

Table of Contents

Agenda	2
CC 1. Minutes of the May 5, 2016, Special Meeting, and May 17, 2016, Special and Regular Meetings.	
Minutes	6
CC 2. Payment of City demands.	
City Demands.	16
CC 3. Payment of Agency demands.	
Agency Demands.	28
CC 4. Authorization to execute Professional Services Agreement with West Coast Arborists, Inc. for tree/care maintenance services.	
West Coast Arborists Agreement	32
CC 5. First Amendment to Professional Services Agreement with Lilley Planning Group, Inc. for providing planning services.	
Lilley Planning Group Agreement.	86
CC 6. Authorization to execute Covina Irrigating Company Stock Assignment Instructions 2016/17.	
Covina Irrigating Company Stock Assignment	92
CC 7. Resolution No. 16-7486 amending the fiscal year 2015-2016 Library Services operating budget to support the development of California Library Literacy Services Programs.	
Resolution No. 16-7486.	96
CC 8. Resolution No. 16-7487 accepting an easement on an existing street for bus shelter purposes.	
Resolution No. 16-7487.	100
CC 9. Resolution No. 16-7488 amending the Parks & Recreation Department’s fiscal year 2015-2016 Operating Budget for pool repairs and the purchase of pool equipment.	
Resolution No. 16-7488.	110
CC 10. Resolution No. 16-7489 accepting the public improvements of Tract Map No. 67901 at 1009 N. Citrus Avenue, and authorizing the release of improvement and monumentation bonds.	
Resolution No. 16-7489.	114
CC 11. Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 – approval of Change Order and Final Acceptance and Filing Notice of Completion.	
Improvements at Workman Street and Hollenbeck Avenue	162
CC 12. Emergency Drainage Improvements at Wingate Park approval of Change Orders and Final Acceptance and Filing Notice of Completion	
Emergency Drainage Improvements at Wingate Park	172

THIS PAGE LEFT INTENTIONALLY BLANK



REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, June 07, 2016

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—OPEN SESSION
7:30 p.m.**

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton

PLEDGE OF ALLEGIANCE

Led by Councilmember King

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

Presentation of United States Flag for Covina Park

Mothers Against Drunk Driving Honoring Covina Police Officers

PUBLIC COMMENTS

To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk/Agency/Authority Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council/Agency/Authority Members wishing to make any announcements of public interest or to request that specific items be added to future Council/Agency/Authority agendas may do so at this time.

CITY MANAGER COMMENTS

CONSENT CALENDAR

All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Agency/Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.

CC 1. Minutes of the May 5, 2016, Special Meeting, and May 17, 2016, Special and Regular Meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$4,118,115.81.

Report: [City Demands](#)

CC 3. Payment of Agency demands in the amount of \$88,136.36.

Report: [Agency Demands](#)

CC 4. Authorization to execute Professional Services Agreement with West Coast Arborists, Inc. for tree/care maintenance services.

Report: [West Coast Arborists Agreement](#)

CC 5. First Amendment to Professional Services Agreement with Lilley Planning Group, Inc. for providing planning services.

Report: [Lilley Planning Group Agreement](#)

CC 6. Authorization to execute Covina Irrigating Company Stock Assignment Instructions 2016/17.

Report: [Covina Irrigating Company Stock Assignment](#)

CC 7. Resolution No. 16-7486 amending the fiscal year 2015-2016 Library Services operating budget to expend the California Library Literacy Services (CLLS) on-going funding to support the development of California Library Literacy Services Programs.

Report: [Resolution No. 16-7486](#)

CC 8. Resolution No. 16-7487 accepting an easement on an existing street for bus shelter purposes associated with the development of Starbucks at 108 E. Arrow Highway.

Report: [Resolution No. 16-7487](#)

CC 9. Resolution No. 16-7488 amending the Parks & Recreation Department’s fiscal year 2015-2016 Operating Budget for pool repairs and the purchase of pool equipment.

Report: [Resolution No. 16-7488](#)

CC 10. Resolution No. 16-7489 accepting the public improvements of Tract Map No. 67901, “Citrus Village,” located at 1009 N. Citrus Avenue, and authorizing the City Engineer to release improvement and monumentation bonds.

Report: [Resolution No. 16-7489](#)

CC 11. Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 – Approval of Change Order No. 3 and Final Acceptance and Filing Notice of Completion.

Report: [Improvements at Workman Street and Hollenbeck Avenue](#)

CC 12. Emergency Drainage Improvements at Wingate Park, Project No. D-1203, Federal Emergency Management Agency (FEMA) PW #309(1) – Approval of Change Orders No. 1, No. 2 and No. 3 and Final Acceptance and Filing Notice of Completion.

Report: [Emergency Drainage Improvements at Wingate Park](#)

PUBLIC HEARING – NONE

CONTINUED BUSINESS – NONE

NEW BUSINESS - NONE

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its special meeting of the Council/Agency/Authority scheduled for Thursday, June 16, 2016, at 5:00 p.m. for study session in the Council Chamber, 125 East College Street, Covina, California, 91723.

Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk’s desk.

MEETING ASSISTANCE INFORMATION: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City’s consideration of the item at the meeting.

The Covina City Clerk’s Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, June 07, 2016, meeting was posted on June 2, 2016, on the City’s website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.



ITEM NO. CC 1

**MINUTES OF THE MAY 5, 2016
SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 5:05 p.m. with all Councilmembers present except Mayor Pro Tem Marquez. There were no public comments. Mayor Stapleton recessed the Council to closed session at 5:05 p.m.

ROLL CALL

Councilmembers Present: Walter Allen III, Peggy A. Delach, John C. King, and Mayor/Chair Kevin Stapleton.

Councilmembers Absent: Mayor Pro Tem/Vice-Chair Jorge A. Marquez.

Elected Members Present: City Clerk Mary Lou Walczak.

Staff Members Present: City Attorney Candice K. Lee and Chief Deputy City Clerk Sharon Clark.

CLOSED SESSION

- A. PUBLIC EMPLOYEE APPOINTMENT** pursuant to Government Code Section 54957
Title: Interim City Manager
- Terms of the City Manager's resignation and the appointment of an Interim City Manager.

RECONVENE AND CALL TO ORDER

Mayor Stapleton reconvened the meeting into open session at 6:32 p.m.

CLOSED SESSION REPORT

City Attorney Lee announced that the City Council:

1. Accepted the resignation and agreed to the separation with Ms. Miller;
2. Appointed Mr. Don Penman as Interim City Manager;
3. Directed staff to comply with the severance provisions of Ms. Miller's employment contract; and
4. Directed staff to prepare necessary documents for the retention of Mr. Don Penman.

ADJOURNMENT

At 6:32 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to the next regular meeting of the Council/Agency/Authority scheduled for Tuesday, May 17, 2015, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 7th day of June, 2016:

Kevin Stapleton, Mayor/Chair



**MINUTES OF THE MAY 17, 2016
SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:15 p.m. with all Councilmembers present except Councilmember Delach, who arrived at 6:16 p.m. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:15 p.m.

ROLL CALL

Councilmembers Present: Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

Councilmembers Absent: None.

Elected Members Present: None.

Staff Members Present: City Attorney Candice K. Lee, Human Resources Director Danielle Tellez, GIS Technician James Knox, and Chief Deputy City Clerk Sharon Clark.

