	$ 3,784
85	Furnish and Install 2-#14 AWG Wires	1	EA	$ 1,550	$ 1,550
86	Furnish and install 12" White limit line	410	LF	$ 5	$ 2,050
87	Furnish and install 2'x11' white ladder xwalk	6035	SF	$ 3	$ 18,105
88	Furnish and install 2'x11' yellow ladder xwalk	2980	SF	$ 3	$ 8,940
89	Furnish and Install New Loops	202	EA	$ 497	$ 100,394
90	Abandon. If applied to conduit, remove conductors	1	LS	$ 9,707	$ 9,707
91	Furnish and Install conduit into existing pull box	14	EA	$ 461	$ 6,454
92	Furnish and Install 2" Conduit	1550	LF	$ 70	$ 108,500
93	Splice new wires to existing loops	12	EA	$ 341	$ 4,092

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

BASE BID SCHEDULE WORK INCLUDES ALL PROJECT PLAN SHEETS					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
94	Furnish and Install 1-DLC	460	LF	$ 2	$ 920
95	Furnish and Install 2-DLC	3170	LF	$ 2	$ 6,340
96	Furnish and Install 3-DLC	50	LF	$ 1	$ 50
97	Furnish and Install 4-DLC	120	LF	$ 1	$ 120
98	Remove existing DLC	2650	LF	$ 1	$ 2,650
99	Furnish and Install #5 pull box	13	EA	$ 2,410	$ 31,330
TOTAL BASE BID AMOUNT IN NUMBERS					$ 2,488,536
TOTAL BASE BID AMOUNT IN WORDS: Two Million, Four Hundred Eighty Eight Thousand, Five Hundred Thirty Six Dollars and zero cents.					

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
Deduct Bid Item 89	Furnish and Install New Loops	202	EA	(minus) $ 497	(minus) $ 100,394
Deduct Bid Item 90	Abandon. If applied to conduit, remove conductors	1	LS	(minus) $ 7,765	(minus) $ 7,765
Deduct Bid Item 91	Furnish and Install conduit into existing pull box	14	EA	(minus) $ 461	(minus) $ 6,454
Deduct Bid Item 92	Furnish and Install 2" Conduit	1550	LF	(minus) $ 70	(minus) $ 108,500
Deduct Bid Item 93	Splice new wires to existing loops	12	EA	(minus) $ 341	(minus) $ 4,092
Deduct Bid Item 94	Furnish and Install 1-DLC	460	LF	(minus) $ 2	(minus) $ 920

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
Bid Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
Deduct Bid Item 95	Furnish and Install 2-DLC	3170	LF	(minus) $ 2	(minus) $ 6,340
Deduct Bid Item 96	Furnish and Install 3-DLC	50	LF	(minus) $ 1	(minus) $ 50
Deduct Bid Item 97	Furnish and Install 4-DLC	120	LF	(minus) $ 1	(minus) $ 120
Deduct Bid Item 98	Remove existing DLC	2650	LF	(minus) $ 1	(minus) $ 2,650
Deduct Bid Item 99	Furnish and Install #5 pull box	13	EA	(minus) $ 2,410	(minus) $ 31,330
Add 100	Furnish and Install new Iteris Video Detection Camera System Complete	32	EA	$11,129	$ 356,128
Add 101	Abandon Loops	1	LS	$ 4,612	$ 4,612
Add 102	Mobilization	1	LS	$ 10,000	$ 10,000
Add 103	Traffic Control	1	LS	$ 8,500	$ 8,500
Add 104	Temporary Traffic and Electrical Systems	1	LS	$ 60,788	$ 60,788
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN NUMBERS					$ 171,413
TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS: One Hundred Seventy One Thousand, Four Hundred Thirteen Dollars and zero Cents.					

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.
The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Landon Smith

Date of Inspection: 8/20/24

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. None Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name:		Address:	
Smithson Electric, Inc.		1938 E. Katella Ave. Orange, CA. 92867	
Description of Work:			
Loops			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714.997.9556	614518	1000001610	$83,830.00

Sub-Contractors Name:		Address:	
EBS General Engineering, Inc.		1345 Quarry St. # 101 Corona, CA. 92879	
Description of Work:			
Civil			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
915.279-6869	720016	1000005295	$139,582.00

Sub-Contractors Name:		Address:	
Superior Pavement Markings		5312 Cypress St. Cypress, CA. 90630	
Description of Work:			
Signing & Striping			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
714.995-9100	776306	1000014776	$106,076.00

Sub-Contractors Name:		Address:	
Maneri Traffic Control, Inc.		4949 2nd St. Fallbrook, CA. 92028	
Description of Work:			
Traffic Control			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
951.695-5104	1017741	1000043135	$10,000.00

Percent of work to be performed by sub-contractors: 10 %
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $ 265,994.90 is at least 10% of the amount bid.

Contractor: Select Electric, Inc.

Address: 1700 E. Via Burton

Anaheim, CA. 92806

Fax Number: 562-658-2201

Telephone Number: 619-460-6060

Email Address: estimating@selectelectricinc.com

By: _____
Signature of Contractor

VP of Operations
Title

State of California Contractor's License:

Classification: A, B, C-7, C-10 License No: 297034 Expiration: 10/31/2024

DIR Registration No: 1000001036

REFERENCES FOR WORK PER BID SCHEDULE

Date: 9/4/2024

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

City of Pasadena - 100 Garfield Ave. Room N 306, Pasadena, CA. 91101
Name and address of Public Agency

Name and Telephone No. of Project Manager Sarah Tawadrous - 626-744-8479

$1,135,223.00	Traffic Signal Mods at Multiple Corridors	5/2023
Contract Amount	Type of Work	Date Completed

2.

City of Buena Park - 6650 Beach Blvd. Buena Park, CA 90621
Name and address of Public Agency

Name and Telephone No. of Project Manager Nader Alqam - 714 -562-3670

$402,862.00	Traffic Signal Upgrades	3/2023
Contract Amount	Type of Work	Date Completed

3.

City of Long Beach - 411 W Ocean Blvd. Long Beach, CA 90802
Name and address of Public Agency

Name and Telephone No. of Project Manager Arek Harmandayan - 562 570-6764

$1,296,878.00	Traffic Signal Modification & Upgrades	5/2023
Contract Amount	Type of Work	Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Select Electric, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 23028 said work being: Traffic Signal Improvements at Various Signalized* as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

*Intersections, HSIP Cycle 10 Improvements, HSIPL-5259(030)

NOW, THEREFORE, we, the Contractor, as Principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under the laws of the State of Illinois, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Total Amount Bid Dollars ($ 10% of Bid) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 3rd day of Septemeber, 2024.

Principal Select Electric, Inc.

By _____ James Staab

Title VP of Operations

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Bid Bond
Page 2 of 2
(Use of City bond form is required)

Surety Fidelity and Deposit Company of Maryland

By Heather Saltarelli

Title Heather Saltarelli, Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on 09-05, 2024 in the City of ANAHEIM, State of California.

--OR--

STATE OF CALIFORNIA)
) ss. **See Attached Notary Acknowledgment**
COUNTY OF LOS ANGELES)

On this 05 day of SEPT, 2024 before me, SHARAD GORAJIA a Notary Public, personally appeared JAMES STAMAS, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

SHARAD GORAJIA
Notary Public - California
Orange County
Commission # 2431686
My Comm. Expires Dec 31, 2026

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On SEP 0 3 2024 *Date* before me, Kim Luu, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Heather Saltarelli *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KIM LUU
Commission # 2472703
Notary Public - California
ORANGE County
My Comm. Expires DEC 17, 2027

Signature _____ *Signature of Notary Public*

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner — Limited General	Partner — Limited General
Individual	X Attorney in Fact	Individual	Attorney in Fact
Trustee	Guardian or Conservator	Trustee	Guardian or Conservator
Other:	Other:
Signer Is Representing:	Signer Is Representing:

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jessica ALVARADO, Leigh MCDONOUGH, Mark RICHARDSON, Kevin CATHCART, Terah LANE, James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Kim LUU, Harrison YOSHIOKA **of Irvine, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClennan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2025 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of SEP 0 3 2024.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 9/4/2024 at Anaheim California.

Firm Select Electric, Inc.

Street 1700 E. Via Burton

City Anaheim State CA Zip 92806

Signature

James Staab
Name

VP of Operations
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CERTIFICATION OF PRINCIPAL

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. (Section 1861, Labor Code.)

DATED: 9/4/2024

Signature of Principal James Staab

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of Select Electric, Inc.
(Name of Contractor/Vendor)

1700 E. Via Burton. Anaheim, CA. 92806
(Address)

I agree to the terms of this Agreement.

Signature _____ James Staab

Title VP of Operations

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPLICATION FOR 2024 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE**

RECOMMENDATION:

It is recommended that the City Council:

1. Review the proposed FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program application items.
2. Authorize staff to submit the application and accept the award totaling $19,999.
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements.
4. Designation of the Mayor, City Manager, and City Manager's designee to certify and execute all grant related documents.

BACKGROUND:

In 2005, the federal Bureau of Justice Assistance (BJA), within the U.S. Department of Justice (USDOJ), combined several grant programs and created the Justice Assistance Grant (JAG). According to federal requirements, this grant must be used to meet local law enforcement needs, and cannot be used to supplant existing funds or ongoing activities budgeted elsewhere. USDOJ requires that the City Council consider and approve the grant application items at an open meeting where the public can comment, and then submit the two-part application online before the due dates in October.

DISCUSSION:

With the grant purpose areas and restrictions in mind, the Police Department prioritized a list of unmet law enforcement supply needs in anticipation of this grant. In total, these supplies cost $19,999 (the exact grant amount for which the City is eligible), and include the following items for the proposed application:

- $5,100 for an estimated 17 cartridges/battery sets for non-lethal weapons;
- $5,000 for one data recovery tool that retrieves digital and cellphone data for police investigations;
- $9,899 for an estimated 3 computers and storage drives for police operations.

Using 2024 Justice Assistance Grant funds for these items aligns with the federal purpose areas and meets all requirements from the Bureau of Justice Assistance. With the City Council's approval, staff can complete the process of obtaining 2024 Justice Assistance Grant funds totaling $19,999 for the items

listed above. The online application process includes the requirement that the City submit a "Certifications and Assurances by the Chief Executive of the Applicant Government" (see Attachment No. 1) that must be signed by the Mayor. To meet BJA's requirements, this Certifications and Assurances form will be submitted to USDOJ 30 days after this Council meeting and after the application has been made public. Although the grant application must be entered and submitted online before then, USDOJ will hold the application until they receive the signed Certifications form. This grant is reimbursable, and purchases will not be made until the grant application and award documents are completed and approved by USDOJ.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

Prepared by: Alex B. Houston, Police Administrative Services Manager
Additional Approval: Richard Bell, Chief of Police
Additional Approval: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

The City of West Covina will receive an estimated $19,999 in 2024 BJA Justice Assistance Grant funds to meet unfunded law enforcement supply needs, coded to Fund 130. There is no local match requirement, and no cost to the City General Fund. Resolution No. 2024-30 authorizes that appropriations be made for grants received during the fiscal year up to $60,000 per source or grantor upon review by the Finance Department and approval of the City Manager or his/her designee.

Attachments

Attachment No. 1 - 2024 JAG Certifications

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations

ATTACHMENT NO. 1

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

_____ _____

Signature of Chief Executive of the Applicant Unit of Local Government

Date of Certification

_____ _____

Printed Name of Chief Executive

Title of Chief Executive

_____

Name of Applicant Unit of Local Government

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT WITH LOS ANGELES COUNTY FOR LAW ENFORCEMENT HELICOPTER SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute the Helicopter Law Enforcement Services Agreement with Los Angeles County for as-needed helicopter law enforcement services.
2. Authorize the City Manager to execute any future amendments to the agreement.

BACKGROUND:

Since October 2016, the City Council has contracted with the Los Angeles County Sheriff's Department for law enforcement helicopter services. The previous agreement concluded on June 30, 2024, so it is time to complete a new agreement for these helicopter services.

DISCUSSION:

Attached is a new five-year agreement (July 2024 to June 2029) with LA County, which has been reviewed by staff. As with the prior agreements with the County, the County will charge the City for helicopter responses to requests for non-emergent, non-life threatening, and non-mutual aid activities. Recent examples of these helicopter responses in West Covina include searches for missing people, checking roofs for burglary suspects, locating stolen vehicles using LoJack, and checking gated areas not easily accessible to Patrol vehicles.

LA County charges on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The hourly rate for Fiscal Year 2024/2025 is $2,457.42—a decrease from the FY 2023-24 hourly rate of $2,805.27. In the past several years, the total cost of helicopter services provided by LA County to West Covina averaged about $29,000 per year.

Just as in past agreements, the LA County Sheriff's Department will continue to provide air support, free of charge, for life-threatening situations and mutual aid responses.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Keith Freeman, Lieutenant

Additional Approval: Richard Bell, Chief of Police

Fiscal Impact

FISCAL IMPACT:

Helicopter costs are currently paid from Fund 155, the Supplemental Law Enforcement Services Allocation (SLESA) from the State, which must be used for front-line law enforcement. If funding becomes insufficient in the SLESA Fund, the Police Department will request that these helicopter costs, which are vital to Officer and community safety, be paid from the City General Fund.

Attachments

Attachment No. 1 - Helicopter Law Enforcement Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

ATTACHMENT NO. 1

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND THE CITY OF WEST COVINA

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ATTACHMENT A: Helicopter Law Enforcement Services Master Rate Sheet
ATTACHMENT B: Los Angeles County Sheriff's Department Air Support Policy - Field Operations Directive 89-8 (Revised 03-02-93)

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE CITY OF WEST COVINA

This Helicopter Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, 2024, by and between the County of Los Angeles ("County") and the City of West Covina ("City")

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized by Sections 56 ½ and 56 ¾ of the County Charter and California Government Code section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.

1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the West Covina Police Department's ground units involved in non-emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for

deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the West Covina Police Department's ground units via the West Covina Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to Paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

2.5 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.

2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.

3.2 The County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence July 1, 2024 or upon execution by the Sheriff of the County, whichever is later, and shall terminate June 30, 2029, unless sooner terminated or extended in whole or in part as provided for herein.

4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.

5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement.

6.2 The hourly billing rate set forth on Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) of this Agreement shall be readjusted annually by the County Auditor-Controller effective July 1 of each year, published by the County,

and attached as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and practices adopted by the County Board of Supervisors.

6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.

6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Attachment B (Los Angeles County Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Department Aero Bureau.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

8.1 All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

8.2 Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any supplemental agreements referenced in Paragraph 7.2 of this Agreement.

8.3 In accordance with Paragraph 6.2 above, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet). The revised Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

9.1 A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

10.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

11.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Andrew B. Cruz
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of West Covina
Attn: Chief of Police
1444 W. Garvey Avenue
West Covina, California 91790

City of West Covina
Attn: City Manager
1444 W. Garvey Avenue
West Covina, California 91790

13.0 VALIDITY

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

14.1 No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

15.1 This Agreement, including Attachment A (Helicopter Law Enforcement Services Master Rate Sheet) and Attachment B (Los Angeles County Sheriff's Department Air Support Policy - Field Operations Directive 89-8 (Revised 03-02-93)), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement.

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HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE CITY OF WEST COVINA

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its authorized representative.

COUNTY OF LOS ANGELES

By_____
Robert G. Luna, Sheriff

Date _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By ____APPROVAL ON FILE_____
Principal Deputy County Counsel

[CONTRACTING CITY]

By _____
Paulina Morales, City Manager

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPROVED AS TO CONTENT:

By _____
Richard Bell, Chief of Police

Date _____

ATTACHMENT A

HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT

Helicopter Law Enforcement Services Master Rate Sheet

As set forth in Section 6.0, Billing Rates, this Attachment establishes the hourly billing rate for agreed upon helicopter law enforcement services performed by the County for the Fiscal Year 2024/2025, commencing on July 1, 2024.

Hourly Rate: **$2,457.42**

Attachment B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE: March 2, 1993

OFFICE CORRESPONDENCE

FROM: JAMES M. CALLAS, CHIEF
WILLIAM A. BAKER, CHIEF
LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGIONS

TO: UNIT COMMANDERS

SUBJECT: FIELD OPERATIONS DIRECTIVE 89-8 **(REVISED 03-02-93)**

AIR SUPPORT POLICY

The purpose of this directive is to provide guidance to all personnel concerned with using, ordering, or providing air support to ground law enforcement units. It constitutes the policy of this Department and may involve the basis for recovering any monetary reimbursement for providing air support service.

AIR SUPPORT IN UNINCORPORATED AREAS:

The Sheriff's Department provides helicopter patrol of the unincorporated areas, as available.

AIR SUPPORT IN CITIES WHEN A LIFE-THREATENING SITUATION OR A MUTUAL AID REQUEST EXISTS:

The Sheriff's Department will provide air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer. (The initiator of requests for air support must be able to reasonably articulate why a life was directly threatened.)

2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that are designated as inherently life-threatening:

    187 - Murder
    207 - Kidnapping
    211 - Robbery
    217 - Attempt Murder

245 - Assault with a Deadly Weapon
246 - Shooting at an Inhabited Dwelling
261 - Rape
417 - Person with a Weapon
451 - Arson
904 - Fire
997, 998, 999 - Officer needs help or assistance
FP, VP - Foot or Vehicle Pursuit

3. The original nature of the call determines its character and not the circumstances when concluded. Example: If an air unit responds to a 211 call and it is subsequently determined to be a 415 call, the air support will be free to the concerned city agency.

4. Upon the request from any city for mutual aid, the criteria required under the State Master Mutual Aid agreement must be satisfied. These requests are routinely expressed to the Watch Commander at a Sheriff's Station as identified in Enclosure 1-3 to the Los Angeles County Multi-Hazard Functional Plan. Response under circumstances described in 1-3 are considered "county wide" in nature, and supported by the County General Fund.

AIR SUPPORT IN CITIES OF A NON-LIFE-THREATENING OR NON-MUTUAL AID NATURE:

The Sheriff's Department may provide, as available, air support to ground units in any city, which are involved in non-life-threatening or non-mutual aid activities, on a fee basis according to rates established by the Los Angeles County Auditor-Controller.

While most support services are included in the contract rate for patrol service, air service is not. Therefore, it is critical that Watch Commanders become quickly involved in the decision making process of determining the duration of the air unit's involvement since these costs could be passed on to the contract city. Desk personnel shall immediately notify the Watch Commander when an air unit is requested or when the air unit has self-initiated a response to a call within a contract city.

The air unit has the prerogative to respond to a call likely to require air support, without first being requested, in order to have aerial support over the location as soon as possible. The air unit shall advise SRC on the appropriate radio frequency that it is responding. A Watch Commander can decide to terminate the response or support and the air unit shall comply. If the air unit has arrived over the site of an incident that is not listed as inherently life-threatening and it is determined to be non-life-threatening, the service time is billable to the contract city up to the time the air unit is discontinued by the Watch Commander or the air unit returns to other duties or regular patrol.

While it is recognized that all situations are not always clear, Unit Commander discretion in changing billable call codes to non-billable, or visa versa, is limited.

If a Unit Commander does deem changes appropriate, he/she should have ample reasons for the change.

STATION/BUREAU PROCEDURES:

The Aero Bureau will provide support service as described within the above policy. The time spent handling all air support will be documented. Each Aero Bureau patrol crew will complete an "Aero Bureau Log" at the end of each shift documenting all service activity provided in unincorporated areas or cities. At the end of each month, Aero Bureau shall prepare a report synopsizing the aerial support provided to each contract city. Station Commanders shall receive a copy of this report for each contract city in their respective station area, not later than the fifth of each month.