CLOSED SESSION

- A. Public Employee Release (Government Code Section 54957)
- Discuss and finalize the terms of the City Manager's resignation.

RECONVENE AND CALL TO ORDER

Mayor Stapleton reconvened the meeting into open session at 6:49 p.m.

CLOSED SESSION REPORT

Mayor Stapleton announced that there was no reportable action taken and that direction was given to staff.

ADJOURNMENT

At 6:49 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to the next regular meeting of the Council/Agency/Authority scheduled for Tuesday, May 17, 2015, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 7th day of June, 2016:

Kevin Stapleton, Mayor/Chair



MINUTES OF MAY 17, 2016

REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:49 p.m. with all Councilmembers present. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:49 p.m.

ROLL CALL

Councilmembers Present: Walter Allen III, Peggy A. Delach, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

Councilmembers Absent: None.

Elected Members Present: City Treasurer Geoffrey Cobbett and City Clerk Mary Lou Walczak.

Staff Members Present: Acting City Manager/Community Development Director Brian Lee, City Attorney Candice K. Lee, Public Works Director Siobhan Foster, Parks and Recreation/Library Director Amy Hall-McGrade, Human Resources Director Danielle Tellez, Interim Finance Director Dennis Swink, Police Captain John Curley, Acting Assistant Fire Chief Jim Enriquez, Assistant to the City Manager Angel Carrillo, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

CLOSED SESSION

- A. G.C. § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representative: Danielle Tellez, Human Resources Director
Employee Organization: Police Management Group (PMG)
- B. G.C. §54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL: SIGNIFICANT EXPOSURE TO LITIGATION

RECONVENE AND CALL TO ORDER

Mayor Stapleton reconvened the meeting into open session at 7:30 p.m.

CLOSED SESSION REPORT

Mayor Stapleton announced that there was no reportable action taken and that direction was given to staff.

PLEDGE OF ALLEGIANCE

Led by Councilmember Delach led the Pledge of Allegiance.

INVOCATION

Police Chaplain Truax gave the invocation.

PRESENTATIONS

Recognition of the Friends of the Covina Public Library

Mayor Stapleton presented a brief history of the Friends of the Covina Public Library and presented a perpetual plaque in honor of their service to Friends President of the Board Norm Klemz.

Library Beautification Project

Mayor Stapleton presented Excelitas Technologies Production Manager Mike Garcia and Customer Service Program Manager Kate Bates with certificates of appreciation and a plaque in recognition of their partnership with Library staff to complete a Library beautification project consisting of book shifting, painting of the DVD room, and grouting decorative stone tiles.

Women of Achievement Recognition

Mayor Stapleton presented certificates of recognition to the following women who were recently honored by Senator Dr. Ed Hernandez and Assemblymember Roger Hernandez as Women of Achievement: Zoe E. Lopez, Alice Slaughter, Brittni Moreno, Pam Klemz, Christine Knight, and Kay Manning.

PUBLIC COMMENTS

Speaker Leonard W. Rose, Jr. commented on his birthday, assistance he has received with benefits, and Supervisor Hahn's comments on recent events; and encouraged people to vote on June 7, 2016.

Acting Assistant Fire Chief Jim Enriquez announced the East Region Fire Service Day to be held on Saturday, May 21, 2016, from 10:00 to 2:00 p.m. at Wingate/Kahler Russell Park, at which Fire Department Resources will be displayed and the community will have an opportunity to interact with Fire Department personnel.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Councilmember Allen congratulated the Women of Achievement honored at tonight's meeting, who are all from Covina.

Councilmember King thanked those who participated in the American Cancer Society Walk for Life and the Community Service Day last weekend.

Mayor Pro Tem Marquez recognized South Hills High School seniors present in tonight's meeting to learn about government; reported on his attendance at the Southern California Council of Governments (SCAG) conference at which housing and transportation needs were discussed; announced that Covina's Metrolink BikeHub will be ready to service the community on Thursday, May 19, 2016, which is also Bike to Work Day; passed on compliments to the Police Department he has received from residents, and requested the reinstatement of monthly crime reports on the City's website.

Mayor Stapleton announced that Debbie Foley King, wife of Councilmember King, was sworn in on May 8, 2016, as District 10 Director for California Daughters of the American Revolution (DAR) and congratulated her; reported on his attendance representing Covina this past weekend at the National Peace Officers Memorial Day event in Washington, D.C.; extended condolences to family members of fallen Covina officers Jordon Corder and Scott Hanson; and commented on the sense of caring about the community Covina officers exhibit so well.

CITY MANAGER COMMENTS – None.

PUBLIC COMMENTS

Speaker Michael Boling commented that his family has lived in Covina for 100 years, and expressed concern about the preservation of Covina's automotive history and his hope that landmark items be preserved.

Mayor Stapleton responded that the City is working on historic preservation issues which will appear on upcoming agendas.

Councilmember King commented that the Chevrolet dealership owner had been required by Chevrolet to remove the historic signs from the former dealership, but had agreed to donate the Chevrolet signs to the City, and that the City will follow-up with him.

CONSENT CALENDAR

A motion was made by Councilmember Delach, seconded by Councilmember King, to approve Consent Calendar items CC 1 – 9 as presented.

Motion approved Consent Calendar items CC 1 – 9 as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

- CC 1. City Council approved the Minutes of the May 3, 2016, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.
- CC 2. City Council approved payment of City demands in the amount of \$1,306,736.54.
- CC 3. Successor Agency to the Covina Redevelopment Agency approved payment of Agency demands in the amount of \$16,537.42.

- CC 4. City Council received and filed the Comprehensive Annual Financial Report (CAFR) for Fiscal Year ended June 30, 2015.
- CC 5. Covina Housing Authority received and filed the Covina Housing Authority FY 2014-2015 audit report.
- CC 6. City Council adopted **Resolution No. 16-7484** authorizing submittal of applications and related authorizations for State of California Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program.
- CC 7. City Council allocated funding and approved the purchase of updated Tasers and accessories to replace outdated and obsolete Tasers.
- CC 8. City Council/Successor Agency to the Covina Redevelopment Agency received and filed the Quarterly Report of the Treasurer to the City Council and the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended March 31, 2016.
- CC 9. City Council adopted **Resolution No. 16-7485** appointing Donald E. Penman as Interim City Manager and approved a Retired Annuitant Employment Agreement with Donald E. Penman.

PUBLIC HEARING – None.

CONTINUED BUSINESS – None.

NEW BUSINESS

NB 1. International Council of Shopping Centers (ICSC) Strategy.

The agenda item was introduced by Acting City Manager/Community Development Director Lee. The staff report and a PowerPoint presentation were presented by Economic Development Consultant Barry Foster.

A motion was made by Councilmember King, seconded by Mayor Pro Tem Marquez, to receive and file the report.