Each station is required to record Aero Bureau support activity for contract cities in the station area on a daily basis. A "Station Aero Bureau Request Log" shall be maintained by the Watch Deputy, under the direction of the Watch Commander. It will reflect emergent, non-emergent, and mutual aid deployment of Aero units in the station's area of responsibility, and shall be submitted to the station's operations personnel daily. Upon receipt of the monthly Aero Bureau Activity Report for contract cities, The Unit Commander shall ensure that the station's log and the Aero Bureau's report is compared and a list of billable and non-billable activity for each contract city is compiled. By the seventh day of each month, Station Commanders shall submit a memorandum, listing the type, location, and time spent on aerial activity, to the Commander of the Contract Law Enforcement Bureau, with a copy to the concerned contract city manager. This memorandum shall reflect both billable and non-billable activity.

JAMES M. CALLAS, CHIEF
FIELD OPERATIONS REGION I

WILLIAM A. BAKER, CHIEF
FIELD OPERATIONS REGION II

LARRY L. ANDERSON, CHIEF
FIELD OPERATIONS REGION III

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 1, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **UPDATE - LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, SIDEWALKS, TREEWELLS AND OTHER AREAS**

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

At the direction of City Council, On September 8, 2022, City Staff issued Request for Proposal (RFP) No. 61-017 titled Landscape Maintenance of Citywide Medians, Right of Ways, Commercial Zones, Sidewalks, Tree Wells and Other Areas in accordance with the City's procurement requirements. The scope of services in the RFP included the existing citywide medians, right-of-ways, sidewalks, tree wells, and other areas in the commercial zones included in the previous contract with Mariposa Landscape, Inc, (Mariposa), but also added additional services including weed abatement on commercial rights-of-way, increasing the scope of tree well maintenance, and portions of City property along the wash areas. The RFP was advertised on the City's third-party website, Planet Bids.

Landscaping services provided by Mariposa ended in 2022. Up until that time, Mariposa had been providing landscaping services for the City since 1999. From 1999 to 2021, Mariposa was awarded contract extensions and RFPs until February of 2021, when at the City Council Meeting of February 2, 2021, the City Council authorized the City Manager to enter into a month-to-month agreement with Mariposa in order to avoid a lapse in service while City staff issued an RFP. In a letter dated April 29, 2022, Mariposa terminated the month-to-month agreement with the City of West Covina and stopped providing landscaping services on May 31, 2022.

At the City Council Meeting of December 6, 2022, City Council awarded the RFP to BrightView Landscape Services, Inc., (BrightView) and authorized the City Manager to execute an agreement with BrightView and any future amendments to the agreement.

The Maintenance Services Agreement (Agreement) between the City of West Covina and BrightView commenced on January 1, 2023 (Attachment No. 1- MSA with BrightView). The Agreement was amended on May 30, 2024, to incorporate a change in the scope to include a section of Azusa Avenue (Attachment No. 2- Amendment One).

DISCUSSION:

City Council directed staff to provide an update to ensure that the scope of services is being met by BrightView. BrightView was initially recommended to the City Council in 2022, as it was the bidder that best met the City's requirements of having municipal experience and based on scoring, was determined to be the lowest responsible bidder. At the time the proposal was received, BrightView had been providing services to cities such as Ontario, Riverside, Rancho Cucamonga, Norco, and Upland for time frames that ranged between seven (7) to eleven (11) years.

When BrightView commenced their contract with West Covina, concerns were raised regarding contract implementation from City Council and residents. BrightView had to manage seven months of deferred maintenance, since they were awarded the contract in December 2022 and Marisposa terminated their contract with the City in May of 2022. This impacted the timeliness of BrightViews ability to implement the scope per their new agreement. Additionally, portions of Azusa Avenue were not part of the original scope. This has since been corrected to include all the medians and right of ways along Azusa Avenue.

After receiving complaints of unkept and unmaintained landscaped areas and several unfulfilled requests for schedules and maps, a Notice of Deficiencies and Request for Documents dated October 23, 2023, was sent to BrightView. Since that notice, City staff and BrightView began meeting on a weekly basis. These meetings evolved into weekly check-ins that are now a routine part of the Public Works Department's operation. During the weekly check-ins, staff and BrightView discuss areas that require additional attention and go over issues that need to be addressed. Since the inception of these weekly check-ins and staff monitoring BrightView's performance, staff has found BrightView to be responsive and has noticed improvement.

As an example, during the August 20th check-in, staff identified the following locations that required additional attention from BrightView in the area of weed abatement and trash removal:

- West Covina Parkway
- Rowland
- Azusa Ave – South
- Freeway entrances
    - Citrus
    - Azusa
    - West Covina Parkway
- Sunset Avenue

In addition to the list provided by City Staff, BrightView also addressed other areas that required work. This included the following:

- Azusa Ave sidewalks
- Horse trail leading to Maverick Park
- Amar medians from Temple East
- Amar west of Lark Ellen, Lark Ellen and Pass and Covina
- Valinda and Maplegrove
- Grenoble, Wimbeldon Ct, and Doublegrove

All the work listed above has since been completed. As part of this update, BrightView has provided a revised schedule for landscape maintenance of the City's medians (Attachment No. 3 - New WC Medians Schedule). Week 1 of the new schedule will have begun on September 30, 2024. The detailed daily schedule is in the table below.

MEDIAN SCHEDULE

Brightview	Week 1	Week 2	Week 3	Week 4
Monday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Orange, San Bernardino, Badillo, "The walls" on Vincent (Badillo to Puente), Lark Ellen edge of City.	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), West Covina Parkway, Glendora Medians, Vincent South of 10 - Medians and Walkways	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa South toff 10 - Walkways, Grenoble, Hollencrest, Doublegrove	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Valinda, Lark Ellen, Maplegrove, Amar Medians West of Azusa
Tuesday	Vincent Medians, Sunset North of the 10 - Medians and Walkways, Garvey Ave North, Workman, Fleetwell	Azusa Medians North of 10 to City Limit, Rowland - detailing, Barranca North of the 10	Azusa Medians South of 10 to Fairgrove	Amar Medians and Walkways from Azusa to Nogales
Wednesday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Sunset - South of 10 Medians and Walkways, Francisquito, Walnut Creek Parkway	Old Town - Glendora Ave (Garvey Ave SOuth to Walnut Creek Parkway), Cameron East of Barranca, Horse Trail, Citrus, Grand and Holt Ave	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa Medians - Fairgrove to Amar	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa Medians Amar to Temple, Nogales Underpass Area, Valley Blvd
Thursday	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito
Friday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Freeway Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Freeway Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Freeway Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Shakespear, Tuesday Dr., Woodgate, Stephanie, Shadow Oak, Francesca, Pocket Medians around Week 4 areas.

All areas that are not included in this agreement, or other contracted services, are maintained by the City's Public Works Department staff. Public Works staff routinely does visual/drive-by inspections to monitor contracted services to ensure the City's appearance as well respond to issues reported through the GoGov app or the reporting telephone number (626) 939-8758.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I

Fiscal Impact

FISCAL IMPACT:

This is strictly an administrative item to receive and file; therefore, there is not an associated fiscal impact with this action.

The original contract had a monthly amount of $35,651.58 ($427,818.96 annually) with a total compensation not to exceed $2,673,686.50. Amendment Number One updated the monthly amount to $35,706.22 ($428,474.64 annually) with a total compensation not to exceed $2,673,686.50. The table below outlines the expenditures to-date.

Service	Fund	FYE 2023 Actual	FYE 2024 Actual	FYE 2025 Estimate
Landscape Maintenance-Right-of-Way	Gas Tax (124)	$203,591.19	$407,497.60	$408,122.09
Landscape Maintenance-Non ROW	City Wide Maintenance District (188)	10,318.29	20,321.40	20,352.55
Other Services	Various Funds	21,232.02	10,884.20	
	Total	**$235,141.50**	**$438,703.20**	**$428,474.64**

Attachments

Attachment No. 1. - MSA with BrightView

Attachment No. 2 - Amendment One

Attachment No. 3 - New WC Medians Schedule

Attachment No. 4- PowerPoint BrightView Update

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO. 1

CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR
LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of January 1, 2023 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent Contractor to City to provide landscape maintenance of Citywide medians, rights-of-way, commercial zones, sidewalks, tree wells and other areas, and to provide additional services upon request of the City, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Contractor responded to the City's Request for Proposals No. 61-017 dated September 8, 2022, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of

prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be

certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; laws and regulations regarding use and application of regulated substances; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement. Notwithstanding the foregoing, Contractor shall not be held liable for the use or application of regulated substances required to be applied as part of the Scope of Services if properly applied by properly licensed personnel in accordance with all applicable laws and regulations.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor in the amount of Thirty-Five Thousand Six Hundred Fifty-One Dollars and Fifty-Eight Cents ($35,651.58) per month in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed Two Million Six Hundred Seventy-Three Thousand Eight Hundred Sixty-Eight Dollars and Fifty Cents ($2,673,686.50).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Contractor acknowledges and agrees that additional services must be approved by the City Manager.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail the services performed and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall provide a proposed project schedule to the City no later than April 1, 2023. Once the project schedule is agreed upon by City and Contractor, Contractor shall perform all services in strict compliance with the agreed upon project schedule, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, including, but not limited to, compliance with or good faith efforts to comply

with State or local water regulations or mandates, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on December 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Termination.

(a) By City With or Without Cause. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

(b) By City Due to Contractor's Default. If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

(i) Be adjudged a bankrupt;

(ii) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(iii) Make a general assignment for the benefit of creditors;

(iv) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(v) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(vi) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

(c) By Contractor With or Without Cause. Contractor may cancel, suspend or abandon the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ninety (90) days prior written notice to City. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If Contractor suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the written notice of termination, within thirty (30) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its agreement with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

BrightView Landscape Services, Inc.
1619 W. 9th Street
Upland, CA 91786
Tel: 951-406-5904
Email: david.moo@brightview.com
Attn: David Moo

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790
Tel: 626-939-8853
Email: mcresap@westcovina.org
Attn: Mike Cresap

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the

Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent Contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall 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 further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to 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 paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for 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, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.24. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: 12-22-22
David Carmany
City Manager

CONTRACTOR

_____ Date: 12/20/22
Fred Freund
Senior Vice President

_____ Date: 12/20/22
David Moo
Business Development Executive/
Assistant Secretary

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: 12/22/22
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: 12-20-2022
Helen Tran
Human Resources and Risk Management
Director

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

A. GENERAL

Furnish all labor, equipment, materials, and supervision to perform landscape maintenance as described herein including, but not limited to the control of the following:

1. Weeding and cultivating
2. Trimming, pruning, and mowing
3. Hedging (where specified)
4. Watering, manual watering-quick connects, hand watering-hose
5. Irrigation system maintenance, repairs and replacement
6. Pest control
7. Clean-up, sweeping, vacuuming, wash down
8. Trash pickup and empty trashcans
9. Repair or replacement, fence, and wall
10. Spraying
11. 24-hr. emergency callout and public contact provided
12. Uniforms

B. WORKMANSHIP

1. Work shall be performed by competent workers supervised by a supervisor who has experience and technical training in landscape maintenance work. The Contractor shall meet with the City Representative once weekly to review the landscaping and discuss maintenance operations. At the weekly meeting, Contractor will provide the City Representative with all completed City work orders, and a "Work Location Schedule Checklist" for other work completed during that week. This checklist will indicate locations of service and date that service was completed.

2. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

3. Contractor shall not hire or employ any person to perform work within the City of West Covina or allow any person-to-person work required under this Agreement unless such person is properly documented and legally employed in the United States.

C. WORKING HOURS

1. Normal working hours shall be an eight-hour day Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

2. For maintenance, Glendora Center work hours are generally between 6:00 a.m. and 9:00 a.m. Special projects can be completed after these times. Water cannot be

applied when cars are present as in irrigation system checks.

3. **Care shall be made as to not making excessive noise adjacent to residences before 8:00 am.** In addition, the Contractor shall conform to the City noise ordinance requirements as defined in West Covina Municipal Code, Chapter 15, Article IV, Sections 15-83, 15-84, and 15-85.

4. Irrigation of general areas is controlled by automatic time clocks and shall be watered between 9:00 p.m. and 6:00 a.m. when requested. Manual irrigation shall be performed during normal working hours with the exception of areas listed in Commercial Zones.

D. RESPONSIBILITY, COORDINATION, MEETINGS

1. At award of agreement, the Contractor shall complete a Maintenance Schedule Calendar covering the first 12-month period of the agreement. This calendar will outline a timeline schedule for all maintenance activities including, mowing of commercial zones, weed abatement and any scheduled herbicide applications, pruning and all other required activities listed in this Maintenance Agreement. This Maintenance Schedule Calendar shall be reviewed on a monthly basis to ensure maintenance activities adhere to the Agreement. This Maintenance Schedule Calendar shall be renewed at the end of each 12-month period of the Agreement. A monthly work schedule will be submitted in writing to the City on the 25th of each month preceding the next month of said work to be completed as per the Maintenance Schedule Calendar.

2. Contractor shall also complete and give to the City Representative a Work Location Schedule Checklist, at each weekly meeting indicating locations serviced and the types of service provided and the date this service was provided. The City will provide the format for this checklist.

3. Contractor shall complete an Irrigation Maintenance Log located at each controller which records daily maintenance activities that adhere to the schedule developed. This maintenance log shall be discussed with the City Representative, at scheduled walk-through / inspections.

4. Contractor shall secure and maintain all required permits and licenses and pay all fees necessary to legally complete the work of this project. Contractor shall meet with the City Representative once weekly to review the landscaping, discuss maintenance operations, determine progress, and identify areas needing attention. Contractor shall attend additional meetings if deemed necessary by the City Representative.

E. OFFICE LOCATIONS/EMERGENCY CALL-OUT

Contractor is asked to maintain an office within a 50-mile radius of job site and provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than one hour after notification. For example, if the City notifies Contractor that there is a break in the irrigation system where the water is flowing.

Should the Contractor maintain an office beyond a 50-mile radius of the job site, the Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee will be required to maintain 24-hour phone service with the City. If a telephone answering service is utilized, the employee of the Contractor shall be required to respond to the City by radio or pager on a 24-hour basis.

1. This employee should be of supervisory or foreman capacity with access to the Contractor and West Covina work crew on a 24-hour basis.

2. Should this employee of the Contractor move out of the 50-mile radius of the job site, a new employee may be substituted upon prior approval of the City.

3. Failure to comply with this on-call requirement as part of the agreement may result in termination of agreement by the City.

Should the Contractor fail to respond as specified, the Contractor will be liable for any loss sustained by the City to correct said emergency.

F. RECORDS AND REPORTS

1. Records

Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the City Representative to evaluate the performance of such services. The City Representative shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

2. Reports

Contractor shall periodically prepare and submit to the City Representative such reports concerning the performance of the services required by this Agreement as the City Representative shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of work and services to be performed pursuant to

this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the City Representative of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for her/her own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

H. WORK AREAS/SITES

Site maps have been provided on the Planet Bids website in three sections named Site Maps 1-3 be provided for your convenience, as M1 – M154.

I. EXTRA WORK

City has the right at any time during the performance of the services, without invalidating the agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City Representative to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform the agreement, which said adjustments are subject to the written approval of Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not therefore be entitled to additional compensation.

LOCATION SCHEDULE

A. MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS

General Scope of Service for the following areas include but are not limited to furnish all labor, equipment, materials and supervision to perform all landscape maintenance, weed control and abatement, and brush abatement. All side and overhead vegetation removal for sidewalk tree suckers, tree wells, walls, and fences for pedestrian, or roadway vehicle clearance. Trash collection and removal, sweeping, litter/debris clean up, and disposal of all collected materials. Irrigation both manual and automatic and repair of all systems. Locations subject to the determination of the City's authorized representative.

Regarding walls/fences to the rear or side of a private property or a commercial property with a sidewalk will be kept clear of vegetation for pedestrian clearance, to the side and overhead, and any non-maintained Rights-of-way, weed abated. Exact locations need not be listed.

1. Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)

2. Amar Road – Rights-of-way, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)

3. Amar Road – Rights-of-way, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)

4. Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)

5. Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - (0.9) miles (M-5), 71,280 square feet

6. Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 square feet

7. Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (M-7)

8. Azusa Avenue – Rights-of-way, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)

9. Azusa Avenue – Rights-of-way, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)

10. Azusa Avenue – Rights-of-way, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul- de-sac -

Sidewalk along block wall. Mile (0.4) (M-10)

11. Azusa Avenue – Rights-of-way, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)

12. Azusa Avenue – Rights-of-way, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)

13. Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-15)

14. Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-16)

15. Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0) (M-17), 23,760 square feet

16. Azusa Avenue south – Rights-of-way, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)

17. Azusa Avenue south – Rights-of-way, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habit area. (1.5) Miles. (M-19)

18. Badillo Street – Rights-of-way and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)

19. Badillo Street Median - City limits on the west, east to Lark Ellen – (1.8) miles, approximately (M-21)

20. Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M- 22)

21. Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)

22. Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)

23. Cameron Avenue – Rights-of-way, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft. along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)

24. Cameron Avenue – Rights-of-way, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)

25. Cameron Avenue – Rights-of-way, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)

26. Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)

27. Cameron Avenue west – Rights-of-way, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)

28. Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted. (M-30) 47,520

29. Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)

30. Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Rights-of-way and sidewalk on the northeast side. (0.2) mile. (M-32)

31. Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)

32. Fairway Lane – Rights-of-way, sidewalk from North Garvey Avenue to Commercial Area; Southeast side. (0.2)-mile. (M-34)

33. Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)

34. Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Rights-of-way; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)

35. Francesca Drive – Rights-of-way, south side between Woodgate Drive and Nogales Street. 700 linear feet. (M-37)

36. Francisquito Avenue – Rights-of-way, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)

37. Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)

38. Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)

39. Giano Avenue – Rights-of-way, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)

40. Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)

41. Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Landscape and hardscape. (1.31) Miles approximately (M-42)

42. Grand Avenue - West Side Rights-of-way, from the San Bernardino Freeway off ramp to Holt Avenue. (0.2) Mile. (M-43)

43. Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)

44. Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Rights-of-way, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)

45. Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)

46. Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)

47. Holt Avenue – Rights-of-way north and south from Walnut Creek overpass east to Grand Avenue Rights-of-way in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)

48. Lark Ellen Avenue – Rights-of-way, sidewalks on East Side between Badillo Street and Louisa Avenue. (0.3) Mile. (M-49)

49. Lark Ellen Avenue – Rights-of-way, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)

50. Maplegrove Street – Rights-of-way between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)

51. Mobeck Street – Rights-of-way and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 square feet total. (0.4) Mile. (M-52)

52. Nelson Street Mini Median – At Azusa Ave. Planted and hardscape areas. Manual irrigation. (M-53), 300 SQ. FT.

53. Nogales / Valley Connector areas – Landscaping, sidewalks, irrigation, tree wells on connector road, sidewalk planters, slope area, stairs, walls. (M-54)

54. Nogales Street – Rights-of-way, sidewalk 1,000 ft. north of Amanda Street and south to school site; including entrance to Amanda on West Side of street. (0.3) Mile. (M-55)

55. Nogales Street – Rights-of-way, sidewalks along wall, 750 feet north of Gina Lane & 850 feet south. West Side. (0.4) Mile. (M-56)

56. Nogales Street – Rights-of-way, walls/fences, sidewalks between Hollingworth Street to City Limits. (0.31) Mile. (M-57)

57. Nogales Street Median – From Amar Road south to La Puente Road. (1.4) Miles, Landscape, hardscape, west sidewalls, irrigation, (M-58), 110,880 SQ FT.

58. Nogales Street Median – South of Northam St. to City Limits. Landscape, hardscape, irrigation, trash debris. (900) Feet in length. (M-59)

59. North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Rights-of-way and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)

60. North Garvey Avenue east - North side of street, Rights-of-way from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)

61. North Garvey Avenue west – Rights-of-way along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)

62. Oak Knoll Drive - North side Rights-of-way from Holt to street blockade rights-of-way. Weed abate, clearance trimming, trash pickup area. (0.2) Mile. (M-63)

63. Opal Lane Mini Median – At Shakespeare Drive. Irrigated. (M-64)

64. Pass & Covina Road – Rights-of-way 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)

65. Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated and planted. (M-66), 200 SQ. FT.

66. Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – (0.7) mile. Irrigated / ground cover / plants / concrete. (M-67), 79,200 square feet

67. San Bernardino Road – Rights-of-way, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)

68. Shadow Oak Drive – Rights-of-way from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)

69. Shadow Oak Drive – Rights-of-way, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)

70. Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)

71. Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street.

Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)

72. South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Rights-of-way along block wall. (0.2) Mile. (M-73)

73. South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Rights-of-way along block wall. (0.2) Mile. (M-74)

74. South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Rights-of-way. South side Rights-of-way and Horse Trail area; Area is (0.5) mile long.(M-75)

75. South Garvey Avenue east – Rights-of-way and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)

76. South Garvey Avenue east – Rights-of-way and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)

77. South Garvey Avenue east – Rights-of-way and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)

78. South Garvey Avenue west – Rights-of-way along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)

79. Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Rights-of-way. (1.35) Miles (M-80)

80. Sunset Avenue – Rights-of-way, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)

81. Sunset Avenue – Rights-of-way, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)

82. Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)

83. Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. (M-84)

84. Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas.

85. Francisquito Avenue to DelVale Street – (0.2) miles - (M-85)

86. Puente street to just past Louisa Avenue – (.1) mile – (M-86), 7,920 square feet

87. Sunset Avenue West Side, Rights-of-way, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)

88. Tuesday Drive – Rights-of-way, sidewalk east of Shakespeare Drive .2 mile west

along block wall on south side. (0.3) Mile. (M-88)

89. Valinda Avenue – Rights-of-way from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)

90. Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)

91. Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Rights-of-way along wall. (M-91)

92. Vincent Avenue – Rights-of-way, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)

93. Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93)

94. Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)

95. Walnut Creek Equestrian Trail – Located between the rear of Ridgeriders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)

96. Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Rights-of-way along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)

97. West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.

98. West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.

99. Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)

100. Woodgate Drive – Rights-of-way, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)

101. Woodgate Drive – Rights-of-way, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)

102. Woodgate Drive – Rights-of-way, sidewalk from Thomas Place south linear feet west side along block wall. (0.3) Mile. (M-102)

103. Woodgate Drive – Rights-of-way, sidewalk on east corner of Art Place. Sq. Ft. (M-103)

104. Woodgate Drive – Rights-of-way, sidewalk, from Dee Lane West Side linear feet, along north side block wall. (0.2) Mile. (M-104)

105. Workman Avenue – Rights-of-way east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)

B. TREE WELLS ONLY

Tree well installations in the City of West Covina are generally spaced 30-feet apart along commercial areas and major streets. This area of the agreement will require trash removal and weed control in the tree well. The tree itself will require basal sprout and water sprout removal up nine (9) feet height for pedestrian clearance.

1. Amar Avenue - Between Westport and Magdalena both north and south sides of the street. (.9) Mile. (M-106)

2. Amar Avenue / Azusa Avenue – All commercial corridor areas at this intersection. Both sides of the street north, south, east, west. (M-107)

3. Azusa Avenue - Between Fairgrove Avenue and Commercial Area on Amar Road east and west sides. (.7) Mile. (M-108)

4. Azusa Avenue - Between Mobeck Street, south to Merced Avenue on both east and west sides. (.8) Mile. (M-109)

5. Cameron Avenue – North side tree wells, between Sunset Avenue and Toluca Avenue. 13 tree wells. (.4) Mile. (M-110)

6. Citrus Avenue - between Workman Avenue and North Garvey Avenue east, both east and west sides. (.7) Mile. (M-111)

7. Glendora Avenue - Between Walnut Creek Parkway north to South Garvey east, along West Side of the street. 24 tree wells. (.4) Mile. (M-112)

8. Lakes Drive - Between Glendora Avenue and Garvey Avenue; on both the north and south side of street 14 tree wells. (.2) Mile. (M-113)

9. Nogales Street - Between La Puente Road and City Limits, east side and west side. 13 tree wells. (.8) Mile. (M-114)

10. Shadow Oak Drive - Between Amar Road and Nogales Street both sides of the road. (2.8) Miles. (M-115)

11. Stephanie Drive - Between Shadow Oak Drive and Shirlee Street, on both east and west sides of the street. Approx. (17) Tree wells (.5) Mile. (M-116)

12. Sunset Avenue - West Side tree wells, between Walnut Creek Overpass and Cameron Avenue. 5 tree wells. (.3) Mile. (M-117)

13. The Plaza Mall – Palm tree wells on the north and south side of Plaza Drive, at Mall entrance on Vincent Avenue. (.1) Mile. (M-118)

14. The Plaza Mall - Palm tree wells on the north side of West Covina Parkway. (.3) Mile. (M-119)

15. The Plaza Mall – Palm tree wells on the West Side of Vincent from West Covina Parkway north to Freeway. (.5) Mile. (M-120)

16. Toluca Avenue – Between Cameron Avenue and West Covina Parkway. East Side tree wells. 16 tree wells. (.2) Mile. (M-121)

17. Valley Boulevard – Between Nogales Street and Sentous Ave. along the north side of the street. 21 tree wells. (.7) Mile. (M-122)
18. West Covina Parkway - North side tree wells, along Sunset Parkway Mall. 18 tree wells. (.4) Mile. (M-123)

19. Woodgate Drive - Between Amar Road and Shadow Oak Drive both sides of the road. (1.4) Mile. (M-124)

20. Workman Avenue - between Calvados east to Citrus Avenue, south side; 11 tree wells. (.2) Mile. (M-125)

21. Workman Avenue - From Citrus Avenue east to Barranca Avenue on the south side. 42 tree wells. (.7) Mile. (M-126)

C. COMMERCIAL ZONES

1. Auto Dealer & Apartments / Freeway – North Garvey East, freeway Rights-of-way. East of Azusa to Baymar Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.25) Mile in length. (M-127)

2. Auto Dealer and Freeway – South Garvey East, freeway Rights-of-way, east of Citrus Ave. Keep vines off of freeway fence, weeds. Trash clean two (2) times each month. (600) ft. length. (M-128)

3. Auto Dealers & Apartments / Freeway – North Garvey East, freeway Rights-of-way. East of Hollenbeck Ave. to Citrus Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.41) Mile in length. (M- 129)

4. Auto Dealers and Freeway – South Garvey East, freeway Rights-of-way, sidewalk tree wells, between Azusa Avenue and Baymar Street. Keep vines off of freeway fence, weeds. (.6) Mile in length, approximately six (6) feet wide. Clean two (2) times each month. (M-130)

5. Auto Dealers and Freeway – E. Norma Avenue S. Winston Avenue ending at end of dealership building not to include 1949 Eat Norma Avenue North Side of the Street

only, behind auto dealership buildings. Clean two (2) times each month. (M-130)

6. City Hall, West Garvey South – W. Pacific Avenue to Sunset Avenue overpass wall along freeway Rights-of-way, keep vines cut back tight on side and top, no vines on light poles. Keep signs cleared, as needed. Trash picked up along street both sides. Twice monthly. (0.35) Mile in length. (M-131)

7. City Maintenance Yard Facility, Chamber of Commerce and Fire Station #1 - located at 825 South Sunset Avenue. Complex on the corner of Sunset Avenue and Cameron Avenue. Clean weekly or as needed. (M-132)

8. Fire Station #3 and Fire Administration Office - located at 1435 West Puente Avenue. Corner of Puente Avenue and Yaleton Avenue. Weekly service. (M-133)

9. Fire Station #4 - Located at 1815 South Azusa Avenue. Corner of Fairgrove Avenue and Azusa Avenue. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks and walls. Does not include rear slope areas, which is MD#4. Weekly service. (M-134)

10. Fire Station #5 - Located at 2650 East Shadow Oak Drive; corner of Nogales Street at Shadow Oak Drive. Does not include rear slope area, which is MD#4. Area total is approximately 35,098 Sq. Ft. including building. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks, walls and drainage swell; all landscaping with no turf areas. Weekly service. (M-135)

11. Glendora Center Strip Mall – 100, 200 and 300 blocks of Glendora Avenue Commercial area on the East Side. Also includes small area located on the West Side of Glendora Avenue. Clean three (3) times per week or as needed. Rear alley, clean debris, weed abate (4) four times yearly. (M-136)

12. Restaurant Row - North Garvey east, freeway Rights-of-way, and tree wells between Barranca Avenue and Grand Avenue; length of area is (.6) miles. Weeds. Trash cleaned twice monthly. (.34) Mile in length. (M-137)

13. Sunset Parkway Mall - Located at 630-650 Sunset Avenue. Parkway strip and sidewalk along east side of Sunset Avenue. Work area is 1,540 Sq. Ft. Clean weekly. (M-138)

14. West Covina Parkway and Parkette – Between Sunset Avenue and Glendora Avenue, along south side. All landscaped areas excluding private sections (i.e., Ruiz Tailor and Triple Check Income Tax) back to Walnut Creek fence. Turf area is approximately 6,525 Sq. Ft. total for the entire area. Work areas combined are .4 mile in linear length. Clean (3) Three times weekly. (M-139)

D. FREEWAY RIGHTS-OF-WAY, OVERPASS AND UNDERPASS AREAS

Freeway rights-of-way and bridges are serviced once every two (2) months for trimming, weeds, trash unless listed in the Commercial Zones.

1. Freeway Rights-of-Way North – North Garvey West between City Limits on the West

and Vincent Avenue approximately 2 miles along the south side of Garvey Avenue. (M-140)

2. Freeway Rights-of-Way North – North Garvey East between Vincent Avenue and City Limits, approximately 6 miles along the south side of Garvey Avenue, Maplewood Avenue and Fairway Lane. (Excluding the Eastland Shopping Center area.). (M-141)

3. Freeway Rights-of-Way South – South Garvey East between Vincent Avenue, and City limits on the east. Approximately 4.1 miles on the north side of Garvey Avenue, Holt Avenue, and Temple Way. (M-143)

4. Freeway Underpass Areas @ Cameron Avenue: (M-144)
   a. North west – Slope landscaping, weeds, trash.
   b. North east – Slope landscaping, weeds, trash
   c. South east – Sidewalk weeds, trash
   d. South west - Slope landscaping, weeds, trash

5. Freeway Underpass Areas @ West Covina Parkway: (M-145)
   a. North west – Sidewalk weeds, trash
   b. North east – Slope landscaping, irrigation, weeds, trash
   c. South east – Slope landscaping, irrigation, weeds, trash
   d. South west – Sidewalk weeds, trash

6. Freeway Underpass Areas @ Sunset Avenue: (M-146)
   a. North west – Landscaping, weeds, trash
   b. North east – Sidewalk only weeds, trash
   c. South east – Sidewalk only weeds, trash
   d. South west – Sidewalk only weeds, trash

7. Freeway Underpass Areas @ Vincent Avenue: (M-147)
   a. North west – Sidewalk only weeds, trash
   b. North east – Sidewalk only weeds, trash
   c. South east – Sidewalk only weeds, trash
   d. South west – Sidewalk only weeds, trash

8. Freeway Underpass Areas @ Lark Ellen Avenue: (M-148)
   a. North west – Landscaping, irrigation, weeds, trash
   b. North east – Landscaping, irrigation, weeds, trash
   c. South east – Landscaping, irrigation, weeds, trash
   d. South west – Landscaping, irrigation, weeds, trash

9. Freeway Underpass Areas @ Azusa Avenue: (M-149)
   a. North west – Sidewalk only weeds, trash
   b. North east – Sidewalk only weeds, trash
   c. South east – Sidewalk only weeds, trash
   d. South west – Sidewalk only weeds, trash

10. Freeway Underpass Areas @ Hollenbeck Avenue: (M-150)
    a. North west – Sidewalk only weeds, trash
    b. North east – Landscaping, irrigation, weeds, trash
    c. South east – Landscaping, irrigation, weeds, trash
    d. South west – Sidewalk only weeds, trash

11. Freeway Underpass Areas @ Citrus Avenue: (M-151)
    a. North west – Sidewalk only weeds, trash
    b. North east – Sidewalk only weeds, trash
    c. South east – Sidewalk only weeds, trash
    d. South west – Sidewalk only weeds, trash

12. Freeway Overpass Areas @ Barranca Avenue: (M-152)
    a. North west – Sidewalk only weeds, trash
    b. North east – Sidewalk only weeds, trash
    c. South east – Sidewalk only weeds, trash
    d. South west - Sidewalk only weeds, trash

13. Freeway Underpass Areas @ Grand Avenue: (M-153)
    a. North west – Sidewalk, Rights-of Way, weeds, trash
    b. North east – Rights-of way, Sidewalk weeds, trash
    c. South east – Rights-of-way only weeds, trash
    d. South west – Sidewalk, Rights-of-way, weeds, trash

14. Freeway Underpass Areas @ Holt Avenue: (M-154)
    a. North west – Rights-of-way only weeds, trash
    b. North east – Rights-of-way only weeds, trash
    c. South east – Rights-of-way only weeds, trash
    d. South west – Rights-of-way only weeds, trash

E. CITY PROPERTY AT WASH AREAS

1. City property near the wash between Lark Ellen & Azusa Ave (M-155)
    a. Weeds, trash

2. City property near the wash from S Barranca St until E Holt Ave (M-156)
    a. Landscaping, weeds, trash

DEFINITION OF WORK

A. ABANDONED TURF AREAS

1. Remove litter/trash/debris weekly or as needed subject to the standards deemed appropriate by the City's Authorized Representative.

2. A weed control program will be included within this agreement. Spot applications as needed of a broad-spectrum herbicide may be required through the season as necessary to ensure clearance and neatness of turf, weeds and suckers growing at

the base of trees, at sprinkler heads, along fences, around buildings and other miscellaneous locations within this Contract. This program will be included in the agreement at no additional cost to the City.

3. Insect control and large-scale weed control will be included with this agreement. Pests including but not limited to insects, snails and weeds will be evaluated on an individual basis. After City approval, the Contractor may treat to provide a healthy environment for plants and public.

B. TREES

Annual tree pruning is not required in this agreement. In the interest of public safety, tree pruning shall be performed on a monthly basis to provide the following:

1. Remove any low growing, hanging, or broken branches. Contractor shall remove all sucker growth, dead or unsightly branches and all growth that adversely impacts irrigation coverage.

2. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs).

3. Basal suckers removal and waterspout suckers under the nine (9) feet pedestrian clearance level.

4. Pruning shall include the cutting back of trees adjacent to roadway intersections.

5. Adequate clearance shall be provided to include a nine (9) feet height clearance and three (3) feet side clearance adjacent to perimeter fences and walls. Sidewalks in City Rights-of-way, bordering block walls or fences will be kept clear of plant material including the (9) height clearance for pedestrian safety. Roadways will require a minimum height clearance of fourteen (14) feet.

6. Clear visibility shall be provided of all building signs and various signs posted, so that all signs are visible from a distance of one hundred feet.

7. Stake and support young trees when necessary.

8. All guys and ties shall be checked frequently to avoid girdling.

9. Dead or Diseased Trees - Contractor shall notify the City immediately when the following conditions are present:

10. Trees appear to be on a decline for no apparent reason that is known to the Contractor; and/or trees are dead.

C. SHRUBS AT ANY HEIGHT

The main goal in pruning most shrubs is to help them develop their natural beauty in the landscape. Shrubs do not need to be constantly pruned to create odd shapes; instead

their natural form should be encouraged and allowed to develop. Shrubs should be allowed to grow into each other so that they form a mass planting, barrier, or screen. Any necessary pruning shall be done with thinning and shaping cuts, which allow plant materials to blend together in shrub masses characteristic of each individual species. Exceptions to this guideline include those shrubs:

1. Which were planted with a formal hedge intent, which will require formal pruning and shaping to maintain their intended design.

2. Shrubs, which for security or traffic visibility view, must be maintained at a low height.

3. Clearance trimming for proper irrigation head coverage.

4. Shrubs planted in locations listed in Commercial Zones.

5. Any private plant material extending over onto City sidewalks or Rights-of-way or other areas that are not maintained by the property owner.

6. All Oleanders growing in medians or parkways shall be cut back (4) times annually to height requirements (as per City requirements).

7. Any specific type of pruning determined by the City to correct any other condition that the City determines is necessary.

8. Freeway Rights-of-way trimming will be cut back to behind the curb and overhead trimming to accommodate traffic.

    a. All shrubs shall be pruned back three (3) feet to prevent the obstruction of walkways and driveways, fences, walls and shall be maintained clear from pedestrian and vehicular views, curbs and gutters, signs and utilities. When pruning shrubs along walkways, shearing should be avoided. Instead, shrubs should be cut back in a manner that retains their natural shape as much as possible and tapered back at a 45-degree angle away from the sidewalk or curb. Shrubs shall also be pruned to minimize blockage of irrigation head watering patterns. Spent flower stalks, blooms, and dead growth shall be removed as needed to maintain a clean appearance in the landscape. The Contractor at no additional cost to the City will remove all dead shrubs.

D. IRRIGATED SLOPES AND GROUND COVER

Prune ground covers to keep in bounds of desired planter areas and trim top growth as necessary to achieve an overall even appearance. Thin out to remove irregular foliage masses, which distract from an overall uniform appearance. Ground covers shall be trimmed a maximum of six inches away from walks, curbs, buildings, wall, utilities, turf separation features, tree trunks, shrub and vine trunks on a regularly scheduled basis or as needed. Ground covers shall not be trimmed vertically at the edges but rather should be tapered back at a 45-degree angle. The actual method of edging shall be based on the ground cover foliage characteristics but shall not leave a shredded, damaged edge of the ground cover.

Vining and trailing ground covers that may grow up and wrap around the trunks of trees and shrubs should be trimmed and maintained in a cleared circle of a maximum of twelve inches away from the base of trunks. The intent here is to not have large patches of bare, cleared soil out to the drip-lines of plants, but rather to maintain a small buffer zone around the base of trunks. This buffer zone shall be maintained weed free.

1. All slopes and ground cover areas shall have weeds removed / abated every month. The Contractor, at no additional charge to the City, may apply a broad-spectrum pre-emergent weed control, to shrub beds and ground cover beds and slopes to assist in the long-term control of such weeds.

2. Nutshedge, Bermudagrass, Morning Glory shall be spot-treated immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped slope area at no additional cost to the City.

3. Trim and edge as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.

4. A weed is defined as an undesirable plant, which will be determined by the City Representative.

5. Dead flowers on all plants in planters will be removed as needed in order to keep a groomed appearance at all times.

6. Landscape Contractor shall be responsible for identification and control of all insect pests and diseases on plants. A qualified Pest Control Operator shall make any necessary pesticide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City Representative at the Public Services Department.

E. PLANTED AREAS

1. A broad spectrum pre-emergent weed control may be applied to shrub beds and ground cover beds and slopes once yearly. Application shall be applied between January 1st and February 28th.

2. Morning Glory, Bermudagrass, Nutshedge shall be spot treated immediately when observed with the appropriate herbicide such as Roundup, Fusillade when found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.

3. Trim and edge as necessary to restrict plant material growth from encroaching on sidewalks, streets or other adjacent areas.

4. A weed is defined as an undesirable plant, which will be determined by the City Representative or his representative.

5. The seed stems and heads shall be removed from grasses and dead flower heads in order to keep a groomed appearance at all times.

6. All drains to be kept free of debris to allow unrestricted water flow.

F. IRRIGATION

1. All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications. Contractor shall inspect irrigation system regularly. During regular maintenance activities for immediate concerns, such as broken and malfunctioning heads and shall note observations and areas that need repair in the maintenance log located in each controller. All system problems observed shall be repaired immediately upon discovery. More detailed inspections of system equipment and performance shall be conducted as needed throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City Representative once per month at the scheduled walk-through/inspection. This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pumps, controllers, valves, wiring and rain guards if installed.

2. Contractor shall keep backflow prevention devices in satisfactory condition per Los Angeles County Department of Health requirements. Contractor shall provide all materials and labor necessary for repairing backflow prevention devices. Contractor shall perform backflow prevention device test as per Los Angeles County Department of Health requirements and submit copies of completed tests to the City. This agreement currently has approximately 45 backflow preventers.