Motion approved New Business item NB 1 as follows:

AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETON
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

ADJOURNMENT

At 8:33 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to the next regular meeting of the Council/Agency/Authority scheduled for Tuesday, June 7, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 7th day of June, 2016:

Kevin Stapleton, Mayor/Chair

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: June 7, 2016

TITLE: Payment of Demands

PRESENTED BY: Dennis Swink, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$4,118,115.81

BACKGROUND:

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
April 29- May 19, 2016	Wires/EFTs 5106-5115	\$ 46,215.59
	Checks 79635-79979	\$ 2,931,783.25
<u>PAYROLL</u>		
5/5/16		\$ 551,666.13
5/19/16		\$ 534,145.19
<u>VOIDS</u>		
	79212	\$ (4,001.25)
	79603	\$ (33.50)
	79611	\$ (194.95)
	78149	\$ (80.00)
	78185	\$ (1,329.00)
<u>WORKERS COMPENSATION</u>		
4/29/16		\$ 477.74
5/2/16		\$ 1,948.53
5/3/16		\$ 506.97
5/4/16		\$ 16,947.20
5/5/16		\$ 477.03
5/6/16		\$ 274.81
5/9/16		\$ 605.52
5/10/16		\$ 455.26
5/11/16		\$ 6,877.56
5/12/16		\$ 2,436.61
5/13/16		\$ 734.68
5/16/16		\$ 8,961.20
5/17/16		\$ 1,280.68
5/18/16		\$ 16,885.94
5/19/16		\$ 1,074.62
GRAND TOTAL:		\$ 4,118,115.81

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

Dennis Swink
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
April 29 - May 19, 2016

Check #	Check Date	Vendor	Name	Amount
5106	5/9/16	4160	ICMA	80.00
5107	5/9/16	1405	ICMA RETIREMENT	5,103.47
5108	5/9/16	4003	MidAmerica	1,801.34
5109	5/9/16	2033	NATIONWIDE RETI	24,050.00
5110	5/9/16	4223	ZUMWALT, KRISTI	886.00
5111	5/19/16	4160	ICMA	80.00
5112	5/19/16	1405	ICMA RETIREMENT	5,203.47
5113	5/19/16	4003	MidAmerica	2,075.31
5114	5/19/16	2033	NATIONWIDE RETI	6,050.00
5115	5/19/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$46,215.59
79635	5/4/16	26	ABSOLUTE SECURI	4,170.00
79636	5/4/16	91	ALAS, NINA	266.00
79637	5/4/16	113	ALL CITY MANAGE	6,095.57
79638	5/4/16	160	AMERICAN WEST C	25.00
79639	5/4/16	4117	ARTISTIC RECONS	315.00
79640	5/4/16	220	AT&T LONG DISTA	33.39
79641	5/4/16	254	AZUSA LIGHT & W	1,122.39
79642	5/4/16	325	BEN CLARK TRAIN	375.00
79643	5/4/16	4279	BOSS JANITORIAL	3,242.10
79644	5/4/16	423	BRUNSWICK COVIN	269.48
79645	5/4/16	475	CALIBER POOL AN	1,595.00
79646	5/4/16	487	CaIPERS	1,950.00
79647	5/4/16	487	CaIPERS	27,340.00
79648	5/4/16	4357	CASTELLANOS	217.00
79649	5/4/16	572	CATHOLIC CHARIT	7,643.00
79650	5/4/16	617	CHARTER OAK GYM	3,352.06
79651	5/4/16	4303	CHRISTOF MUNOZ	1,312.50
79652	5/4/16	649	CINTAS CORP #69	174.66
79653	5/4/16	3235	COOK, SHAWNA	944.30
79654	5/4/16	762	COVINA CHAMBER	15.00
79655	5/4/16	766	COVINA DISPOSAL	13,303.31
79656	5/4/16	767	COVINA DOWNTOWN	7,159.50
79657	5/4/16	779	COVINA SUNRISE	180.00
79658	5/4/16	796	CPRS DISTRICT 1	455.00
79659	5/4/16	3982	CUGNO, CAROL A	198.91
79660	5/4/16	829	CURLEY, JOHN	147.58
79661	5/4/16	4456	DOUBLE TREE BY	776.31
79662	5/4/16	4456	DOUBLE TREE BY	1,203.45
79663	5/4/16	962	EAST DISTRICT S	69.00
79664	5/4/16	962	EAST DISTRICT S	9,001.50
79665	5/4/16	970	EDISON CO	26,430.35
79666	5/4/16	1025	EVANS, LISA	338.07

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79667	5/4/16	1055	FEDEX	313.23
79668	5/4/16	1075	FLEET SERVICES	13.58
79669	5/4/16	4455	FRONTIER CALIFO	1,460.40
79670	5/4/16	1134	GALE CENGAGE LE	150.00
79671	5/4/16	1162	GAUMER, TREVOR	198.58
79672	5/4/16	1204	GOLDEN STATE WA	232.45
79673	5/4/16	1235	GRAINGER	167.45
79674	5/4/16	1241	GRAND PRINTING	3,310.31
79675	5/4/16	1277	HAEBE, CYNTHIA	4,001.25
79676	5/4/16	1344	HICKEY, STEVEN	594.08
79677	5/4/16	1361	HOLLIDAY ROCK C	907.98
79678	5/4/16	1427	INGLEWOOD, CITY	3,469.30
79679	5/4/16	4349	Intelli-Tech	430.55
79680	5/4/16	1441	INTERSTATE BATT	23.93
79681	5/4/16	3654	JEREMIAH DONOVA	301.00
79682	5/4/16	4220	KJ SERVICES ENV	1,700.31
79683	5/4/16	3721	KRIZIA N VIRBIA	157.50
79684	5/4/16	4341	Landcare	426.03
79685	5/4/16	1646	LANGUAGE LINE S	225.60
79686	5/4/16	3190	LAYNE, JONATHAN	392.43
79687	5/4/16	3209	LAYNE, SHARON	126.00
79688	5/4/16	1694	LEWIS ENGRAVING	23.98
79689	5/4/16	4212	MALETZ, CHRISTI	397.60
79690	5/4/16	3932	MAR, ARLENE D.	151.55
79691	5/4/16	4453	MARK EASTERDAY	700.00
79692	5/4/16	4089	MEASOM, DEVIN T	117.66
79693	5/4/16	1924	MILLERS & ISHAM	38.89
79694	5/4/16	1933	MISSION LINEN S	17.16
79695	5/4/16	2004	MUNICIPAL MGMT	85.00
79696	5/4/16	4302	MYRNA RODRIGUEZ	202.99
79697	5/4/16	3718	NADENE VALDEZ	223.10
79698	5/4/16	2091	O REILLY AUTO P	10.22
79699	5/4/16	2104	OFFICE DEPOT	148.93
79700	5/4/16	99999	AMY YAO-RIVER	40.00
79701	5/4/16	99999	ANDREA RIVERA	130.00
79702	5/4/16	99999	ANGELICA NEE	1,068.00
79703	5/4/16	99999	ANITA TORRES	50.00
79704	5/4/16	99999	ANNA MARIA DUKESLAW	35.00
79705	5/4/16	99999	CARYN KAUTZ	95.00
79706	5/4/16	99999	CHRISTINA RAMOS	47.14
79707	5/4/16	99999	CHRISTOPHER ANDERSON	460.02
79708	5/4/16	99999	CHRISTOPHER BALUYUT	50.00
79709	5/4/16	99999	DESIREE CHARLIE GRANADO-CHAVEZ	70.00
79710	5/4/16	99999	FABIOLA UBALLE	40.00
79711	5/4/16	99999	GENEALYN COOK	54.00