3. Contractor shall keep all controller box enclosures in good working order. This includes door panels, hinges, locks, etc. All enclosures, electric meter enclosures, and back flow devices shall be kept a deep forest green. City must approve color of paint prior to application.

4. Irrigation controllers shall be kept in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. This agreement currently has approximately 60 irrigation controllers.

5. Contractor shall install irrigation charts in each controller as to identify geographic areas, valve locations for each station, and quick coupler locations.

6. Contractor will make the following changes as needed raising, lowering, moving or adding heads to provide adequate coverage of all landscaped areas on each lateral line. Riser height shall be adjusted or extended in shrub and ground cover areas, per the growth of plant materials. Plant material shall be trimmed away from sprinkler heads to allow for full radius coverage.

7. Contractor shall check all valves for opening, closing completely, weeping or leaking. Repair as needed.

8. Contractor shall stock "high use" items for repair of irrigation systems.

9. Contractor shall replace components of irrigation system with approved type of

material (brand and model number) or substitutes approved by City.

10. Contractor shall compile and maintain "as builds" of all irrigation systems to include location and serial numbers of major components and furnish City on- going copies of these plans. As built drawings shall be given to the City upon termination of Agreement.

11. For areas with drip systems, the Contractor shall be responsible for maintaining the system within a range of 20-PSI minimum and 45-PSI maximum. 25-PSI is ideal. Hose bib clean outs shall be opened annually to flush accumulated debris and pressure check should be made at this time. After making broken hose repairs, it is essential to flush the lines using the existing hose bib clean outs. A surveillance of the system should be made every other week checking for breaks, leaks and clogging.

12. Contractor shall perform manual irrigation inspections during normal working hours. Walkways shall not be watered when pedestrian traffic is present. Irrigation system shall be installed and adjusted to prevent water from spraying on pavement line, but not limited to driveways, houses, private property, parking areas, and streets. Where irrigation of general areas is controlled by automatic time clocks, they shall be watered between 9:00 PM and 7:00 AM.

13. Contractor shall set controllers/valves to ensure proper operation of all irrigation systems. City may monitor the amount of water used and reserves the right to require the Contractor to change or reset the watering cycles at any time during this Agreement.

14. Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed or if other problems develop from a lack of water or over- watering, with reference to irrigation scheduling.

15. Damage resulting from any cause shall be immediately reported to the City Representative or his representative.

16. The repair or replacement of any irrigation component such as valves; sprinkler heads or piping shall be completed and back in operation within 24 hours following verbal or written notification from the Maintenance Division. The Contractor shall repair all components of the irrigation system to provide continuous operation and maximum coverage as per system layout and design.

17. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism. The costs thereof are included in this Agreement and Contractor will not receive any additional compensation for this work.

18. Contractor shall be responsible for replacing all components of the irrigation system that are worn out and non-repairable. City will pay wholesale material cost for worn out and non-repairable backflow prevention devices and irrigation controllers only.

19. Where it has been confirmed that damage is the result of City forces or the result of construction being performed by another Contractor working on a separate City

project, Contractor shall submit an estimate of costs for correction to City. City may authorize repair by Contractor, and if authorized, will pay for this work in the same manner as payment for "extra work."

20. Repair or replacement of damage resulting from Contractor's negligence shall be at Contractor's expense.

21. Manual or hand watered areas will be scheduled for irrigation seasonally. Adjusting of scheduled watering days will change seasonal throughout the year. From 0 – 3 days per week is common with sets running from 10 – 60 minutes per set. The City Representative or his representative will be sole judge as to the adequacy of irrigation.

G. IRRIGATION – WATER SHORTAGE

1. The City of West Covina along with the Contractor will be responsible for monitoring the amount of water used for all irrigation areas of the agreement. The City reserves the right to request the Contractor to change or reset the watering cycles at any time during this Agreement. If required to reduce the amount of water used for irrigation purposes the Contractor shall comply fully. The Contractor will ensure the efficiency of the irrigation systems is at the highest level possible. Contractor will comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources my result in deductions or other penalties.

2. The Contractor shall notify the City immediately if any plant materials appear to be wilting or stressed from a lack of water.

3. The Contractor shall notify the City immediately if over-watering is causing problems during maintenance operations.

4. The Contractor shall notify the City immediately if plant materials appear to have an unhealthy condition due to over-watering.

H. WEED REMOVAL SERVICES

1. Contractor will remove the grass and weeds from the gutter and sidewalk including fence lines and tree beds/grates of the area described in all areas listed in the location schedule above. This service will include 3 applications of non-residual herbicide to kill weeds and 2 removals of dead weeds (1-2 weeks after 2nd and 3rd sprayings). All waste material will be gathered and hauled away. This service will provide a weed-free environment throughout the growing season (April through November).

    a. **Frequency of Services:** Contractor will provide the services described above according to the following schedule:

        i. Herbicide application for weed abatement will be performed initially in April and then two subsequent sprayings as needed.

        ii. Physical removal of dead weeds will be performed 1-2 weeks after 2nd and

3rd sprayings to allow time for the herbicide to penetrate the roots.

iii. All sidewalks will be maintained weed free throughout the growing season (April-October).

b. **Materials:** While providing the services listed above, Contractor will provide and utilize the following materials: backpack sprayer and non- residual herbicide for weed abatement, line trimmers, pruner, lopper, brooms, shovels, and waste cans.

2. A qualified Pest Control Operator shall make any necessary herbicide applications. The Contractor shall submit a monthly record to the County Agricultural Commissioner of all insecticides, and herbicides used on this project. A copy of this submitted report will be sent to the City Representative at the Public Services Department.

I. PESTICIDE APPLICATIONS

1. Contractor shall apply pesticides if required by the City to control pests and infestations, including but not limited to: insects, mites, snails and other invertebrates; etc. and large area weed control. Areas of infestation shall be treated immediately when authorized by the City unless a special time requirement is State mandated for legal application of restricted materials or other legal time delays as required by law. Contractor shall apply pesticides in such a manner to provide a healthy environment for plants and the public in order to maintain a pest-free condition.

2. Pesticide operations, where required, shall be performed by a State of California Licensed Qualified Applicator. Only qualified applicators may apply or supervise the application of pesticides pursuant to Division 6, Chapter 4 of the Food and Agriculture Code. This pertains to any and all pesticides used in the City. The application of restricted materials shall comply with the following:

a. Contractor or its legally authorized subcontractor must complete an Application Restricted Materials Permit for possession and use with the Agricultural Commissioner's Office of the County of Los Angeles.

b. Photocopies of all chemical application - Restricted Materials Permits and Written Recommendations shall be furnished to City prior to use of restricted materials or application of any pesticide on City property.

c. No Restricted Use Materials shall be stored on City property.

d. Application shall not be conducted when there is a possibility of physical drift: (1) onto persons, pets, or plants (which are not intended to be treated) within the area of treatment; or (2) onto adjacent property or the public way.

e. No spraying when the public is near.

f. Treated areas shall be posted as "not to be entered" until spray has dried.

g. A 48-hour notice of intent to use pesticides shall be provided to City.

h. No spraying when wind exceeds 5 miles per hour.

i. Contractor shall comply with the State of California guidelines and legal requirements for handling and application of all chemicals.

j. A hard copy of a Material Safety Data Sheet must be furnished to City for each pesticide used along with a copy of the label of the chemical being used. This shall be on an approved form (U.S. Department of Labor Form OSHA-20).

k. Contractor will provide the City of West Covina written recommendation by an Agricultural Pest Control Adviser registered to work in Los Angeles County, prior to making any pesticide applications at the beginning of each year that the agreement is in effect.

J. GREEN WASTE

Contractor shall be responsible for the recycling of **all** landscape green waste including but not limited to grass clippings, leaves, brush and wood. Contractor is required to transport green waste to a facility where green waste materials are composted for future use. Contractor may transport wood to a facility where firewood is produced. Contractor shall furnish City with a weight receipt or receipt acceptable to the City during the first week of each month for the previous month's waste. This receipt shall contain the name of the facility receiving the green waste and a description of green waste recycled for the preceding month. City reserves the right to request that the Contractor change to a different recycling facility at any time during this agreement.

K. SPECIAL MAINTENANCE

1. Hardscape Maintenance in the Medians

a. All median areas with gravel, rock, pressed cobble stone, asphalt, etc., shall be cleaned with a mechanical device or blower, "one (1) time per month" of weeds, trash, sand and other debris (this includes all curb and gutter noses around each median section). Contractor shall clean also with all hardscape medians, all adjacent sidewalks, Rights-of-way and other areas on each side of the roadway, "one (1) time per month", when this area is not maintained by an adjacent property owner.

b. Maintain hardscape median areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.

c. This includes removal of all rubbish, trash, litter and debris left by others within the boundaries of this agreement.

d. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.

2. Landscape Maintenance in the Medians

   a. All landscaped and planted medians shall be cleaned free of weeds one time in every month. Included are weeds growing in the cracks of curbs and cracks between the street and curbing.

   b. All landscaped and planted medians shall be cleaned free of trash, rubbish, litter, and other debris "one (1) time per month".

   c. Within all median areas, Contractor shall clean all adjacent sidewalks, Rights-of-way, and other areas on each side of the roadway "one (1) time per month", when not maintained by adjacent property owners.

   d. This includes removal of all rubbish, trash, litter, and debris left by others within the boundaries of this agreement.

   e. Contractor shall document the scheduling / completion of these events and timeline of completion and return to the City routinely. This documentation should be available at the weekly scheduled meeting.

   f. All operations will be conducted to provide maximum safety for the public.

   g. Maintaining Traffic:

      i. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7- 1.095, "Flagging Costs," of the State Specifications and these Special Provisions.

      ii. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Engineer is maintained at all times.

      iii. All costs involved in complying with the requirements of this section shall be absorbed in various items of work; therefore, no separate payment shall be made.

      iv. Clear visibility shall be provided of all traffic control signs so that all approaching drivers are able to view signs from a distance of one hundred feet (prior to reaching signs)

   h. Contractor will keep sidewalks free of slime where constant runoff occurs.

   i. Leaves, paper, weeds, and any other debris will be removed from landscaped areas and disposed of offsite and not be placed in any City location.

   j. Contractor will clean sidewalks, roadways and any other areas littered or soiled by his maintenance operations at the end of each workday. The Contractor shall pay the cost and be responsible for providing replacement materials and labor necessary for repairs following vandalism, including but not limited to irrigation

components, landscaping and turfgrass.

k. Contractor is required, as part of this agreement, to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

3. Commercial Zones

a. General Services

i. Commercial zones include, but are not limited to Glendora Shopping Center, City Maintenance Yard (including Chamber of Commerce, Fire Station #1, Maintenance Administrative Office, warehouse, service garage and all Maintenance yard property.) All Auto Dealers on the Freeway areas, marked Apartment areas on the Freeway Fire Station 2, 3, 4, & 5, Sunset Parkway Mall Parkway strip, Restaurant Row, West Covina Parkway and Parkette area from Sunset Ave. to Glendora Avenue. All Commercial Zones will be serviced a minimum of one to three (1 to 3) times per week, or at the level of service specified in this Contract or as requested by the City.

ii. Turf areas will be mowed and edged on a once-a-week basis with all turfgrass maintenance operations scheduled to be completed on the same day of each week. Mowing, edging, string trimming will be completed on the same day for all areas to be maintained on that day. Scheduled will be (52) fifty-two complete mowings per year, one completed mowing scheduled each week. Mechanically trim around irrigation heads on the same frequency as the mowing schedule. Mechanically trim with string trimmers any areas missed by lawn mowers.

iii. Maintain landscape areas in a weed-free condition. A weed is defined as an undesirable plant, which will be determined by the City Representative.

iv. Chemical control of broadleaf weeds shall be initiated on an as-needed basis to maintain a "weed-free" turf condition.

v. Landscaped areas will be treated for Nutshedge, Bermudagrass, Morning Glory or any other invasive type weeds immediately with the appropriate herbicide when found in any planter, ground cover, shrub bed or irrigated landscaped area at no additional cost to the City.

vi. A broad-spectrum pre-emergent weed control applied to shrub beds and ground cover beds twice yearly.

vii. All weeds growing on sidewalks, streets, or curb and gutter areas adjacent to these areas must be controlled with contact herbicides monthly.

viii. Trim and edge all landscape areas and parking lot planters as necessary to restrict growth from encroaching on sidewalks or other adjacent areas.

ix. Contractor shall clean, remove trash, weeds and any other debris from landscaped and hardscaped areas in these commercial zones one time per

week on the same day as other scheduled maintenance occurs.

x. All other maintenance requirements shall be performed as outlined in this landscape specifications for all these Commercial Zones.

b. Glendora Shopping Center: (located along Glendora Avenue between South Garvey and Walnut Creek Parkway). Three (3) times weekly. Back alley cleaned of all rubbish, trash, litters, and debris; and weed abated four (4) times a year.

i. Parking lot areas, parking lot bumper blocks and sidewalks - Three times per week on

Monday/Wednesday/Friday the Contractor shall provide sweeping with a vacuum-type sweeper / blower and broom and shovel, as needed to pick up all dirt and debris. All debris collected will be removed from the site and disposed of at the Contractor's expense. City Representative or his representative will be sole judge as to the adequacy of equipment and procedures used.

ii. Complete policing (litter pick-up) of all parking lots, side alley's, sidewalks and landscape areas will be performed three (3) times per week on Monday, Wednesday and Friday before 9:00 am. Litter pick-up will include the parking areas along Glendora Avenue out to and including the concrete gutter flow ribbons including street parking stalls north past New Beginning Fellowship Church up to the freeway wall on South Garvey. This applies on the west and east side of Glendora Avenue. All trash can receptacles in front of business frontage shall be emptied three times weekly before 9:00 a.m. on Monday, Wednesday and Friday. All trash collected will be removed from the site and disposed of at the Contractor's expense.

iii. Contractor shall provide plastic liners for all trashcans in this business area removing and replacing each one on trash clean up days, three times per week.

iv. Weed control shall be initiated as necessary to maintain a weed-free condition. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this agreement must be controlled with contact herbicides.

v. All landscape planters (raised and in-ground) as well as tree wells shall be maintained weed-free. No individual weed (including grasses) shall remain more than two weeks. No weed may remain that has grown more than six (6) inches tall maximum.

vi. All landscape planters will be maintained neatly edged. Dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.

vii. Pruning and/or shearing shall be done as needed to maintain an attractive uniform appearance.

viii. Included in this agreement area is the area on Glendora Avenue north of Dalewood Street, on both the west and east side. This area includes sidewalks, public parking, two inground planters and tub planters all with automatic irrigation. It does not include the private landscaped areas maintained by the businesses at this location.

c. City Maintenance Yard

i. Razor wire around perimeter / interior fencing will be maintained clear of all plant material at all times. At no time will plant material be allowed to grow over or partially cover the razor wire.

ii. Perimeter Oleander screen planting will be cut back as necessary both inside and outside the fence to maintain clearance for material storage and maintaining landscaping inside City property fence line. Tree suckers will be removed from perimeter Oleander planting as needed.

iii. All other maintenance requirements as outlined in this landscape specification will apply for the City Maintenance Yard.

d. West Covina Parkway and Parkette

i. Contractor shall provide plastic liners for all trashcans in these areas. It requires three (3) total removing and replacing on each day, three times per week. This includes Bus Stop Area near Sunset Avenue. Turf and planter areas will all have trash collected three times per week and will be removed from the site and disposed of at the Contractor's expense. Monday, Wednesday, Friday.

ii. All other maintenance requirements as outlined in this landscape specification will apply for the West Covina Parkway and Parkette.

iii. All other maintenance requirements as outlined in this landscape specification will apply for the Glendora Shopping Center.

e. South Garvey Avenue, West, behind the Civic both sides of the street will be cleaned of trash once weekly on Monday.

L. PROVISIONS FOR EXTRAS

1. The Contractor is not authorized to initiate new work of any kind to be considered an extra unless the City approves a separate estimate before the work is commenced.

2. The Contractor shall not have the exclusive right to perform extra work. The City Representative or his/her authorized representative is authorized to approve the use of any developer, Contractor or City employee to add or delete new hardscape or landscape to (but not limited to) Citywide medians and freeway Rights-of-way and commercial areas.

3. After completion and approval by the City, extra work may be made part of the

agreement for the duration of the agreement and shall be maintained according to City Specifications.

4. Extra work may be required where one of three conditions may occur which include: a verbal request by the City to add new landscaping or to delete or modify existing landscape and irrigation; a request by the City to perform work as a result of Acts of God or traffic accidents; or extra work be performed by the Contractor without approval of the City only when a condition exists where it appears there is a danger of injury to persons or damage to property.

M. WORK REQUESTS

1. Individual routine Work Order Service Request shall be completed within 14 calendar days of verbal or written notification from the Public Service Department

2. Individual Work Order Service Request marked SPECIAL REQUEST shall be completed within 72-hours or of verbal or written notification City Maintenance Yard.

3. Individual Work Order Service Request marked URGENT shall be completed within 24-hours or of verbal or written notification from the Public Service Department.

4. Public parking lot surfaces and sidewalks - once weekly on Friday, the Contractor shall provide sweeping with a vacuum-type sweeper, broom and shovel as needed to pick up all dirt and debris. Blowers will not be acceptable for use while autos are in the parking lot. Outside patios will be cleaned weekly from the Public Service Department – Maintenance Division.

N. TRAFFIC, BARRIERS, SIGNS, AND SAFETY

1. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," "Portable Delineators" and 7-1.095, "Flagging Costs," of the State Specifications and these Provisions.

2. The first sentence of Section 12-2.02, "Flagging Costs," of the State Specifications is amended to read: "The cost of furnishing all flagmen to provide for passage of public traffic through or adjacent to the work under the provisions in Section 7-1.08, "Public Convenience" and 7-1.09, "Public Safety," will be borne by the Contractor."

3. Contractor shall comply with the requirements for Traffic Control as outlined in the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc., with modifications as permitted and/or requested by the City Representative. The use of "Work Area Traffic Control Handbook", published by Building News, Inc." does not relieve the Contractor of responsibility for public safety in that he may surpass these standards or request modifications as necessary.

4. A minimum of one (1) (paved) traffic lane in each direction not less than 12 feet wide shall be kept open for use by the public on all collector and secondary streets. The Contractor shall secure in place all barricades and delineators that are to remain in place for more than five (5) working days. Class I barricades shall be ten (10) feet or more in width.

5. Convenient access to driveways and buildings along the line of work shall be constantly maintained. Driveways shall be closed in such a manner that adequate ingress and egress in the opinion of the City Representative is maintained at all times.

6. Contractor may post temporary "No Parking" signs at the work sites.

7. All operations will be conducted to provide maximum safety for the public. Where agreement work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain (at his own expense) signs, lights, barricades, or other safety devices necessary to prevent accidents, injuries, or damages, consistent with the City, County and State Standards.

8. All costs involved in complying with the requirements of this section shall be absorbed in various items of work and no separate payment shall be made therefor.

O. CLEANING

1. Contractor shall maintain the agreement areas clean of debris at all times. Upon completion of any work, Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Contractor shall also clean any other areas, including roadways, which are littered or soiled as a result of his operations.

2. Contractor shall keep all gutters, curbs, and walks adjacent to agreement areas free of weeds, trash and other debris. All sidewalks adjacent to landscape areas shall be hand or mechanically swept once weekly. Contractor will keep sidewalks free of slime where constant runoff occurs.

3. Leaves, paper, weeds, and any other debris will be picked from landscaped areas, slopes and hardscape areas in the paseos, and will be removed from the site. This shall be accomplished weekly, with additional days if needed at the request of the City. All sidewalks and curb and gutters adjacent to landscaped areas will be cleaned of debris, including all limbs and vines shall be cut back along walls and overhead trees to 9 feet in height. Crews shall perform this task on the first full week and the third full week of each month. This work shall not interfere with the normal landscape maintenance work scheduled for the week within the maintenance district.

4. Contractor shall police all maintenance areas of this agreement weekly, or as often as needed to remove rubbish, trash, litter, debris (organic or non- organic), and broken or dead plant material lying on the ground. This includes all rubbish, trash, litter and debris left by others within the boundaries of this agreement.

P. PROTECTION OF EXISTING FACILITIES

Protect all irrigation, facilities, hardscape, landscape, and utilities. Any damage by Contractor (including, but not limited to irrigation heads and pipe) shall be replaced by Contractor immediately. Replacement materials and work are subject to approval by City.

Protect all landscaped areas. Ruts and other damage caused by vehicles, equipment, or other causes shall be eliminated and areas replanted per requirements of City.

Q. REPLACEMENT, VANDALISM

1. The Contractor will report without delay any damage to City equipment or property and shall be held responsible for the replacement of any damage caused by his act hereunder. Watering, spraying, and other maintenance shall not be done at a time when they might damage parked cars or at times when activities in the project area might be inconvenienced or disrupted.

2. The Contractor shall be responsible for the replacement of all materials, including shrubs, ground cover, mulch, pebble bark, irrigation, and similar materials which are necessary due to his acts or due to vandalism. The full cost of such replacement, including the cost of labor, shall be borne by the Contractor, except as provided in subsection 3 below.

3. Replacement of materials damaged by City forces, or as a result of construction being performed by another Contractor working on a separate City project. The City may authorize replacement by the Contractor and if authorized, the City will pay the Contractor for the cost of the replacement, including the cost of labor.

R. DEFICIENCIES

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

The City Representative, or his/her authorized representative, shall identify deficiencies and shall provide written notice to the Contractor to correct the deficiency. Contractor shall have three (3) days from the date the notice is provided to request a meeting with the City Representative. Said meeting shall be held within three (3) days of such request at the time and place selected by the City Representative. If, at the conclusion of that meeting, the City Representative determines that the Contractor is deficient in the performance of the agreement, the Contractor shall have three (3) days from the conclusion of the meeting to correct the deficiencies. The City Representative may specify a longer period for the correction of deficiencies.

S. MISCELLANEOUS

1. Contractor will not remove any political signs during election periods, unless requested by the City Representative.

2. The City may request that fences be repaired. The City will pay the wholesale cost of fence materials plus 20%. The Contractor shall pay the expenses of labor and make the necessary repairs as requested by the City.

3. Contractor shall be responsible for providing replacement materials and labor necessary for repairs following vandalism.

4. Contractor will report to City any malfunction or damage of the lighting system in any City of West Covina maintenance area.

5. The Contractor shall give notification of all "specialty type" maintenance operations to the City 48 hours prior to each of these operations. "Specialty type" maintenance operations are defined as fertilization, dethatching, seeding, preventive applications of turf fungicide, all pesticide applications and other types of plant replacements.

6. Should the Contractor fail to respond as specified by agreement, the Contractor will be liable for any loss sustained by the City to correct said emergency.

7. Contractor is required as part of this agreement to furnish all materials to accomplish maintenance in accordance with the foregoing specifications.

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS

ITEM NO..	LOCATION/DESCRIPTION	TO2T7A4L .P8R6ICE PER MONTH	TOTAL PRICE PER YEAR
1.	Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)	$39.75	$477.00
2.	Amar Road – Rights-of-way, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)	$51.31	$615.72
3.	Amar Road – Rights-of-way, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)	$30.98	$371.76
4.	Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)	$148.98	$1787.76
5.	Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - (0.9) miles (M-5), 71,280 Sq. Ft.	$196.66	$2,359.92
6.	Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 Sq. Ft.	$828.06	$9,936.72
7.	Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (M-7)	$98.19	$1,178.28
8.	Azusa Avenue – Rights-of-way, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)	$56.97	$683.64
9.	Azusa Avenue – Rights-of-way, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)	$26.64	$319.68
10.	Azusa Avenue – Rights-of-way, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul- de-sac - Sidewalk along block wall. Mile (0.4) (M-10)	$31.45	$377.40
11.	Azusa Avenue – Rights-of-way, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)	$9.63	$115.56

12.	Azusa Avenue – Rights-of-way, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)	$18.94	$227.28
13.	Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-15)	$480.44	$5,765.28
14.	Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-16)	$1,273.38	$15,280.56
15.	Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0) (M-17), 23,760 Sq. Ft.	$687.43	$8,249.16
16.	Azusa Avenue south – Rights-of-way, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)	$44.64	$535.68
17.	Azusa Avenue south – Rights-of-way, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habit area. (1.5) Miles. (M-19)	$478.30	$5,739.60
18.	Badillo Street – Rights-of-way and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)	$40.52	$486.24
19.	Badillo Street Median - City limits on the west, east to Lark Ellen – (1.8) miles, approximately (M-21)	$454.84	$5,458.08
20.	Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M- 22)	$22.07	$264.84
21.	Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)	$7.84	$94.08
22.	Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)	$411.40	$4,936.80
23.	Cameron Avenue – Rights-of-way, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)	$389.92	$4,679.04

24.	Cameron Avenue – Rights-of-way, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)	$383.79	$4,605.48
25.	Cameron Avenue – Rights-of-way, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)	$56.57	$678.84
26.	Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)	$85.96	$1,031.52
27.	Cameron Avenue west – Rights-of-way, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)	$17.83	$213.96
28.	Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted. (M-30) 47,520	$74.81	$897.72
29.	Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)	$261.43	$3,137.16
30.	Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Rights-of-way and sidewalk on the northeast side. (0.2) mile. (M-32)	$49.58	$594.96
31.	Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)	$7.11	$85.32
32.	Fairway Lane – Rights-of-way, sidewalk from North Garvey Avenue to Commercial Area; Southeast side (0.2)-Mile (M-34)	$16.50	$198.00
33.	Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)	$10.41	$124.92
34.	Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Rights-of-way; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)	$37.62	$451.44
35.	Francesca Drive – Rights-of-way, south side between Woodgate Drive and Nogales Street. 700 linear feet.(M-37)	$29.02	$348.24
36.	Francisquito Avenue – Rights-of-way, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)	$38.72	$464.64

37.	Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)	$179.23	$2,150.76
38.	Giano Avenue – Rights-of-way, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)	$14.89	$178.68
39.	Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)	$6.69	$80.28
40.	Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Landscape and hardscape. (1.31) Miles approximately (M-42)	$508.75	$6,105.00
41.	Grand Avenue - West Side Rights-of-way, from the San Bernardino Freeway off ramp to Holt Avenue (0.2) Mile.(M-43)	$20.83	$249.96
42.	Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)	$21.60	$259.20
43.	Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Rights-of-way, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)	$272.53	$3,270.36
44. 3	Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)- feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)	$55.58	$666.96
45.	Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)	$16.39	$196.68
46.	Holt Avenue – Rights-of-way north and south from Walnut Creek overpass east to Grand Avenue Rights-of-way in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)	$212.72	$2,552.64
47.	Lark Ellen Avenue – Rights-of-way, sidewalks on East Side between Badillo Street and Louisa Avenue (0.3) Mile. (M-49)	$35.99	$431.88
48.	Lark Ellen Avenue – Rights-of-way, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)	$61.10	$733.20
49.	Maplegrove Street – Rights-of-way between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)	$22.18	$266.16

50.	Mobeck Street – Rights-of-way and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 Sq. Ft. total. (0.4) Mile. (M-52)	$93.63	$1,123.56
51.	Nelson Street Mini Median – At Azusa Ave. Planted and hardscape areas. Manual irrigation. (M-53), 300 Sq. Ft.	$29.91	$358.92
52.	Nogales / Valley Connector areas – Landscaping, sidewalks, irrigation, tree wells on connector road, sidewalk planters, slope area, stairs, walls. (M-54)	$947.40	$11,368.80
53.	Nogales Street – Rights-of-way, sidewalk 1,000 ft. north of Amanda Street and south to school site; including entrance to Amanda on West Side of street. (0.3) Mile. (M-55)	$66.20	$794.40
54.	Nogales Street – Rights-of-way, sidewalks along wall, 750 feet north of Gina Lane & 850 feet south West Side (0.4) Mile. (M-56)	$68.91	$826.92
55.	Nogales Street – Rights-of-way, walls/fences, sidewalks between Hollingworth Street to City Limits. (0.31) Mile. (M-57)	$42.81	$513.72
56.	Nogales Street Median – From Amar Road south to La Puente Road. (1.4) Miles, Landscape, hardscape, west sidewalls, irrigation, (M-58), 110,880 Sq. Ft..	$189.63	$2,275.56
57.	Nogales Street Median – South of Northam St. to City Limits. Landscape, hardscape, irrigation, trash debris. (900) Feet in length. (M-59)	$100.50	$1,206.00
58.	North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Rights-of-way and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)	$503.33	$6,039.96
59.	North Garvey Avenue east - North side of street, Rights-of-way from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)	$50.77	$609.24
60.	North Garvey Avenue west – Rights-of-way along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)	$28.23	$338.76
61.	Oak Knoll Drive - North side Rights-of-way from Holt to street blockade rights-of- way. Weed abate, clearance trimming, trash pickup area. (0.2) Mile. (M-63)	$378.83	$4,545.96
62.	Opal Lane Mini Median – At Shakespeare Drive. Irrigated. (M-64)	$57.04	$684.48

63.	Pass & Covina Road – Rights-of-way 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)	$44.63	$535.56
64.	Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated, and planted. (M-66), 200 Sq. Ft.	$16.61	$199.32
65.	Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – (0.7) mile. Irrigated / ground cover / plants / concrete. (M-67), 79,200 Sq. Ft.	$1,525.82	$18,309.84
66.	San Bernardino Road – Rights-of-way, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)	$201.13	$2,413.56
67.	Shadow Oak Drive – Rights-of-way from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)	$37.81	$453.72
68.	Shadow Oak Drive – Rights-of-way, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)	$51.07	$612.84
69.	Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)	$9.40	$112.80
70.	Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)	$1,639.90	$19,678.80
71.	South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Rights-of-way along block wall. (0.2) Mile. (M-73)	$4.39	$52.68
72.	South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Rights-of-way along block wall. (0.2) Mile. (M-74)	$3.13	$37.56
73.	South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Rights-of-way. South side Rights-of-way and Horse Trail area; Area is (0.5) mile long.(M-75)	$201.70	$2,420.40
74.	South Garvey Avenue east – Rights-of-way and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)	$48.98	$587.76
75.	South Garvey Avenue east – Rights-of-way and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)	$3.60	$43.20
76.	South Garvey Avenue east – Rights-of-way and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)	$5.76	$69.12

77.	South Garvey Avenue west – Rights-of-way along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)	$67.62	$811.44
78.	Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Rights-of-way. (1.35) Miles (M-80)	$1,435.89	$17,230.68
79.	Sunset Avenue – Rights-of-way, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)	$16.46	$197.52
80.	Sunset Avenue – Rights-of-way, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)	$14.89	$178.68
81.	Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)	$153.65	$1,843.80
82.	Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. (M-84)	$93.65	$1,123.80
83.	Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas. - Francisquito Avenue to DelVale Street – (0.2) miles - (M-85) - Puente street to just past Louisa Avenue – (.1) mile – (M-86), 7,920 Sq. Ft.	$700	$8,400
84.	Sunset Avenue West Side, Rights-of-way, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)	$75.32	$903.84
85.	Tuesday Drive – Rights-of-way, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. (0.3) Mile. (M-88)	$18.41	$220.92
86.	Valinda Avenue – Rights-of-way from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)	$62.66	$751.92
87.	Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)	$219.57	$2,634.84
88.	Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Rights-of-way along wall. (M-91)	$16.71	$200.52
89.	Vincent Avenue – Rights-of-way, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)	$71.26	$855.12

90.	Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93)	$284.28	$3,411.36
91.	Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)	$69.34	$832.08
92.	Walnut Creek Equestrian Trail – Located between the rear of Ridge Riders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)	$55.45	$665.40
93.	Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Rights-of-way along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)	$212.97	$2,555.64
94.	West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non- planted areas. (M-97), 71,280 Sq. Ft.	$223.97	$2,687.64
95.	West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.	$8.14	$97.68
96.	Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)	$10.96	$131.52
97.	Woodgate Drive – Rights-of-way, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)	$48.57	$582.84
98.	Woodgate Drive – Rights-of-way, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)	$74.45	$893.40
99.	Woodgate Drive – Rights-of-way, sidewalk from Thomas Place south linear feet west side along block wall. (0.3) Mile. (M-102)	$23.26	$279.12
100.	Woodgate Drive – Rights-of-way, sidewalk on east corner of Art Place. Sq. Ft. (M-103)	$19.86	$238.32
101.	Woodgate Drive – Rights-of-way, sidewalk, from Dee Lane West Side linear feet, along north side block wall. (0.2) Mile. (M-104)	$23.36	$280.32

102.	Workman Avenue – Rights-of-way east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)	$10.96	$131.52
	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS TOTALS	$18,688.97	$224,267.64

TREE WELLS ONLY

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Amar Avenue - Between Westport and Magdalena both north and south sides of the street. (.9) Mile. (M-106)	$126.50	$1,518.00
2.	Amar Avenue / Azusa Avenue – All commercial corridor areas at this intersection. Both sides of the street north, south, east, west. (M-107)	$37.57	$450.84
3.	Azusa Avenue - Between Fairgrove Avenue and Commercial Area on Amar Road east and west sides. (.7) Mile. (M-108)	$21.29	$255.48
4.	Azusa Avenue - Between Mobeck Street, south to Merced Avenue on both east and west sides. (.8) Mile. (M-109)	$8.77	$105.24
5.	Cameron Avenue – North side tree wells, between Sunset Avenue and Toluca Avenue. 13 tree wells. (.4) Mile. (M-110)	$16.28	$195.36
6.	Citrus Avenue - between Workman Avenue and North Garvey Avenue east, both east and west sides. (.7) Mile. (M-111)	$7.51	$90.12
7.	Glendora Avenue - Between Walnut Creek Parkway north to South Garvey east, along West Side of the street. 24 tree wells. (.4) Mile. (M-112)	$30.06	$360.72
8.	Lakes Drive - Between Glendora Avenue and Garvey Avenue; on both the north and south side of street 14 tree wells. (.2) Mile. (M-113)	$17.53	$210.36
9.	Nogales Street - Between La Puente Road and City Limits, east side and west side. 13 tree wells. (.8) Mile. (M-114)	$16.28	$195.36
10.	Shadow Oak Drive - Between Amar Road and Nogales Street both sides of the road. (2.8) Miles.	$105.21	$1,262.52
11.	Stephanie Drive - Between Shadow Oak Drive and Shirlee Street, on both east and west sides of the street. Approx. (17) Tree wells (.5) Mile. (M-116)	$21.29	$255.48
12.	Sunset Avenue - West Side tree wells, between Walnut Creek Overpass and Cameron Avenue. 5 tree wells. (.3) Mile. (M-117)	$6.26	$75.12
13.	The Plaza Mall – Palm tree wells on the north and south side of Plaza Drive, at Mall entrance on Vincent Avenue. (.1) Mile. (M-118)	$37.57	$450.84
14.	The Plaza Mall - Palm tree wells on the north side of West Covina Parkway. (.3) Mile. (M-119)	$70.14	$841.68

15.	The Plaza Mall – Palm tree wells on the West Side of Vincent from West Covina Parkway north to Freeway. (.5) Mile. (M- 120)	$15.03	$180.36
16.	Toluca Avenue – Between Cameron Avenue and West Covina Parkway. East Side tree wells. 16 tree wells. (.2) Mile. (M-121)	$20.04	$240.48
17.	Valley Boulevard – Between Nogales Street and Sentous Ave. along the north side of the street. 21 tree wells. (.7) Mile. (M-122)	$26.30	$315.60
18.	West Covina Parkway - North side tree wells, along Sunset Parkway Mall. 18 tree wells. (.4) Mile. (M-123)	$22.54	$270.48
19.	Woodgate Drive - Between Amar Road and Shadow Oak Drive both sides of the road. (1.4) Mile. (M-124)	$36.32	$435.84
20.	Workman Avenue - between Calvados east to Citrus Avenue, south side; 11 tree wells. (.2) Mile. (M-125)	$13.78	$165.36
21.	Workman Avenue - From Citrus Avenue east to Barranca Avenue on the south side. 42 tree wells. (.7) Mile. (M-126)	$52.60	$631.20
	TREE WELLS ONLY TOTALS	$708.91	$8,506.92

COMMERCIAL ZONES

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Auto Dealer & Apartments / Freeway – North Garvey East, freeway Rights-of-way. East of Azusa to Baymar Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.25) Mile in length. (M-127)	$82.88	$994.56
2.	Auto Dealer and Freeway – South Garvey East, freeway Rights-of-way, east of Citrus Ave. Keep vines off of freeway fence, weeds. Trash clean two (2) times each month. (600) ft. length. (M-128)	$59.56	$714.72
3.	Auto Dealers & Apartments / Freeway – North Garvey East, freeway Rights-of-way. East of Hollenbeck Ave. to Citrus Ave. Auto Dealer keep vines off of fence, weeds. Trash clean two (2) times each month. (.41) Mile in length. (M- 129)	$375.71	$4,508.52
4.	Auto Dealers and Freeway – South Garvey East, freeway Rights-of-way, sidewalk tree wells, between Azusa Avenue and Baymar Street. Keep vines off of freeway fence, weeds. (.6) Mile in length, approximately six (6) feet wide. Clean two (2) times each month. (M-130)	$400	$4,800
5.	Auto Dealers and Freeway – E. Norma Avenue S. Winston Avenue ending at end of dealership building not to include 1949 Eat Norma Avenue North Side of the Street only, behind auto dealership buildings. Clean two (2) times each month. (M-130)	$70.63	$847.56
6.	City Hall, West Garvey South – W. Pacific Avenue to Sunset Avenue overpass wall along freeway Rights-of-way, keep vines cut back tight on side and top, no vines on light poles. Keep signs cleared, as needed. Trash picked up along street both sides. Twice monthly. (0.35) Mile in length. (M-131)	$194.70	$2,336.40
7.	City Maintenance Yard Facility, Chamber of Commerce and Fire Station #1 - located at 825 South Sunset Avenue. Complex on the corner of Sunset Avenue and Cameron Avenue. Clean weekly or as needed. (M-132)	$2,234.37	$26,812.44
8.	Fire Station #3 and Fire Administration Office - located at 1435 West Puente Avenue. Corner of Puente Avenue and Yaleton Avenue. Weekly service. (M-133)	$384.63	$4,615.56
9.	Fire Station #4 - Located at 1815 South Azusa Avenue. Corner of Fairgrove Avenue and Azusa Avenue. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks and walls. Does not include rear slope areas, which is MD#4. Weekly service. (M-134)	$685.71	$8,228.52

10.	Fire Station #5 - Located at 2650 East Shadow Oak Drive; corner of Nogales Street at Shadow Oak Drive. Does not include rear slope area, which is MD#4. Area total is approximately 35,098 Sq. Ft. including building. Boundaries extend three (3) feet past all flat surfaces within the compound, curbs, pavement, walks, walls and drainage swell; all landscaping with no turf areas. Weekly service. (M-135)	$963.24	$11,558.88
11.	Glendora Center Strip Mall – 100, 200 and 300 blocks of Glendora Avenue Commercial area on the East Side. Also includes small area located on the West Side of Glendora Avenue. Clean three (3) times per week or as needed. Rear alley, clean debris, weed abate (4) four times yearly. (M-136)	$2,452.99	$29,435.88
12.	Restaurant Row - North Garvey east, freeway Rights-of-way, and tree wells between Barranca Avenue and Grand Avenue; length of area is (.6) miles. Weeds. Trash cleaned twice monthly. (.34) Mile in length. (M-137)	$226.52	$2,718.24
13.	Sunset Parkway Mall - Located at 630-650 Sunset Avenue. Parkway strip and sidewalk along east side of Sunset Avenue. Work area is 1,540 Sq. Ft. Clean weekly. (M-138)	$46.33	$555.96
14.	West Covina Parkway and Parkette – Between Sunset Avenue and Glendora Avenue, along south side. All landscaped areas excluding private sections (i.e., Ruiz Tailor and Triple Check Income Tax) back to Walnut Creek fence. Turf area is approximately 6,525 Sq. Ft. total for the entire area. Work areas combined are .4 mile in linear length. Clean (3) Three times weekly. (M-139)	$939.73	$11,276.76
	COMMERCIAL ZONES TOTALS	$9,117.00	$109,404.00