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79712	5/4/16	99999	JASON RODRIGUEZ	100.00
79713	5/4/16	99999	JENNIFER LEE	60.00
79714	5/4/16	99999	JULIEAN GALLOWAY	130.00
79715	5/4/16	99999	MICHELLE WILSON	54.00
79716	5/4/16	99999	RAQUEL RIVERA-RODRIGUEZ	120.00
79717	5/4/16	99999	RAYANNE GARCIA	30.00
79718	5/4/16	99999	ROBERT MARTINO	26.00
79719	5/4/16	99999	SARAH TORREY	54.00
79720	5/4/16	99999	SUDHA MATHUR	13.00
79721	5/4/16	99999	SYDNEY PETERSEN	54.00
79722	5/4/16	99999	THANH DO	35.00
79723	5/4/16	99999	TIFFANI COPLAN	80.00
79724	5/4/16	99999	TINA LAWLER	70.00
79725	5/4/16	99999	VIVIAN BARRAZA-MCBRIDE	65.00
79726	5/4/16	2134	ORKIN PEST CONT	114.13
79727	5/4/16	2189	PARADA, MIGUEL	365.07
79728	5/4/16	4177	PETTY CASH	399.62
79729	5/4/16	4177	PETTY CASH	719.03
79730	5/4/16	4213	PRISK, JOSHUA	156.80
79731	5/4/16	2309	PROFESSIONAL AC	538.00
79732	5/4/16	2317	PROSPERO PARK O	5,851.50
79733	5/4/16	2345	QUILL	195.81
79734	5/4/16	3796	RICHARD, WATSON	17,618.00
79735	5/4/16	3655	ROBERT WONG	179.20
79736	5/4/16	4457	SAN DIEGO MIRAM	69.00
79737	5/4/16	3653	SARAH HSU	126.00
79738	5/4/16	2607	SERESINGHE, AJI	1,769.25
79739	5/4/16	4389	SOCIAL VOCATION	1,065.90
79740	5/4/16	3837	SONSRAY MACHINE	167.58
79741	5/4/16	2719	SPARKLETTS	19.88
79742	5/4/16	2737	STAPLES INC	765.73
79743	5/4/16	2744	STATE DISBURSEM	365.08
79744	5/4/16	3950	STERICYCLE, INC	295.18
79745	5/4/16	3729	SUNBELT RENTALS	205.86
79746	5/4/16	2787	SUTMAN, WILLIAM	225.40
79747	5/4/16	2818	TAVANNA	130.35
79748	5/4/16	2846	THOMAS, TERRI	678.42
79749	5/4/16	2900	TRIFORMIS CORPO	189.00
79750	5/4/16	2901	TRIFYTT SPORTS	567.00
79751	5/4/16	2908	TRUJILLO WORDEN	98.00
79752	5/4/16	3234	VELARDE-KUBANIK	280.00
79753	5/4/16	589	VERA FLORES BOT	117.60
79754	5/4/16	3001	VERIZON WIRELES	731.00
79755	5/4/16	3004	VICTORY EXTERMI	50.00
79756	5/4/16	3187	WAGONER, PAMELA	257.60

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79757	5/4/16	3043	WARREN DISTRIBU	112.09
79758	5/4/16	3070	WEST COAST ARBO	119.00
79759	5/4/16	3082	WESTERN WATER W	4,420.17
79760	5/4/16	3102	WILLDAN FINANCI	14,825.60
79761	5/4/16	4417	WILLIAM AVERY A	1,454.82
79762	5/9/16	68	AFLAC	4,083.87
79763	5/9/16	69	AFSCME	740.00
79764	5/9/16	487	CaIPERS	62,299.91
79765	5/9/16	3846	CLEA	490.00
79766	5/9/16	3846	CLEA	73.50
79767	5/9/16	775	COVINA POLICE A	2,700.00
79768	5/9/16	789	COVINA-FSA, CIT	790.85
79769	5/9/16	878	DELTA DENTAL OF	7,260.19
79770	5/9/16	1247	GREAT WEST LIFE	3,305.10
79771	5/9/16	3795	LEGAL SHIELD	231.22
79772	5/9/16	2234	PERS	137,080.58
79773	5/9/16	2235	PERS LONG TERM	136.57
79774	5/9/16	2946	UNITED WAY OF G	17.50
79775	5/9/16	3014	VISION SERVICE	769.58
79776	5/9/16	4255	VOYA FINANCIAL	4,465.20
79777	5/9/16	3045	WASHINGTON NATI	46.10
79778	5/12/16	3	12 MILES OUT.CO	1,200.00
79779	5/12/16	11	A & B ELECTRIC	748.26
79780	5/12/16	14	A1 RENTALS	1,621.85
79781	5/12/16	26	ABSOLUTE SECURI	3,666.00
79782	5/12/16	4188	ACCO ENGINEERED	5,217.82
79783	5/12/16	32	ACE-1 AUTO SERV	146.36
79784	5/12/16	44	ADAMSON INDUSTR	763.00
79785	5/12/16	84	AIRGAS-WEST	242.20
79786	5/12/16	113	ALL CITY MANAGE	3,059.55
79787	5/12/16	219	AT&T	18.95
79788	5/12/16	254	AZUSA LIGHT & W	145.56
79789	5/12/16	255	AZUSA PLUMBING	60.83
79790	5/12/16	269	BAKER AND TAYLO	181.20
79791	5/12/16	536	CARQUEST AUTO P	138.94
79792	5/12/16	568	CAT SPECIALTIES	1,178.09
79793	5/12/16	3173	CENTER POINT LA	387.35
79794	5/12/16	4388	CHINO SHORT LOA	333.54
79795	5/12/16	649	CINTAS CORP #69	1,003.59
79796	5/12/16	682	CLINICAL LAB OF	420.00
79797	5/12/16	700	COLLEY FORD	635.26
79798	5/12/16	720	COMPUTER SERVIC	2,101.03
79799	5/12/16	4207	CORNERSTONE COM	8,000.00
79800	5/12/16	749	COUNSELING TEAM	520.00
79801	5/12/16	4268	COVINA LAWN MOW	16.34

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79802	5/12/16	849	DAPEER ROSENBLI	1,827.13
79803	5/12/16	3701	DEPARTMENT OF J	384.00
79804	5/12/16	4292	VOID	0.00
79805	5/12/16	970	EDISON CO	39,924.17
79806	5/12/16	991	EMERGENCY PHYSI	94.53
79807	5/12/16	4332	ERIC ARROYO	1,340.00
79808	5/12/16	4265	EVERBRIDGE, INC	15,605.02
79809	5/12/16	1055	FEDEX	8.08
79810	5/12/16	1089	FOOTHILL PRESBY	79.68
79811	5/12/16	1089	FOOTHILL PRESBY	118.65
79812	5/12/16	1089	FOOTHILL PRESBY	266.09
79813	5/12/16	1241	GRAND PRINTING	1,450.63
79814	5/12/16	1361	HOLLIDAY ROCK C	1,069.28
79815	5/12/16	3988	HYDRO CONNECTIO	23.18
79816	5/12/16	1428	INGRAM DIST GRO	87.34
79817	5/12/16	1429	INLAND EMPIRE S	2,213.50
79818	5/12/16	1437	INTER-CON SECUR	5,320.80
79819	5/12/16	1441	INTERSTATE BATT	296.37
79820	5/12/16	1463	J.G. TUCKER AND	228.74
79821	5/12/16	1531	JW LOCK CO INC	118.59
79822	5/12/16	1571	KING BOLT CO	6.54
79823	5/12/16	1578	KLYMKIW, MARIE	1,343.00
79824	5/12/16	1603	LA CNTY	589.00
79825	5/12/16	1609	LA CNTY COUNTY	6,153.93
79826	5/12/16	1614	LA CNTY FIRE DE	1,469,234.18
79827	5/12/16	1619	LA CNTY SHERIFF	788.59
79828	5/12/16	1673	LAWSON PRODUCTS	418.97
79829	5/12/16	1694	LEWIS ENGRAVING	50.14
79830	5/12/16	1754	LOWE'S COMPANIE	78.51
79831	5/12/16	3735	MAILFINANCE INC	818.17
79832	5/12/16	1792	MANNING & MARDE	7,342.75
79833	5/12/16	4459	MICHAEL MATSUMO	4,560.00
79834	5/12/16	1924	MILLERS & ISHAM	392.43
79835	5/12/16	1933	MISSION LINEN S	34.32
79836	5/12/16	4360	MOORE IACOFANO	4,805.00
79837	5/12/16	2027	NAPA AUTO PARTS	11.01
79838	5/12/16	2082	NORTHERN TOOL &	85.72
79839	5/12/16	2091	O REILLY AUTO P	76.90
79840	5/12/16	2101	OCLC/FOREST PRE	1,300.21
79841	5/12/16	2104	OFFICE DEPOT	449.04
79842	5/12/16	4201	OFFICE TEAM	444.80
79843	5/12/16	99999	CRYSTAL MATAMOROS	70.00
79844	5/12/16	99999	DARIUS LANDRUM	2,867.00
79845	5/12/16	99999	ESPERANZA MADRIGAL OR JUAN JARA	45.00
79846	5/12/16	99999	JAG SINGH	47.14

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79847	5/12/16	99999	JAMES TILLMAN	51.00
79848	5/12/16	99999	JUANA MARQUEZ	25.00
79849	5/12/16	99999	MARGARITA OLIVERA	35.00
79850	5/12/16	99999	REGINALDO DUARTE	51.00
79851	5/12/16	99999	SUSIE TRUONG	25.00
79852	5/12/16	2163	PACIFIC PARKING	3,750.00
79853	5/12/16	2330	PUENTE, MICHAEL	32.68
79854	5/12/16	2335	PYRO-COMM SYSTE	135.00
79855	5/12/16	2415	REPUBLIC MASTER	1,077.70
79856	5/12/16	3796	RICHARD, WATSON	18,235.09
79857	5/12/16	2536	SAN DIEGO POLIC	702.03
79858	5/12/16	2546	SAN GABRIEL VAL	391.98
79859	5/12/16	2614	SGV CITY MANAGE	120.00
79860	5/12/16	2619	SGV EXAMINER	198.00
79861	5/12/16	2620	SGV NEWSPAPER G	341.20
79862	5/12/16	2683	SMITH, KRYSAL	144.40
79863	5/12/16	4437	TELEPACIFIC COM	1,047.90
79864	5/12/16	2852	THREE VALLEY MU	9,099.43
79865	5/12/16	2855	TIME WARNER CAB	303.00
79866	5/12/16	2903	TRI-XECUTEX COR	160.00
79867	5/12/16	4140	TRUKSPECT, INC.	332.50
79868	5/12/16	2929	ULINE	179.46
79869	5/12/16	2935	UNDERGROUND SER	84.00
79870	5/12/16	2954	URBAN GRAFFITI	6,000.00
79871	5/12/16	4444	URBAN RESTORATI	475.55
79872	5/12/16	2966	V & V MANUFACTU	620.76
79873	5/12/16	4107	VALLEY ATHLETIC	527.86
79874	5/12/16	2983	VAVRINEK TRINE	17,975.00
79875	5/12/16	3004	VICTORY EXTERMI	25.00
79876	5/12/16	3043	WARREN DISTRIBU	622.53
79877	5/12/16	3064	WELLDYNERX	21.16
79878	5/12/16	3070	WEST COAST ARBO	12,234.30
79879	5/12/16	3077	WEST LITE SUPPL	57.90
79880	5/12/16	3078	WEST PAYMENT CE	295.35
79881	5/12/16	3082	WESTERN WATER W	444.40
79882	5/12/16	4273	WHITE, LESLIE	150.00
79883	5/12/16	3102	WILLDAN FINANCI	1,500.00
79884	5/12/16	3132	WRIGHT DESIGNS	2,056.08
79885	5/12/16	3134	XEROX CORPORATI	49.47
79886	5/12/16	3152	YWCA	1,890.36
79887	5/19/16	84	AIRGAS-WEST	470.54
79888	5/19/16	84	AIRGAS-WEST	271.29
79889	5/19/16	85	AJAX SIGN GRAPH	71.67
79890	5/19/16	121	ALLDATA LLC	1,635.00
79891	5/19/16	219	AT&T	733.79

CITY OF COVINA
Check Register
April 29 - May 19, 2016

79892	5/19/16	219	AT&T	17.29
79893	5/19/16	219	AT&T	17.29
79894	5/19/16	219	AT&T	18.86
79895	5/19/16	219	AT&T	18.95
79896	5/19/16	219	AT&T	18.95
79897	5/19/16	219	AT&T	18.95
79898	5/19/16	219	AT&T	18.96
79899	5/19/16	219	AT&T	2,198.00
79900	5/19/16	269	BAKER AND TAYLO	2,315.08
79901	5/19/16	283	BANK OF THE WES	15,036.24
79902	5/19/16	333	BERLITZ	50.00
79903	5/19/16	4279	BOSS JANITORIAL	2,892.10
79904	5/19/16	4353	BREA, CITY OF	41,599.99
79905	5/19/16	4307	BROADSPEC INC	30,000.00
79906	5/19/16	411	BRODART CO	265.66
79907	5/19/16	430	BUILDING ELECTR	75.00
79908	5/19/16	477	CALIF, STATE OF	18,132.00
79909	5/19/16	568	CAT SPECIALTIES	133.85
79910	5/19/16	3173	CENTER POINT LA	25.87
79911	5/19/16	634	CHEVRON PRODUCT	92.06
79912	5/19/16	783	COVINA WATER	1,267.99
79913	5/19/16	4431	CURT PRINGLE &	10,483.08
79914	5/19/16	4458	CYNTHIA FLORES	400.00
79915	5/19/16	880	DEMCO INC	307.31
79916	5/19/16	3164	DIVERSIFIED TRA	27,716.62
79917	5/19/16	970	EDISON CO	3,621.46
79918	5/19/16	3584	ENTERPRISE SECU	48,967.50
79919	5/19/16	3747	FIRST CHOICE LA	1,370.00
79920	5/19/16	3817	FUN EXPRESS, LL	908.69
79921	5/19/16	1204	GOLDEN STATE WA	57.01
79922	5/19/16	1241	GRAND PRINTING	3,975.97
79923	5/19/16	1363	HOLLYWOOD BOWL	1,200.00
79924	5/19/16	1387	HUNTER, JOHN L.	1,007.50
79925	5/19/16	1428	INGRAM DIST GRO	15.59
79926	5/19/16	1429	INLAND EMPIRE S	1,313.00
79927	5/19/16	4077	INTERWEST CONSU	16,375.00
79928	5/19/16	3731	JUNIOR LIBRARY	96.74
79929	5/19/16	3751	KELLY ASSOCIATE	1,527.50
79930	5/19/16	1612	LA CNTY DEPT OF	1,500.00
79931	5/19/16	1615	LA CNTY MTA	622.50
79932	5/19/16	1691	LEVEL 3 COMMUNI	1,168.98
79933	5/19/16	4035	MATTOS DISCOUNT	600.00
79934	5/19/16	4362	O'NEIL VENTURES	1,625.00
79935	5/19/16	2104	OFFICE DEPOT	119.89
79936	5/19/16	2104	OFFICE DEPOT	65.64