FREEWAY RIGHTS-OF-WAY, OVERPASS AND UNDERPASS AREAS

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Freeway Rights-of-way North – North Garvey West between City Limits on the West and Vincent Avenue approximately 2 miles along the south side of Garvey Avenue. (M-140)	$274.86	$3,298.32
2.	Freeway Rights-of-way North – North Garvey East between Vincent Avenue and City Limits, approximately 6 miles along the south side of Garvey Avenue, Maplewood Avenue and Fairway Lane. (Excluding the Eastland Shopping Center area.). (M-141)	$589.34	$7,072.08
3.	Freeway Rights-of-way South – South Garvey West between City Limits on West and Vincent Avenue, approximately 2 miles along the north side of Garvey Avenue. (Excluding the West Covina Plaza Mall area.) (M-142)	$379.69	$4,556.28
4.	Freeway Rights-of-way South – South Garvey East between Vincent Avenue, and City limits on the east. Approximately 4.1 miles on the north side of Garvey Avenue, Holt Avenue, and Temple Way. (M-143)	$484.52	$5,814.24
5.	Freeway Underpass Areas @ Cameron Avenue: (M-144) a. North west – Slope landscaping, weeds, trash. b. North east – Slope landscaping, weeds, trash c. South east – Sidewalk weeds, trash d. South west - Slope landscaping, weeds, trash	$536.93	$6,443.16
6.	Freeway Underpass Areas @ West Covina Parkway: (M-145) a. North west – Sidewalk weeds, trash b. North east – Slope landscaping, irrigation, weeds, trash c. South east – Slope landscaping, irrigation, weeds, trash d. South west – Sidewalk weeds, trash	$531.69	$6,380.28
7.	Freeway Underpass Areas @ Sunset Avenue: (M-146) a. North west – Landscaping, weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$379.69	$4,556.28
8.	Freeway Underpass Areas @ Vincent Avenue: (M-147) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$353.48	$4,241.76

9.	Freeway Underpass Areas @ Lark Ellen Avenue: (M-148) a. North west – Landscaping, irrigation, weeds, trash b. North east – Landscaping, irrigation, weeds, trash c. South east – Landscaping, irrigation, weeds, trash d. South west – Landscaping, irrigation, weeds, trash	$411.14	$4,933.68
10.	Freeway Underpass Areas @ Azusa Avenue: (M-149) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$416.38	$4,996.56
11.	Freeway Underpass Areas @ Hollenbeck Avenue:(M-150) a. North west – Sidewalk only weeds, trash b. North east – Landscaping, irrigation, weeds, trash c. South east – Landscaping, irrigation, weeds, trash d. South west – Sidewalk only weeds, trash	$379.69	$4,556.28
12.	Freeway Underpass Areas @ Citrus Avenue: (M-151) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west – Sidewalk only weeds, trash	$405.89	$4,870.68
13.	Freeway Overpass Areas @ Barranca Avenue: (M-152) a. North west – Sidewalk only weeds, trash b. North east – Sidewalk only weeds, trash c. South east – Sidewalk only weeds, trash d. South west - Sidewalk only weeds, trash	$421.62	$5,059.44
14.	Freeway Underpass Areas @ Grand Avenue: (M-153) a. North west – Sidewalk, Rights-of Way, weeds, trash b. North east – Rights-of way, Sidewalk weeds, trash c. South east – Rights-of-way only weeds, trash d. South west – Sidewalk, Rights-of-way, weeds, trash	$468.79	5,625.48
15.	Freeway Underpass Areas @ Holt Avenue: (M-154) a. North west – Rights-of-way only weeds, trash b. North east – Rights-of-way only weeds, trash c. South east – Rights-of-way only weeds, trash d. South west – Rights-of-way only weeds, trash	$447.83	$5,373.96
	FREEWAY RIGHTS-OF-WAY, OVERPASS AND UNDERPASS AREAS TOTALS	$6,481.52	$77,778.24

CITY PROPERTY AT WASH AREAS

ITEM NO..	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	City property near the wash between Lark Ellen & Azusa Ave (M-155) a. Weeds, trash	$262.07	$3,144.84
2.	City property near the wash between S Barranca St until E Holt Ave (M-156) a. Landscaping, Weeds, trash	$393.11	$4,717.32
	CITY PROPERTY AT WASH AREAS TOTALS –	$655.18	$7,862.16

	SUMMARY	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS	$18,688.97	$224,267.64
2.	TREE WELLS ONLY	$708.91	$8,506.92
3.	COMMERCIAL ZONES	$9,117.00	$109,404.00
4.	FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS	$6,481.52	$77,778.24
5.	CITY PROPERTY AT WASH AREAS	$655.18	$7,862.16
	TOTALS	$35,651.58	$427,818.96

RATES FOR ADDITIONAL SERVICES*

***When requested by City**

Prospective Bidder Name				
Schedule of Hourly Rates				
Title	**Regular**	**Over Time**	**After Hours**	**Holiday/ Premium**
Supervisor	$ 70.00	$ 105.00	$ 105.00	$ 140.00
Irrigation Technician	$ 75.00	$ 112.50	$ 112.50	$ 150.00
Crew Member	$ 45.00	$ 68.00	$ 68.00	$ 90.00
Other (please specify)				

Schedule of Specialty Vehicles/Equipment				
Vehicle/Equipment Type	**Day Rate**	**Emergency/ After-Hours Rate**		
Loader	$177/Hr	$177/Hr		
Grading Tractor	$121/Hr	$121/Hr		
Backhoe	$157/Hr	$157/Hr		
Bobcat	$152/Hr	$152/Hr		
Water Truck	$147/Hr	$147/Hr		
500 gallon water trailer	$126/Hr	$126/Hr		

AMENDMENT NUMBER ONE TO
CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR
LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS

THIS AMENDMENT NUMBER ONE ("Amendment") is made and entered into as of May 30, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services Agreement dated January 1, 2023 for Contractor to provide landscape maintenance of Citywide medians, rights-of-way, commercial zones, sidewalks, tree wells and other areas (the "Agreement"); and

WHEREAS, City and Contractor desire to amend the Location Schedule of the Scope of Services as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, City and Contractor desire to amend Section 2.1 of the Agreement accordingly; and

WHEREAS, City and Contractor desire to add a new Section 1.8 to the Agreement relating to performance standards and liquidated damages.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section A (Medians / Parkway / Tree Wells / Sidewalks / Rights-of-Way / Walls, Fences / Other Areas) of the Location Schedule set forth in the Scope of Services shall be amended as set forth in Exhibit A to remove certain landscape areas, rights-of-way and medians and add the Azusa Avenue median from Garvey Avenue South to Fairgrove Ave.

2. Section 2.1 of the Agreement shall be amended to read as follows:

   2.1. Compensation. City agrees to pay Contractor in the amount of Thirty-Five Thousand Seven Hundred Six Dollars and Twenty-Two Cents ($35,706.22) per month in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed Two Million Six Hundred Seventy-Three Thousand Eight Hundred Sixty-Eight Dollars and Fifty Cents ($2,673,686.50).

3. The portion of the Fee Schedule outlining the fees for Medians / Parkway / Tree Wells / Sidewalks / Rights-of-Way / Walls, Fences / Other Areas and the Summary

Table outlining the total price per month and total price per year for all categories of services shall be amended as set forth in Exhibit B, attached hereto and incorporated herein.

4. Section 1.0 of the Agreement shall be amended to add a new Section 1.8 to read as follows:

1.8. Performance Standards; Liquidated Damages.

(a) Performance Standards. Contractor's performance of the work to be performed pursuant to this Agreement will be continuously evaluated by the Public Services Department. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, reviewing, sampling, conducting inspections, surveying, and assessing complaints.

Failure to perform work in accordance with the specifications of this Agreement is considered unacceptable. The Public Services Director, or his/her designee, may provide notice to Contractor of any deficiency, any incident of failure to comply with the specifications set forth in this Agreement or any other unsatisfactory performance.

Contractor shall immediately correct any deficiency, incident of failure to comply with the specifications, or unsatisfactory performance and shall explain to the Public Services Director, or his/her designee, in writing within seven (7) working days from the date of receipt of the notice of the deficiency, incident, or other unsatisfactory performance, how and when the performance will be returned to acceptable levels and Contractor's plans to ensure the unsatisfactory performance will be prevented in the future. After considering the deficiency, incident, or unsatisfactory performance, the Public Service Director, or his/her designee, may excuse the deficiency, incident, or unsatisfactory performance or elect any remedy provided by this Agreement.

(b) Liquidated Damages.

(i) If Contractor fails to meet specified performance requirements, the City may, in lieu of other remedies provided by law or this Agreement, assess liquidated damages in the amounts set forth herein and deduct them from the next monthly payment to Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the City's acceptance of liquidated damages shall be construed to waive the City's right to reimbursement for damage to its property or indemnity against third party claims.

(ii) The amounts of liquidated damages set forth herein have been set in recognition of the following circumstances existing at the time of formation of this Agreement:

(1) All the time limits and acts required to be performed by Contractor are of the essence of this Agreement;

(2) Contractor is experienced in the performance of the work required by this Agreement;

(3) The Agreement contains a reasonable statement of the work to be performed in order that the expectations of the parties are realized. The expectation of City is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the work in accordance with the terms and conditions of this Agreement at the prices set forth in the fee schedule;

(4) The parties are not under any compulsion to contract;

(5) Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered in connection with award of this Agreement to Contractor; and

(6) The liquidated damages specified herein represent a fair approximation of the damages the City would incur as a result of Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

(iii) Liquidated damages will be assessed as follows:

(1) Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) for each calendar day that the Contractor fails to complete work in accordance with the agreed upon maintenance schedule. City will notify Contractor in writing within twenty-four (24) hours of a failure to provide services in accordance with the maintenance schedule.

(2) If Contractor fails to meet any specification identified in Exhibit A, City will notify Contractor in writing of such failure within seventy-two (72) hours. Contractor shall

cure the failure within seventy-two (72) hours of receipt of such notice. If such failure is not corrected within such twenty-four (24) hour period, Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) per failure identified by City, per occurrence. City will assess liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) per failure identified for each calendar day the failure continues until the performance failure is corrected to the City's satisfaction.

(3) In addition to the amounts set forth above, the City may impose remedies in accordance with the Performance Requirements Summary, attached hereto as Exhibit "C" and incorporated herein, if the performance criteria detailed therein is not met to acceptable standards as determined by the Public Services Director or his/her designee.

5. The Performance Requirements Standards attached hereto as Exhibit C shall be added to the Agreement as Exhibit C.

6. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Amendment in a court of law based solely on the absence of an original signature.

8. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Amendment.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, City and Contractor have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

Paulina Morales
City Manager

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Stephanie Sikkema
Acting Human Resources and Risk Management Director

CONTRACTOR

Rene Rivera
Group Vice President

David Moo
Business Development Executive/ Assistant Secretary

EXHIBIT A

AMENDMENTS TO LOCATION SCHEDULE

A. MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS

General Scope of Service for the following areas include but are not limited to furnish all labor, equipment, materials and supervision to perform all landscape maintenance, weed control and abatement, and brush abatement. All side and overhead vegetation removal for sidewalk tree suckers, tree wells, walls, and fences for pedestrian, or roadway vehicle clearance. Trash collection and removal, sweeping, litter/debris clean up, and disposal of all collected materials. Irrigation both manual and automatic and repair of all systems. Locations subject to the determination of the City's authorized representative.

Regarding walls/fences to the rear or side of a private property or a commercial property with a sidewalk will be kept clear of vegetation for pedestrian clearance, to the side and overhead, and any non-maintained Rights-of-way, weed abated. Exact locations need not be listed.

1. Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. 0.2 miles. (M-1)

2. Amar Road – Rights-of-way, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. 0.4 miles. (M-2)

3. Amar Road – Rights-of-way, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)

4. Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. 0.22 miles in length. (M-4)

5. Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - 0.9 miles. (M-5), 71,280 square feet

6. Amar Road Median – From Westport east to City Limits @ Magdalena Drive. 1 mile planted and non-planted. (M-6), 79,280 square feet

7. Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (M-7)

8. Azusa Avenue – Rights-of-way, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. 0.6 miles. (M-8)

9. Azusa Avenue – Rights-of-way, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. 0.2 miles. (M-9)

10. Azusa Avenue – Rights-of-way, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul-de-sac -

Sidewalk along block wall. 0.4 miles. (M-10)

11. Azusa Avenue – Rights-of-way, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. 0.2 miles. (M-11)

12. Azusa Avenue – Rights-of-way, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. 0.4 miles. (M-12)

13. Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. 0.47 miles in length. (M-15)

14. Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. 0.81 miles in length. (M-16)

15. Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. 1.0 mile. (M-17), 23,760 square feet

16. Azusa Avenue Median - From Garvey Avenue Suth to Fairgrove Avenue. 1.9 miles. (Map included as Attachment 1)

17. Azusa Avenue south – Rights-of-way, sidewalk on West Side. From Stratford south to Fairgrove Avenue. 0.8 miles. (M-18)

18. Azusa Avenue south – Rights-of-way, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habit area. 1.5 miles. (M-19)

19. Badillo Street – Rights-of-way and other area on South side, between Vincent Avenue and School site. 0.6 miles in length depth varies from 10 feet to 55 feet. No sidewalk. 0.6 miles. (M-20)

20. Badillo Street Median - City limits on the west, east to Lark Ellen – 1.8 miles, approximately (M-21)

21. Barranca St., North of freeway, west sidewalk, wall, tree wells. 0.1 miles. (M- 22)

22. Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. 0.2 miles. (M-23)

23. Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. 0.25 acres. 280 feet long. (M-24)

24. Cameron Avenue – Rights-of-way, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft. along wall. Include entrance to La Serena Drive; clean, weed abate. 0.4 miles. (M-25)

25. Cameron Avenue – Rights-of-way, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area

325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. 0.7 miles. (M-26)

26. Cameron Avenue – Rights-of-way, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. 0.3 miles. (M-27)

27. Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)

28. Cameron Avenue west – Rights-of-way, sidewalk along south side between California Avenue and Glendora Avenue. 0.3 miles. (M-29)

29. Citrus Avenue Median - From Workman Avenue south to Norma Avenue, 0.6 miles planted and non-planted. (M-30) 47,520

30. Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)

31. Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Rights-of-way and sidewalk on the northeast side. 0.2 miles. (M-32)

32. Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)

33. Fairway Lane – Rights-of-way, sidewalk from North Garvey Avenue to Commercial Area; Southeast side. 0.2 miles. (M-34)

34. Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)

35. Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Rights-of-way; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. 0.6 miles. (M-36)

36. Francesca Drive – Rights-of-way, south side between Woodgate Drive and Nogales Street. 700 linear feet. (M-37)

37. Francisquito Avenue – Rights-of-way, south side between Mayland Avenue and Orange Avenue. 0.7 miles. (M-38)

38. Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. 0.3 miles. (M-39)

39. Giano Avenue – Rights-of-way, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. 0.2 miles. (M-40)

40. Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)

41. Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Landscape and hardscape. 1.31 miles, approximately (M-42)

42. Grand Avenue - West Side Rights-of-way, from the San Bernardino Freeway off ramp to Holt Avenue. 0.2 miles. (M-43)

43. Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. 0.3 miles. (M-44)

44. Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Rights-of-way, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. 0.3 miles. (M-45)

45. Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)

46. Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)

47. Holt Avenue – Rights-of-way north and south from Walnut Creek overpass east to Grand Avenue Rights-of-way in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. 0.4 miles. (M-48)

48. Lark Ellen Avenue – Rights-of-way, sidewalks on East Side between Badillo Street and Louisa Avenue. 0.3 miles. (M-49)

49. Lark Ellen Avenue – Rights-of-way, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. 0.4 miles. (M-50)

50. Maplegrove Street – Rights-of-way between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. 0.4 miles. (M-51)

51. Mobeck Street – Rights-of-way and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 square feet total. 0.4 miles. (M-52)

52. North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Rights-of-way and sidewalk. Some areas irrigated. 1.1 miles. (M-60)

53. North Garvey Avenue east - North side of street, Rights-of-way from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. 0.4 miles. (M-61)

54. North Garvey Avenue west – Rights-of-way along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. 0.6 miles. (M-62)

55. Oak Knoll Drive - North side Rights-of-way from Holt to street blockade rights-of-way. Weed abate, clearance trimming, trash pickup area. 0.2 miles. (M-63)

56. Opal Lane Mini Median – At Shakespeare Drive. Irrigated. (M-64)

57. Pass & Covina Road – Rights-of-way 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. 0.4 miles. (M-65)

58. Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated and planted. (M-66), 200 square feet.

59. Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – 0.7 miles. Irrigated / ground cover / plants / concrete. (M-67), 79,200 square feet.

60. San Bernardino Road – Rights-of-way, south side, between Orange Avenue west to City Limits. 0.4 miles. (M-68)

61. Shadow Oak Drive – Rights-of-way from Amar Road south to Woodgate Drive; West side only. 0.5 miles (M-69)

62. Shadow Oak Drive – Rights-of-way, 700 feet west of Gemini Street and 230 feet east. 0.5 miles. (M-70)

63. Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. 0.2 miles. (M-71)

64. Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. 0.8 miles. (M-72)

65. South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Rights-of-way along block wall. 0.2 miles. (M-73)

66. South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Rights-of-way along block wall. 0.2 miles. (M-74)

67. South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Rights-of-way. South side Rights-of-way and Horse Trail area; Area is 0.5 miles long. (M-75)

68. South Garvey Avenue east – Rights-of-way and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. 0.4 miles. (M-76)

69. South Garvey Avenue east – Rights-of-way and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. 0.1 miles. (M-77)

70. South Garvey Avenue east – Rights-of-way and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. 0.2 miles. (M-78)

71. South Garvey Avenue west – Rights-of-way along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)

72. Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Rights-of-way. 1.35 miles. (M-80)

73. Sunset Avenue – Rights-of-way, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. 0.2 miles (M-81)

74. Sunset Avenue – Rights-of-way, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)

75. Sunset Avenue Median - North of freeway, to Puente Street – 0.5 miles. (M-83)

76. Sunset Avenue Median - South of freeway, 1.6 miles, to Fairgrove Avenue. (M-84)

77. Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas.

78. Francisquito Avenue to DelVale Street – 0.2 miles. (M-85)

79. Puente street to just past Louisa Avenue – 0.1 miles. (M-86), 7,920 square feet

80. Sunset Avenue West Side, Rights-of-way, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. 0.25 miles. (M-87)

81. Tuesday Drive – Rights-of-way, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. 0.3 miles. (M-88)

82. Valinda Avenue – Rights-of-way from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. 0.8 miles. (M-89)

83. Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. 0.16 miles in length. (M-90)

84. Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Rights-of-way along wall. (M-91)

85. Vincent Avenue – Rights-of-way, sidewalks on both east and West Side between City Limits and Puente Street. 0.4 miles. (M-92)

86. Vincent Avenue Median - West Covina Parkway, north to Badillo - 1.5 miles planted. (M-93)

87. Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. 0.5 miles. (M-94)

88. Walnut Creek Equestrian Trail – Located between the rear of Ridgeriders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length: 0.3 miles. (M-95)

89. Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear

ft. down past Leewood Street. East side Rights-of-way along Walnut Creek. Depth of area varies from 17 feet to 30 feet. 0.4 miles. (M-96)

90. West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately 0.9 miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.