CITY OF COVINA
Check Register
April 29 - May 19, 2016

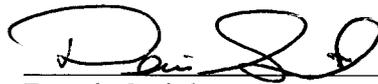
79937	5/19/16	99999	BYRON DAVEY INC	350.84
79938	5/19/16	99999	ELIE MRAD	56.20
79939	5/19/16	99999	ERIKA GUTIERREZ	64.82
79940	5/19/16	99999	JR OIL	16.80
79941	5/19/16	99999	LEANDRA ALE	196.79
79942	5/19/16	99999	MARIO NICASTRO	21.50
79943	5/19/16	99999	NICHOLAS ROBLEDO	17.83
79944	5/19/16	99999	PAUL HUANG	51.07
79945	5/19/16	99999	RANDY MARQUEZ	52.24
79946	5/19/16	99999	TINA REYNOLDS	32.08
79947	5/19/16	99999	YUNIOR PEREZ	92.25
79948	5/19/16	2178	PALMA, DANNY	1,003.59
79949	5/19/16	4420	PALP, INC.	223,323.15
79950	5/19/16	4350	RKA Consulting	48,516.25
79951	5/19/16	2510	S & S WORLDWIDE	52.54
79952	5/19/16	2620	SGV NEWSPAPER G	1,373.16
79953	5/19/16	2676	SMART AND FINAL	622.46
79954	5/19/16	2714	SOUTHERN CA GAS	575.00
79955	5/19/16	2775	SUPERB GRAPHICS	272.33
79956	5/19/16	2790	SWANK MOTION PI	572.00
79957	5/19/16	2855	TIME WARNER CAB	254.51
79958	5/19/16	3185	TOSHIBA FINANCI	1,908.64
79959	5/19/16	2926	TYLER TECHNOLOG	51,308.26
79960	5/19/16	2954	URBAN GRAFFITI	3,938.30
79961	5/19/16	3001	VERIZON WIRELES	4,593.05
79962	5/19/16	3102	WILLDAN FINANCI	130.00
79963	5/19/16	3134	XEROX CORPORATI	503.64
79964	5/19/16	3135	XO COMMUNICATIO	4,986.31
79965	5/19/16	68	AFLAC	4,009.06
79966	5/19/16	69	AFSCME	720.00
79967	5/19/16	487	CaIPERS	64,157.00
79968	5/19/16	3846	CLEA	563.50
79969	5/19/16	3846	CLEA	98.00
79970	5/19/16	775	COVINA POLICE A	2,800.00
79971	5/19/16	789	COVINA-FSA, CIT	790.85
79972	5/19/16	878	DELTA DENTAL OF	7,504.22
79973	5/19/16	1247	GREAT WEST LIFE	3,305.10
79974	5/19/16	3795	LEGAL SHIELD	231.22
79975	5/19/16	2234	PERS	146,359.89
79976	5/19/16	2235	PERS LONG TERM	136.57
79977	5/19/16	2946	UNITED WAY OF G	17.50
79978	5/19/16	3014	VISION SERVICE	779.12
79979	5/19/16	4255	VOYA FINANCIAL	4,041.84

CITY OF COVINA
Check Register
April 29 - May 19, 2016

<i>subtotal checks</i>	\$ 2,931,783.25
<i>subtotal payroll</i>	\$ 1,085,811.32
<i>subtotal voids</i>	\$ (5,638.70)
<i>subtotal workers' compensation</i>	\$ 59,944.35
TOTAL checks/EFTs	\$4,118,115.81

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Dennis Swink, being first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina Accounts Payable for 4/29-5/19/16; payroll for 5/05/16 and 5/19/16; workers' compensation and voids for 4/29-5/19/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Dennis Swink
Interim Finance Director



**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: June 7, 2016

TITLE: Payment of Demands

PRESENTED BY: Dennis Swink, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$88,136.36

BACKGROUND: Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
April 29 - May 19, 2016	1317 - 1326	\$55,252.09
<u>VOIDS</u>		\$0.00
<u>PAYROLL</u>		
5/05/16		\$12,491.24
5/19/16		\$20,393.03
	GRAND TOTAL:	\$88,136.36

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

Dennis Swink
Interim Finance Director

ATTACHMENTS:

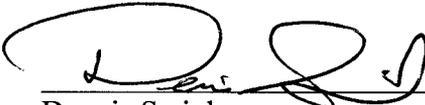
Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 April 29 - May 19, 2015

Check #	Check Date	Vendor	Name	Amount
1317	5/4/16	572	CATHOLIC CHARIT	1,500.00
1318	5/4/16	4455	FRONTIER CALIFO	87.06
1319	5/12/16	1317	HdL Coren & Con	3,465.00
1320	5/12/16	1364	HOME DEPOT	7.58
1321	5/12/16	1754	LOWE'S COMPANIE	31.94
1322	5/19/16	283	BANK OF THE WES	15.24
1323	5/19/16	4455	FRONTIER CALIFO	84.58
1324	5/19/16	1156	GAS COMPANY, TH	36.16
1325	5/19/16	2452	RJS FINANCIAL	49,840.00
1326	5/19/16	3135	XO COMMUNICATIO	184.53
			<i>subtotal checks</i>	\$55,252.09
			<i>subtotal voids</i>	\$0.00
			<i>subtotal payroll</i>	\$32,884.27
			TOTAL CHECKS/EFT's	\$88,136.36

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Dennis Swink, first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency Accounts Payable and voids for 4/29/16-5/19/16 and payroll for 5/05/16 and 5/19/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Dennis Swink
Interim Finance Director

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: June 7, 2016

TITLE: Authorization to Execute Professional Services Agreement with West Coast Arborists, Inc. for Tree Care/Maintenance Services

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Affirm the Interim City Manager's waiver of the formal bid procedures set forth in CMC Sections 2.20.100 through 2.20.160;
- 2) Based on its own independent judgment, make a determination of exemption of the contract award from the California Environmental Quality Act (CEQA) and the CEQA Guidelines; and
- 3) Authorize the Interim City Manager to execute a Professional Services Agreement with West Coast Arborists, Inc., on behalf of the City Council, for tree care and maintenance services for the period of June 1, 2016 through June 30, 2019, in an amount not to exceed \$505,000, with the option of two one-year extensions at the City's sole discretion and one additional one-year extension upon mutual consent of both the City and West Coast Arborists, Inc.

BACKGROUND:

West Coast Arborists, Inc. has provided satisfactory tree care/maintenance services for street and park trees since September 1999, including tree trimming, planting, maintenance, watering, emergency call-out services, and administration of ArborAccess, the City's street and park tree inventory system.

On May 5, 2015, and in accordance with Covina Municipal Code (CMC) Section 2.20.080 (Bidding – Required – Exceptions), the City Council approved Contract Amendment No. 9, authorizing a one-year extension to the Contract for Tree Trimming/Maintenance Services with West Coast Arborists, Inc. for the period of July 1, 2015 to June 30, 2016. Subsection B. 1 of CMC Section 2.20.080 allows procurement by noncompetitive proposals when the supply, service or equipment is available from only one source. West Coast Arborists, Inc. administers the City's street and park tree inventory system at no extra charge. The inventory system contains the location and maintenance history of each street and park tree. This information cannot be reproduced by another vendor without significant cost.

In September 2015, park maintenance functions, including park tree maintenance responsibilities, transitioned to the Department of Public Works, making the department solely responsible for the maintenance of the City's urban forest. At that time, the Department of

Public Works began exploring ways to maximize the potential benefits and health of Covina’s urban forest. The benefits of a thriving urban forest are significant and include:

- Contribute to community economic well-being by enhancing property values by 7 to 20%;
- Provide sense of place - 90% of Americans consider the beauty of trees very important;
- Offer neighborhoods a sense of identity;
- Promote pedestrian activity;
- Improve air quality by extracting 25 pounds of carbon from air per year (mature tree) and capturing airborne particulate pollution, removing dust and chemicals from the atmosphere;
- Provide evaporative cooling effect by lowering temperatures typically by five to nine degrees;
- May reduce the cost of summer cooling by 10 to 50%;
- Improve water quality by intercepting storm water and reducing runoff and soil erosion; and
- Mitigate noise pollution by absorbing traffic and other sounds from the urban environment.

On November 3, 2015, and in furtherance of the effort to maximize the potential benefits and health of Covina’s urban forest, the City Council received and filed an informational report on the implementation of a five-year grid trimming program for the City’s street and park trees. Attachment A depicts the schedule graphically.

Table 1 – Five-Year Grid Trimming Schedule for Street and Park Trees

Year	Trees	Schedule
2015-16 (Year 1)	2,059	Completed
2016-17 (Year 2)	2,059	January to April 2017
2017-18 (Year 3)	2,063	January to May 2018
2018-19 (Year 4)	2,128	January to May 2019
2019-20 (Year 5)	1,888	January to May 2020
Total	10,197	

To promote the health of trees and the urban forest as a whole, trees should be trimmed on a systematic basis in accordance with national standards for a variety of reasons including:

- Maintain the health of the tree by removing dead, damaged or diseased plant tissue to maintain plant health and vigor, correct growth defects, and reduce wind resistance;
- Improve the aesthetic appearance of the trees, parks and streetscapes;
- Protect public safety by minimizing the risks to the public right-of-way, public property, and citizens and their property; and
- Lessen interference with vehicular traffic, pedestrians, cyclists, streetlights, traffic signals, street and regulatory signs, and buildings.

The next aspect of tree care the Department of Public Works evaluated was the contract for tree care/maintenance services. Given the City’s long-term and satisfactory contract arrangement with West Coast Arborists, Inc., the department elected to solicit a proposal for a one-year contract extension from West Coast Arborists, Inc. for fiscal year 2016-17 and then initiate a competitive selection process to identify a service provider for fiscal year 2017-18 and beyond.

On April 18, 2016, West Coast Arborists, Inc. presented a proposal for a one-year contract extension. Given the proposal contained a 31% across-the-board price increase to offset the new prevailing wage determination for Tree Maintenance Laborer, the Department of Public Works with input from the City Manager, had to quickly reassess the City's tree care strategy. Under West Coast Arborists, Inc.'s proposal, for example, the cost of grid trimming would have increased from \$49/tree in the current year to \$64/tree in 2016-17. The cost of Year 2 (2016-17) in Covina's recently implemented five-year grid trimming schedule would increase from \$100,891 to \$131,776 for the 2,059 trees identified for trimming.

DISCUSSION:

Within the last year, the California Department of Industrial Relations (DIR) established the first prevailing wage rate for tree trimming. The wage determination provides for increases beginning on July 1, 2016 and continuing through July 1, 2018. Increases in wages and benefit costs range from 4% to 21% each year depending on the classification of the position. The largest increase is in July 2016, with increases of 18% to 21%. The April 18, 2016, West Coast Arborists, Inc. proposal sought a price adjustment to offset the wage rates beginning on July 1, 2016.

Following the receipt of the West Coast Arborists, Inc. proposal, the Department of Public Works queried other agencies to ascertain how they are addressing contract tree maintenance services in relation to the escalating costs and learned cities are either renegotiating contracts with existing service providers or initiating competitive selection processes to identify a service provider. The Department of Public Works then evaluated contracts recently awarded by other agencies for a possible "piggyback" opportunity.

When it is to the City's advantage, CMC Section 2.20.210.B. (Joint Purchasing Agreements with Other Governmental Entities) allows the City Manager to waive the formal bid procedure prescribed in CMC Sections 2.20.100 through 2.20.160 in the following instance:

Supplies, vehicles, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another governmental entity either by competitive bid or through a negotiated process. (Ord. 16-2051 § 1, 2016.)

On October 21, 2015, the Monterey Park City Council directed staff to issue a Request for Proposals (RFP) for Citywide Tree Trimming and Maintenance Services. Monterey Park mailed the RFP to twelve area tree trimming contractors and six general contractor bid boards for electronic posting. On March 16, 2016, the Monterey Park City Council awarded a three-year contract to West Coast Arborists, Inc. with the option of two one-year extensions at the City's sole discretion and one additional one-year extension upon mutual consent of both the City and West Coast Arborists, Inc. Section 28 (Cooperative Purchasing) of the RFP allows for other public agencies to have the opportunity to participate in any agreement resulting from the RFP with the same terms and conditions as to the price of product and/or service.

Of the recently awarded contracts reviewed by the Department of Public Works, the Monterey Park contract is most favorable and as a result, the Department recommends that the City Council affirm the Interim City Manager's waiver of the formal bid procedures set forth in CMC Sections 2.20.100 through 2.20.160 and authorize the Interim City Manager to execute the attached Professional Services Agreement with West Coast Arborists, Inc. for tree care/maintenance services for the period of June 1, 2016 through June 30, 2019, in an amount not to exceed \$505,000 with the option of two one-year extensions at the City's sole discretion and one additional one-year extension upon mutual consent of both the City and West Coast

Arborists, Inc.

The most advantageous aspect of the “piggyback” option with Monterey Park and what differentiates the contract from others, is the pricing. The contract offers fixed pricing for the three years of the contract term, through June 30, 2019. The cost of grid trimming, for example, is \$52/tree, a 6% increase from the \$49/tree pricing in the current year. This compares favorably to the \$64/tree contained in the April 2016 West Coast Arborists, Inc. extension proposal to the City and rate structures in other cities, wherein costs have predetermined annual increases for the length of the contract term (i.e., 5% per annum.) The complete price schedule for the proposed contract is contained in Exhibit B of the Agreement.

Other notable features of the proposed contract include the provision of global positioning system (GPS) coordinates for all trees in public spaces, which can be linked to the City’s Geographic Information System (GIS) program, and availability of an International Society of Arboriculture (ISA) certified arborist for a minimum of eight hours per week.

FISCAL IMPACT:

The General Fund impact associated with the proposed agreement is \$505,000 over the three-year term agreement. This level of funding will support Years 2, 3, and 4 of the grid trimming program plus approximately \$60,000 in discretionary tree services per fiscal year.