91. West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. 0.3 miles. (M-98), 23,760 Sq. Ft.

92. Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. 0.1 miles. (M-99)

93. Woodgate Drive – Rights-of-way, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)

94. Woodgate Drive – Rights-of-way, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. 0.4 miles. (M-101)

95. Woodgate Drive – Rights-of-way, sidewalk from Thomas Place south linear feet west side along block wall. 0.3 miles. (M-102)

96. Woodgate Drive – Rights-of-way, sidewalk on east corner of Art Place. 500 Sq. Ft. (M-103)

97. Woodgate Drive – Rights-of-way, sidewalk, from Dee Lane West Side, 875 linear feet, along north side block wall. 0.2 miles. (M-104)

98. Workman Avenue – Rights-of-way east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning. 0.1 miles. (M-105)

ATTACHMENT 1

MAP OF AZUSA AVE. MEDIAN

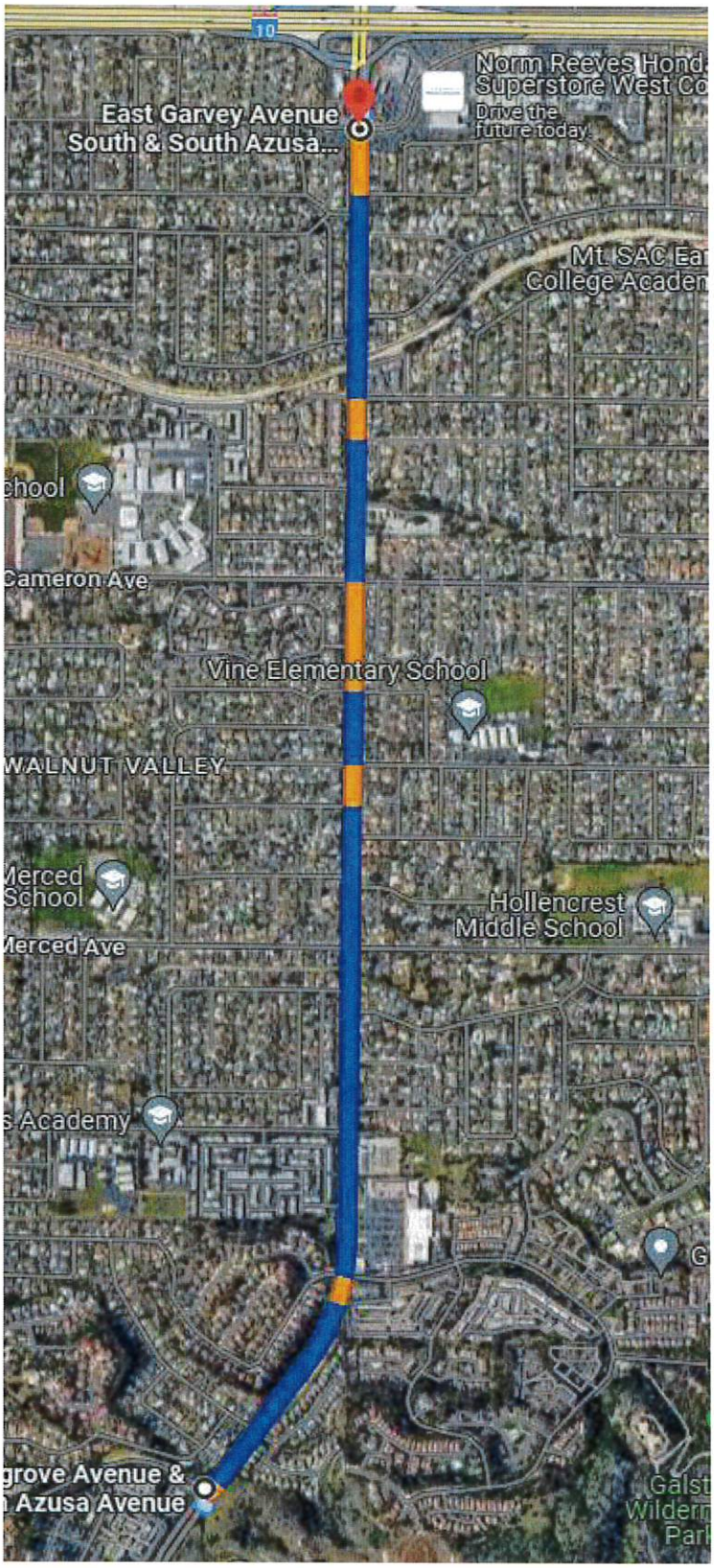

East Garvey Avenue
South & South Azusa...
Norm Reeves Hond
Superstore West Co
Drive the
future today
Mt SAC Ear
College Acaden
chool
Cameron Ave
Vine Elementary School
WALNUT VALLEY
Merced
School
Merced Ave
Hollencrest
Middle School
s Academy
G
grove Avenue &
Azusa Avenue
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Wilderr
Parl

EXHIBIT B

AMENDMENTS TO FEE SCHEDULE

FEE SCHEDULE

MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS

ITEM NO.	LOCATION/DESCRIPTION	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	Amar Road – From Shadow Oak Drive west 800 linear ft. along block wall; sidewalk and 18 tree wells on south side. (0.2) (M-1)	$39.75	$477.00
2.	Amar Road – Rights-of-way, north side; from Lark Ellen west to Commercial area at Valinda Avenue; 1,300 linear ft. along block wall; sidewalk and tree wells. (0.4) Mile. (M-2)	$51.31	$615.72
3.	Amar Road – Rights-of-way, sidewalk approximately 15-ft. deep area 825 linear ft. along block wall at Rolling Wood Apartment Complex. (M-3)	$30.98	$371.76
4.	Amar Road Median – From Azusa Avenue West to Brentwood Dr. Landscape, hardscape. Weeds, trash, debris. (0.22) Mile in length. (M-4)	$148.98	$1787.76
5.	Amar Road Median – From Azusa east to Westport. Landscape, hardscape. - (0.9) miles (M-5), 71,280 Sq. Ft.	$196.66	$2,359.92
6.	Amar Road Median – From Westport east to City Limits @ Magdalena Drive. (1)-mile planted and non-planted. (M-6), 79,280 Sq. Ft.	$828.06	$9,936.72
7.	Audrey Lane Mini Median – At Adrienne Drive. Irrigated, planted and hardscape areas. (M-7)	$98.19	$1,178.28
8.	Azusa Avenue – Rights-of-way, from north of Fleetwell Avenue south 1,690 linear ft. to Michelle Street - sidewalk along block walls. Mile (0.6) (M-8)	$56.97	$683.64
9.	Azusa Avenue – Rights-of-way, from Mobeck Street south 600 linear feet to Cameron Avenue on the West Side of street. Sidewalk along block wall. Mile (0.2) (M-9)	$26.64	$319.68
10.	Azusa Avenue – Rights-of-way, on the east side north of Merced 144 linear ft. and south of Merced Avenue 1,150 linear ft. to just past Rio De Oro Drive cul- de-sac - Sidewalk along block wall. Mile (0.4) (M-10)	$31.45	$377.40

11.	Azusa Avenue – Rights-of-way, on the east side south of Linda Vista Street 300 linear ft. to Greenville Drive - sidewalk along block wall. Mile (0.2) (M-11)	$9.63	$115.56

12.	Azusa Avenue – Rights-of-way, on the eastside north of Alaska Street 110 linear ft. and south 470 linear ft. to Vine Avenue - sidewalk along block wall. Mile (0.4) (M-12)	$18.94	$227.28
13.	Azusa Avenue Median – From Amar Rd. South to Temple Avenue. Landscape, hardscape, weeds trash, debris. (0.47) Mile in length. (M-15)	$480.44	$5,765.28
14.	Azusa Avenue Median – From Fairgrove Avenue south to Amar Rd. Landscaping, hardscape, irrigation, tree wells, sidewalks. (0.81) Mile in length. (M-16)	$1,273.38	$15,280.56
15.	Azusa Avenue Median – South Garvey north to City Limits. Planted, hardscape, irrigated. Mile (1.0) (M-17), 23,760 Sq. Ft.	$687.43	$8,249.16
16.	Azusa Avenue Median - From Garvey Avenue Suth to Fairgrove Avenue 1.9 miles	$1,500.00	$18,000.00
17.	Azusa Avenue south – Rights-of-way, sidewalk on West Side. From Stratford south to Fairgrove Avenue. (0.8) Mile. (M-18)	$44.64	$535.68
18.	Azusa Avenue south – Rights-of-way, sidewalk, tree wells, from Aroma Drive down to the Shopping Center on Amar Road; Eastside, Includes chain link fence along the Calif. Coastal Shrub habit area. (1.5) Miles. (M-19)	$478.30	$5,739.60
19.	Badillo Street – Rights-of-way and other area on South side, between Vincent Avenue and School site. .6 mile in length depth varies from 10 feet to 55 feet. No sidewalk. (0.6) Mile (M-20)	$40.52	$486.24
20.	Badillo Street Median - City limits on the west, east to Lark Ellen – (1.8) miles, approximately (M-21)	$454.84	$5,458.08
21.	Barranca St., North of freeway, west sidewalk, wall, tree wells. (0.1) Mile (M- 22)	$22.07	$264.84
22.	Broadmoor Avenue – Cul-de-sac area drainage channel running west along wall past Shadydale Avenue approximately 430 total ft. (0.2) Mile. (M-23)	$7.84	$94.08

23.	Cameron Ave Slope Easement – South side of Cameron Ave. just east of Heritage Park. Weed abate, drain cleaning, sidewalk clearance trimming. (0.25) Acres. 280 feet long. (M-24)	$411.40	$4,936.80
24.	Cameron Avenue – Rights-of-way, sidewalk, and open areas along block wall on the south side of Cameron Avenue; 25 ft. deep narrowing to 8 ft. deep, east of La Serena Drive for 325 linear ft. 25-ft. deep, west of La Serena Drive for 450 ft along wall. Include entrance to La Serena Drive; clean, weed abate. (0.4) Mile. (M-25)	$389.92	$4,679.04
25.	Cameron Avenue – Rights-of-way, sidewalk on north side between Barranca Avenue and Prospero Drive; including mini median on Prospero Drive. Slope area 325 linear ft. in length and 50 ft. deep at the rear of two properties on La Serena Drive. (0.7) Mile. (M-26)	$383.79	$4,605.48
26.	Cameron Avenue – Rights-of-way, sidewalk on the north side between Sunset Avenue and Evanwood Avenue. (0.3) Mile. (M-27)	$56.57	$678.84
27.	Cameron Avenue / Eddies Drainage Ditch - Clear ditch itself 5 feet back on each side from where it leaves block wall to point that it enters Golf Course. Areas behind private property and block wall clean to wall and private property fence. The ditch runs behind the block wall from flood basin to Golf Course 1,075 linear ft. Clean, weed abate, clear and trim back all overhanging landscaping. (M-28)	$85.96	$1,031.52
28.	Cameron Avenue west – Rights-of-way, sidewalk along south side between California Avenue and Glendora Avenue. (0.3) Mile. (M-29)	$17.83	$213.96
29.	Citrus Avenue Median - From Workman Avenue south to Norma Avenue, (0.6) miles planted and non-planted. (M-30) 47,520	$74.81	$897.72
30.	Citrus Avenue Slope – North of Vanderhoof Drive, East Side of Citrus Avenue. 230 linear feet x 30 feet of planted irrigated slope area. (M-31)	$261.43	$3,137.16
31.	Doublegrove Street – North of Cambridge Court approximately 325 linear feet; Rights-of-way and sidewalk on the northeast side. (0.2) mile. (M-32)	$49.58	$594.96
32.	Eckerman / Carlton Avenue - Cul-de-sac's and connector to Palm View Park. (M-33)	$7.11	$85.32

33.	Fairway Lane – Rights-of-way, sidewalk from North Garvey Avenue to Commercial Area; Southeast side (0.2)-Mile (M-34)	$16.50	$198.00
34.	Faye Lane Mini Median – At Francesca Drive. Irrigated, planted and hardscape areas. (M-35)	$10.41	$124.92
35.	Fleetwell Avenue – From Workman Avenue south to Mardina Street; East side Rights-of-way; 920 linear feet, 18 tree wells. Trash pickup, sidewalk cleaning, tree wells. (0.6) Mile (M-36)	$37.62	$451.44
36.	Francesca Drive – Rights-of-way, south side between Woodgate Drive and Nogales Street. 700 linear feet.(M-37)	$29.02	$348.24
37.	Francisquito Avenue – Rights-of-way, south side between Mayland Avenue and Orange Avenue. (0.7) Mile. (M-38)	$38.72	$464.64

38.	Francisquito Avenue – South sidewalk walls/fences keep plant material clear for pedestrian traffic, weeds, trash. Between Sunset Avenue west to Orange Avenue. (0.3) Mile. (M-39)	$179.23	$2,150.76
39.	Giano Avenue – Rights-of-way, West Side of street. From Gemini Street 950 linear feet south to Wednesday Drive. (0.2) Mile. (M-40)	$14.89	$178.68
40.	Gina Lane Mini Median – At Nogales Street; irrigated, planted and hardscape areas. (M-41)	$6.69	$80.28
41.	Glendora Avenue Median - From and including triangle at Glendora and Vincent South to City Limits. Landscape and hardscape. (1.31) Miles approximately (M-42)	$508.75	$6,105.00
42.	Grand Avenue - West Side Rights-of-way, from the San Bernardino Freeway off ramp to Holt Avenue (0.2) Mile.(M-43)	$20.83	$249.96
43.	Grand Avenue Median – Hardscape median at freeway, weeds, trash, debris. Both north and south of freeway. (0.3) mile. (M-44)	$21.60	$259.20
44.	Grenoble Avenue – West from Azusa Avenue north side of Grenoble Avenue along Rights-of-way, sidewalk; 10-foot back for 500 linear feet. South side 175 linear feet 10-foot back. (0.3) Mile. (M-45)	$272.53	$3,270.36

45.	Hollencrest Circle – At end of cul-de-sac and south side of Hollencrest Cir. Sidewalk Clearance and weed abate. (65)-feet behind sidewalk at cul-de-sac and (20) feet behind sidewalk on south side of the street. (M-46)	$55.58	$666.96
46.	Holt Avenue - At Oak Knoll Drive, south side areas to the east and west side of intersection. Weed abatement, trash pickup; approximately 2,300 Sq. Ft. (M-47)	$16.39	$196.68
47.	Holt Avenue – Rights-of-way north and south from Walnut Creek overpass east to Grand Avenue Rights-of-way in undeveloped areas. Clearance trimming roadway, weed abate and trash pickup area. (0.4) Mile. (M-48)	$212.72	$2,552.64
48.	Lark Ellen Avenue – Rights-of-way, sidewalks on East Side between Badillo Street and Louisa Avenue (0.3) Mile. (M-49)	$35.99	$431.88
49.	Lark Ellen Avenue – Rights-of-way, west side. From Amar Road north 1,400 linear ft. up to Condo's on Pass & Covina Road. (0.4) Mile. (M-50)	$61.10	$733.20
50.	Maplegrove Street – Rights-of-way between Valinda Street east to Pass & Covina Road. 800 linear ft. on the southside; 8 tree wells. (0.4) Mile. (M-51)	$22.18	$266.16

51.	Mobeck Street – Rights-of-way and other area between Holly Place and Valinda Avenue on the south side. Areas total 780 feet in length and 20 feet deep, 15,600 Sq. Ft. total. (0.4) Mile. (M-52)	$93.63	$1,123.56
52.	North Garvey Avenue east - from Fairway Lane to City Limits. North side slope area Rights-of-way and sidewalk. Some areas irrigated. (1.1) Mile. (M-60)	$503.33	$6,039.96
53.	North Garvey Avenue east - North side of street, Rights-of-way from Maplewood Avenue to Toland Avenue. Including sidewalk passageway from Maplewood Avenue to Vincent Avenue along freeway fencing. (0.4) Mile. (M-61)	$50.77	$609.24
54.	North Garvey Avenue west – Rights-of-way along walls; north side of Garvey Avenue between Willow Avenue west to the Radisson Hotel. (0.6) Mile (M-62)	$28.23	$338.76
55.	Oak Knoll Drive - North side Rights-of-way from Holt to street blockade rights-of- way. Weed abate, clearance	$378.83	$4,545.96

	trimming, trash pickup area. (0.2) Mile. (M-63)		
56.	Opal Lane Mini Median – At Shakespeare Drive. Irrigated. (M-64)	$57.04	$684.48

57.	Pass & Covina Road – Rights-of-way 625 linear ft. north of Jennifer Place and 300 linear ft. south; West Side along block wall area. 16 tree wells. (0.4) Mile. (M-65)	$44.63	$535.56
58.	Priscilla Drive Mini Median – At Shakespeare Drive; Irrigated, and planted. (M-66), 200 Sq. Ft.	$16.61	$199.32
59.	Rowland Avenue Median - Lark Ellen Avenue to Armel Drive @ City Limits – (0.7) mile. Irrigated / ground cover / plants / concrete. (M-67), 79,200 Sq. Ft.	$1,525.82	$18,309.84
60.	San Bernardino Road – Rights-of-way, south side, between Orange Avenue west to City Limits. (0.4) Mile. (M-68)	$201.13	$2,413.56
61.	Shadow Oak Drive – Rights-of-way from Amar Road south to Woodgate Drive; West side only. (0.5) Mile (M-69)	$37.81	$453.72
62.	Shadow Oak Drive – Rights-of-way, 700 feet west of Gemini Street and 230 feet east. (0.5) Mile. (M-70)	$51.07	$612.84
63.	Shakespeare Drive – On the East Side north of Opal Lane 600 linear ft., sidewalk along wall area. (0.2 Mile) (M-71)	$9.40	$112.80
64.	Shakespeare Drive Median – Between Shadow Oak Drive and Nogales Street. Length 63,360 linear ft. Landscape and hardscape. (0.8) Mile. (M-72)	$1,639.90	$19,678.80
65.	South Garvey Avenue east – From Fircroft Street 140 feet east and west. South side Rights-of-way along block wall. (0.2) Mile. (M-73)	$4.39	$52.68
66.	South Garvey Avenue east – From Mockingbird Lane 200 feet east. South side Rights-of-way along block wall. (0.2) Mile. (M-74)	$3.13	$37.56
67.	South Garvey Avenue east - From Monte Verde Drive to City Limits. North side freeway Rights-of-way. South side Rights-of-way and Horse Trail area; Area is (0.5) mile long.(M-75)	$201.70	$2,420.40

68.	South Garvey Avenue east – Rights-of-way and other area, from Lark Ellen Avenue east 1,390 linear feet. South side of street; all area along and back 25 feet to block wall. (0.4) Mile. (M-76)	$48.98	$587.76
69.	South Garvey Avenue east – Rights-of-way and other area, south side from Garden Glen east 230 linear feet; back 25 feet to block wall. (0.1) Mile. (M-77)	$3.60	$43.20
70.	South Garvey Avenue east – Rights-of-way and other area, south side from Astell Avenue east 180 linear ft. back 25 ft. to block wall. (0.2) Mile. (M-78)	$5.76	$69.12

71.	South Garvey Avenue west – Rights-of-way along the south side of Garvey Avenue from Sunkist Avenue west to Mossberg Avenue. (0.5) Mile (M-79)	$67.62	$811.44
72.	Sunset Avenue - Between Vine Avenue, South to City Limits, on the East/West sidewalks, Rights-of-way. (1.35) Miles (M-80)	$1,435.89	$17,230.68
73.	Sunset Avenue – Rights-of-way, sidewalk, 550 linear feet north of Roseway Avenue and 500 linear feet south to Vine Avenue. Mile (0.2) (M-81)	$16.46	$197.52
74.	Sunset Avenue – Rights-of-way, sidewalk, 950 linear feet South of Vine Avenue to end of wall before Merced Avenue. (M-82)	$14.89	$178.68
75.	Sunset Avenue Median - North of freeway, to Puente Street – (0.5) miles (M-83)	$153.65	$1,843.80
76.	Sunset Avenue Median - South of freeway, (1.6) miles, to Fairgrove Avenue. (M-84)	$93.65	$1,123.80
77.	Sunset Avenue Parkways - Oleanders pruned four (4) times yearly. No ground cover areas. - Francisquito Avenue to DelVale Street – (0.2) miles - (M-85) - Puente street to just past Louisa Avenue – (.1) mile – (M-86), 7,920 Sq. Ft.	$700	$8,400
78.	Sunset Avenue West Side, Rights-of-way, sidewalk, wall from just north of Farlington St. down to Francisquito Ave. (0.25) Mile. (M-87)	$75.32	$903.84

79.	Tuesday Drive – Rights-of-way, sidewalk east of Shakespeare Drive .2 mile west along block wall on south side. (0.3) Mile. (M-88)	$18.41	$220.92
80.	Valinda Avenue – Rights-of-way from City Limit south of Dore Street north to Maplegrove Street. East Side along block wall, sidewalk and 17 tree wells 2,600 linear ft. (0.8) Mile. (M-89)	$62.66	$751.92
81.	Valley Blvd. Median - At Nogales St. Overpass Bridge. Landscape, hardscape irrigation, tree wells in sidewalk. (0.16) Miles in length. (M-90)	$219.57	$2,634.84
82.	Vanderhoof Drive – Cul-de-sac at end of street and 150 feet East Side Rights-of-way along wall. (M-91)	$16.71	$200.52
83.	Vincent Avenue – Rights-of-way, sidewalks on both east and West Side between City Limits and Puente Street. (0.4) Mile. (M-92)	$71.26	$855.12
84.	Vincent Avenue Median - West Covina Parkway, north to Badillo - (1.5) miles planted. (M-93)	$284.28	$3,411.36
85.	Walnut Creek Equestrian Trail - Located between Barranca Street and Holt Avenue. Horse trail on the south side of Walnut Creek Wash; Length is 1,450 linear ft.; Overhead clearance to be maintained to 14 ft. Depth of area varies from 20 ft. to 50 ft. (0.5) Mile. (M-94)	$69.34	$832.08
86.	Walnut Creek Equestrian Trail – Located between the rear of Ridge Riders Park and Barranca Street. Horse trail on the south side of Walnut Creek Wash, overhead clearance to be maintained to 14 ft., side clearance to fences. Length (0.3) mile. (M-95)	$55.45	$665.40
87.	Walnut Creek Parkway – Southeast side of street from Sherway Street; 1,410 linear ft. down past Leewood Street. East side Rights-of-way along Walnut Creek. Depth of area varies from 17 feet to 30 feet. (0.4) Mile. (M-96)	$212.97	$2,555.64
88.	West Covina Parkway Median - Between Vincent Avenue and Sunset Avenue approximately (.9) miles planted and non-planted areas. (M-97), 71,280 Sq. Ft.	$223.97	$2,687.64

89.	West Covina Parkway Median – Located south of South Garvey west-northwest 1,000 linear ft. to Pacific Avenue. Planted and hardscape non-planted areas. (0.3) Mile. (M-98), 23,760 Sq. Ft.	$8.14	$97.68
90.	Wimbledon Court – At Grenoble Avenue west side only 5-ft. back for 345 linear ft. north along sidewalk. (0.1) Mile. (M-99)	$10.96	$131.52
91.	Woodgate Drive – Rights-of-way, from Delia Place west 125 linear feet, east 115 linear feet along north side block wall. (M-100)	$48.57	$582.84
92.	Woodgate Drive – Rights-of-way, sidewalk from Christie Lane west 700 linear feet, east 150 linear feet along block wall on the south side. (0.4) Mile.(M-101)	$74.45	$893.40
93.	Woodgate Drive – Rights-of-way, sidewalk from Thomas Place south linear feet west side along block wall. (0.3) Mile. (M-102)	$23.26	$279.12
94.	Woodgate Drive – Rights-of-way, sidewalk on east corner of Art Place. Sq. Ft. (M-103)	$19.86	$238.32
95.	Woodgate Drive – Rights-of-way, sidewalk, from Dee Lane West Side linear feet, along north side block wall. (0.2) Mile. (M-104)	$23.36	$280.32

96.	Workman Avenue – Rights-of-way east of Chevron Station on south side; East 290 linear ft. along block wall. Trash pickup, sidewalk cleaning (0.1) Mile. (M-105)	$10.96	$131.52
	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS TOTALS	$18,743.61	$224,923.32

	SUMMARY	TOTAL PRICE PER MONTH	TOTAL PRICE PER YEAR
1.	MEDIANS / PARKWAY / TREE WELLS / SIDEWALKS / RIGHTS-OF-WAY / WALLS, FENCES / OTHER AREAS	$18,743.61	$224,923.32
2.	TREE WELLS ONLY	$708.91	$8,506.92
3.	COMMERCIAL ZONES	$9,117.00	$109,404.00
4.	FREEWAY RIGHT OF WAYS, OVERPASS AND UNDERPASS AREAS	$6,481.52	$77,778.24
5.	CITY PROPERTY AT WASH AREAS	$655.18	$7,862.16
	TOTALS	$35,706.22	$428,474.64

EXHIBIT C

PERFORMANCE REQUIREMENTS STANDARDS

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A and B, inclusive, of this Agreement (Exhibits A and B) and this PRS, Exhibits A and B shall control. The City reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A and B, to clarify Performance Requirements, or to monitor any part of this Agreement.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. CONTRACT COMPLIANCE				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	$500 per occurrence plus any fine(s) charged to the City by a regulatory or governmental agency.	☐ Yes ☐ No ☐ N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost. Also, possible suspension or termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/ Quarterly Reports, as agreed upon during initial meeting between City and Contractor or as directed by City	Submitted to Public Services Superintendent daily/weekly/monthly, as agreed by City and Contractor or as directed by City.	$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
2. Additional Reports As Required	Filed within time frame requested.	$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
3. Maintenance Schedule Calendar	Submitted to Public Services Superintendent within 2 weeks from Agreement Effective Date.	$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	

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4. Work Location Schedule Checklist	Submitted to Public Services Superintendent at each weekly meeting.	$50 per day per report that is late or not submitted.	☐ Yes ☐ No ☐ N/A	
5. Irrigation Maintenance Log	Recorded at each controller outlining daily maintenance activities that adhere to schedule.	$50 per day that activities are not recorded as required.	☐ Yes ☐ No ☐ N/A	
C. EMPLOYEES				
1. Contractor Not Providing Adequate Employees	Contractor must provide enough employees to perform the work requested.	$200 per employee per day that is missing from the jobsite.	☐ Yes ☐ No ☐ N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	$200 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. Uniform	Uniforms shall be worn at all times by all employees on the job.	$50 per employee, per occurrence.	☐ Yes ☐ No ☐ N/A	
4. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	$50 per employee, per occurrence.	☐ Yes ☐ No ☐ N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the City in writing of any change in name or address of the Project Manager.	$50 per occurrence.	☐ Yes ☐ No ☐ N/A	
2. Makes Site Inspections	Sites inspected each shift or as required by Agreement.	$50 per occurrence.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
4. Provide Adequate Supervision and Training	Agreement specifications met.	$50 per occurrence plus suspension.	☐ Yes ☐ No ☐ N/A	
5. Supervisors speak and understand English	On-site supervisor can communicate in English with City Public Services Superintendent or designee.	$100 per day for use of non English-speaking supervisor plus suspension.	☐ Yes ☐ No ☐ N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of Agreement and on a timely basis there-after.	$200 per day; work/Agreement suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in Agreement.	$200 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain City's written approval prior to subcontracting any work.	$500 per occurrence plus suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
4. License and Certification	All license and certifications required to perform the work, if any.	$200 per day; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of City.	$200 per day the City is not informed of this change; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	$500 per occurrence; suspension; possible termination for default of Agreement.	☐ Yes ☐ No ☐ N/A	
F. SCOPE OF SERVICES				
1. ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
3. TURF CARE				
a. Mowing	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Mechanical Edging	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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c. Aerification	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
d. Thatch Removal/ Renovation	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
e. Pest and Disease Control	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
4. IRRIGATION SYSTEMS				
a. Inspect, Operate, Control, and Make Adjustments to Watering/Irrigation System, more often if necessary	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Reset rain sensor on controller	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Repair, Replace, Relocate: irrigation system components from downstream of backflow device to the before the heads, more often if necessary	As required in the Scope of Services.	$250 per day if the work is not done within the time frame specified by the Public Services Superintendent.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
d. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
e. Manual Watering of Shrubs and Turf, more often if necessary	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
f. Backflow Prevention Device Testing	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
g. Flush Each Irrigation System	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
5. SHRUB AND GROUND COVER				
a. Pruning and Trimming	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No N/A	
b. Renovation	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Shrub and Groundcover Replacement	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
d. Planting Operation	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. FERTILIZATION	As required in the Scope of Services.	$150 per occurrence.	☐ Yes ☐ No ☐ N/A	
7. TREE CARE				
a. General Pruning and Safety Clearance	As scheduled and in accordance with the Scope of Services.	$150 per occurrence, per tree.	☐ Yes ☐ No ☐ N/A	
b. Planting Operation	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
8. SITE CLEANUP				
a. Litter Control	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Raking	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
c. Sweeping	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
d. Natural Area Maintenance	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
9. BRUSH CLEARANCE				
a. Brush Removal and Safety Clearance	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
b. Fire Protection	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	
10. DRAINAGE SYSTEMS				
a. Brush Removal and Safety Clearance	As required in the Scope of Services.	$100 per occurrence.	☐ Yes ☐ No ☐ N/A	

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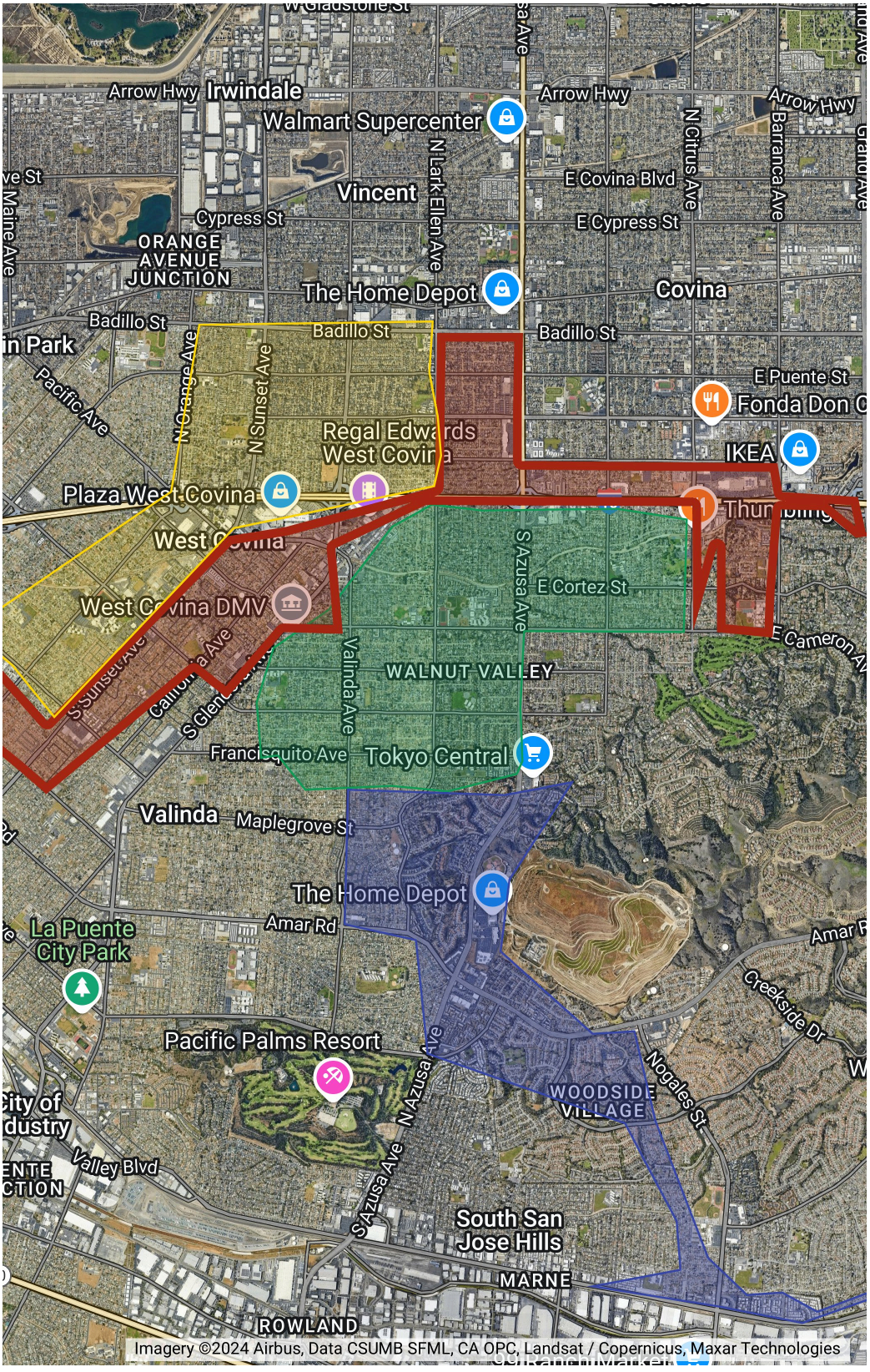
ATTACHMENT NO. 3

City of West Covina

Weekly Schedule

	Week 1
	Week 2
	Week 3
	Week 4

LANDSCAPE AREAS



REVISED 8/29/2024

UPDATE–
LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS






Public Works Department

LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT OF WAYS, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS AND OTHER AREAS

The RFP was issued on September 8, 2022. On October 17, 2022, bidding closed. Three bids were received.

BrightView was selected meeting the City's requirements.

The City entered into the Maintenance Services Agreement on January 1, 2023

The Agreement was amended on May 30, 3024 to incorporate a change in scope for a section of Azusa Avenue.

Scope of Services include:

Weeding and cultivating, Trimming, pruning, and mowing,

Hedging (where specified), Watering, manual watering,

Irrigation system maintenance, Weed and Pest Control.

ADDITIONAL SERVICES ADDED TO RFP

Weed abatement on all commercial right-of-ways

Increased the scope of tree well maintenance

(Tree wells under 9 ft)

City property along the wash areas,





COMMUNICATION WITH BRIGHTVIEW

Concerns raised by residents and City Council resulted in Notice of Deficiencies and Request for Documents.

Since the Notice of Deficiencies, Staff meets with Brightview weekly to discuss concerns and provide direction.

Brightview staff has improved their response to requests made outside of the weekly check ins meetings.

Priority has been placed on the main arterials and freeway exits and is monitored by City staff.

Staff communicates with Brightview regularly via Phone, Email and Text for any issues and GoGov is used for resident reporting.

MEDIAN

471 N AZUSA AVE

Contract Inception
Vs Current





MEDIAN

969 S GLENDORA AVE

Contract Inception
Vs Current



MEDIAN

969 S GLENDORA AVE

Contract Inception
Vs Current



BRIGHTVIEW RESPONSIBILITY VS. CITY RESPONSIBILITY



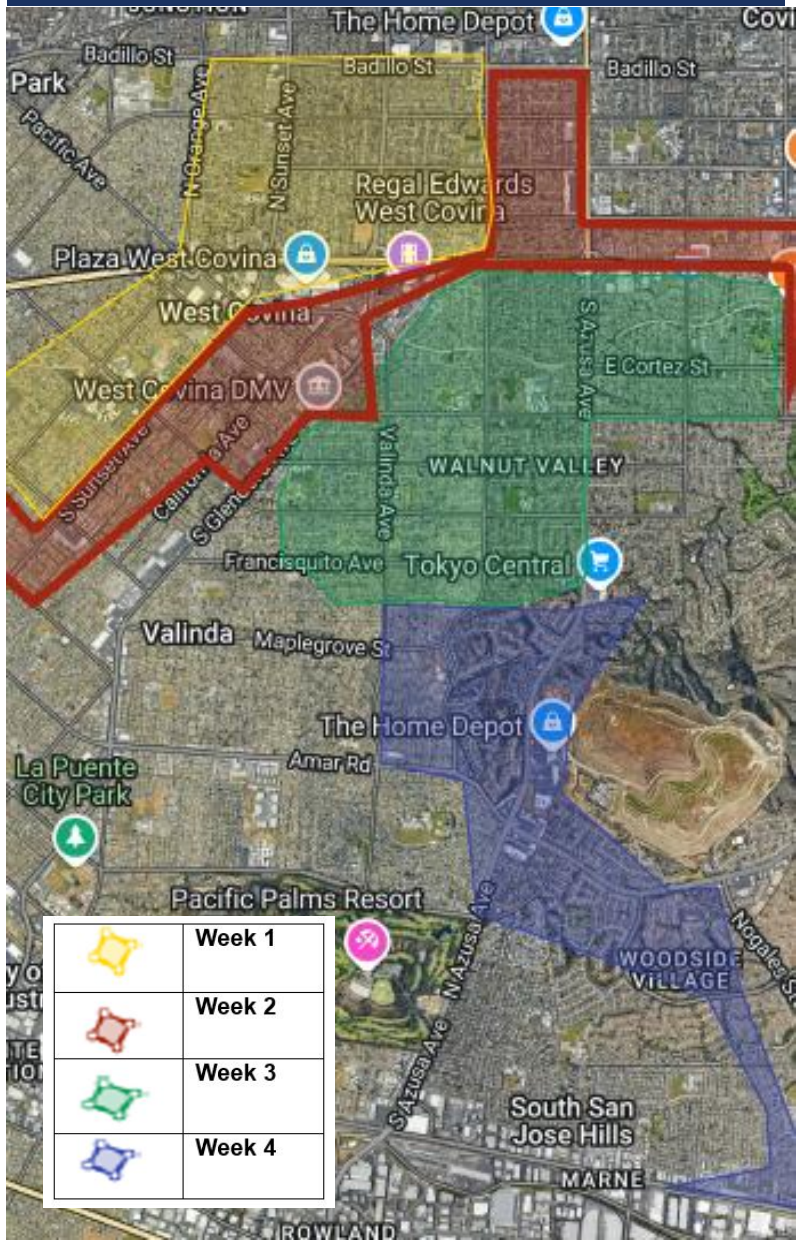
W Cameron Ave & S Glendora Ave

BrightView Responsibilities

- Citywide medians
- Sidewalks in Commercial Zones
- Tree Wells in Commercial Zones
- Weed Abatement in Commercial Right-of Ways.
- Portions of City Property Along the Wash Areas
- Fire stations, 1, 3, 4, and 5
- City Yard.

City Responsibility

- Residential Areas
- City Property Along the Wash Areas not covered by the Agreement
- Medians on Nogales between Amar and La Puente Road.



BrightView	Week 1	Week 2	Week 3	Week 4
Monday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Orange, San Bernardino, Badillo, "the walls" on Vincent (Badillo to Puente), Lark Ellen edge of City	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), West Covina Parkway, Glendora Medians, Vincent South of 10 - Medians and Walkways	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa South of 10 - Walkways, Grenoble, Hollencrest, Doublegrove	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Valinda, Lark Ellen, Maplegrove, Amar Medians West of Azusa
Tuesday	Vincent Medians, Sunset North of the 10 - Medians and Walkways, Garvey Ave North, Workman, Fleetwell	Azusa Medians North of 10 to City Limit, Rowland - detailing, Barrenca North of the 10	Azusa Medians South of 10 to Fairgrove	Amar Medians and Walkways from Azusa to Nogales
Wednesday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Sunset - South of 10 Medians and Walkways, Francisquito, Walnut Creek Parkway	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Cameron East of Barrenca, Horse Trail, Citrus, Grand and Holt Ave	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa Medians - Fairgrove to Amar	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa Medians Amar to Temple, Nogales Underpass Area, Valley Blvd
Thursday	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito	Mow Day - City Yard, Fire Stations, Shakespeare, Rowland, Azusa and Francisquito
Friday	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Freeways - Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Freeways - Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Azusa Walkways from Fairgrove to Amar (East and West), reeways - Entrances and Exits, Parkways, Underpasses, Also: catch up day	Old Town - Glendora Ave (Garvey Ave South to Walnut Creek Parkway), Shakespeare, Tuesday Dr., Woodgate, Stephanie, Shadow Oak, Francesca, Pocket Medians around Week 4 areas

UPDATED MEDIANS MAINTENANCE SCHEDULE