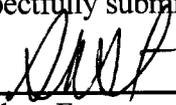
Year	Grid Trees	Grid Cost	Discretionary	
			Services	Total Cost
2016-17 (Year 2)	2,059	107,068	61,265	168,333
2017-18 (Year 3)	2,063	107,276	61,057	168,333
2018-19 (Year 4)	2,128	110,656	57,678	168,334
Total	6,250	325,000	180,000	505,000

Sufficient funding for tree care/maintenance services will be included in the 2016-17 Department of Public Works budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

City staff has determined that taking the award of the contract for tree care and maintenance services would not result in, or have a potential for resulting in, either a direct or indirect physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and, accordingly, does not qualify as a "project" under the California Environmental Quality Act (CEQA) (Cal. Pub. Resources Code, § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 *et seq.*), as defined in CEQA Section 21065 and CEQA Guidelines Section 15378. Alternatively, City staff has determined that even if the award of the contract were to qualify as a project, the contract award would be categorically exempt from CEQA and the CEQA Guidelines in accordance with Section 15301(h) of the CEQA Guidelines (Existing Facilities - Class 1). This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the City’s contract award, including the maintenance of existing landscaping. City staff recommends that the City Council review staff’s determinations of exemption, and based on its own independent judgment, concur in the staff’s determinations of exemption.

Respectfully submitted,



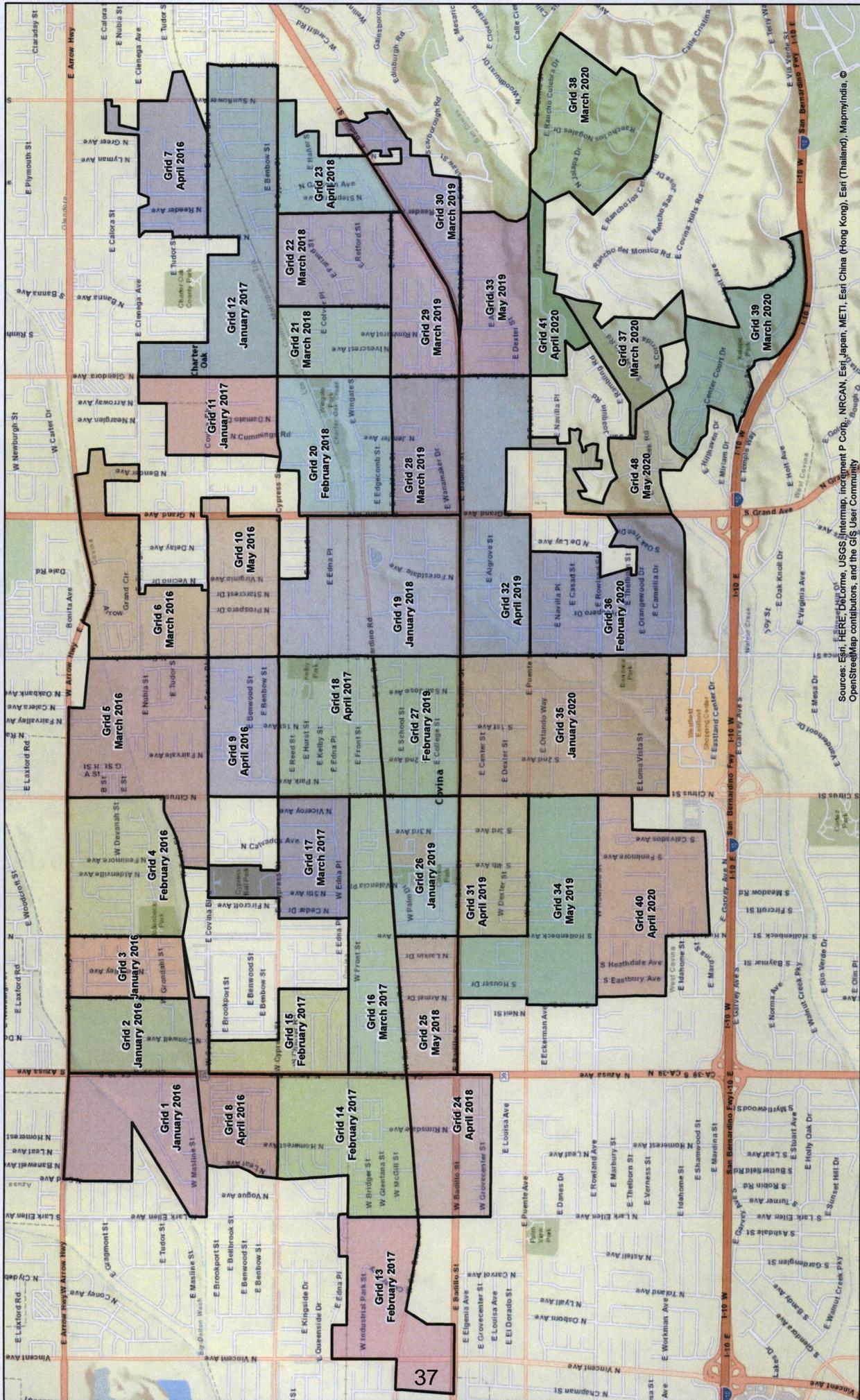
Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: City of Covina Grid Trimming Schedule

Attachment B: Professional Services Agreement with West Coast Arborists, Inc.

CITY OF COVINA GRID TRIMMING SCHEDULE



Sources: Esri, HERE, DeLorme, USGS, Intermap, Incorp P Corp, NRCAN, Esri, Japan, METI, Esri, China (Hong Kong), Swis (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated May __, 2016, and is between the CITY OF COVINA, a California municipal corporation and general law city (“CITY”) and West Coast Arborists, Inc., a California corporation and tree care/maintenance provider (“CONSULTANT”).

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT in accordance with the rates set forth in Exhibit “B” for the term of this Agreement up to a total sum not to exceed five hundred five thousand dollars (\$505,000.00) for CONSULTANT's services. CITY and CONSULTANT may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay the rates as specified in the attached Exhibit "B," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform, provide and complete the services required of CONSULTANT by this Agreement.

- 3. **PERFORMANCE STANDARDS.** While performing under this Agreement, and adhering to the standards described in Exhibit "A", CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) calendar days after such

notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed satisfactory invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "B"), the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.
5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of CITY's current fiscal year.
6. **ADDITIONAL WORK.**
 - A. CITY's City Manager ("Manager") or his or her designee may determine, at the Manager's or designee's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Services. If Additional Work is needed, the Manager, or his or her designee, may give written authorization to CONSULTANT to perform such Additional Work valued at \$25,000 or less.
 - B. If CONSULTANT believes Additional Work is needed to complete the Scope of Services, CONSULTANT will provide the Manager, or his or her designee, with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
 - C. Additional Work valued over \$25,000.00 must be approved by the City Council prior to performance of the Additional Work. All Additional Work will be subject to all other terms and provisions of this Agreement.
7. **FAMILIARITY WITH WORK.**
 - A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the Scope of Services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If the services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from July 1, 2016 to June 30, 2019. The CITY may, at its sole discretion, extend the term of this Agreement on a 12-month basis for two (2) additional one year terms by giving written notice thereof to CONSULTANT not less than thirty (30) calendar days before the end of the Agreement term, such notice is to be exercised by the Manager. This Agreement again may be renewed for an additional one (1) year term upon mutual consent of the parties hereto after the two-year extension. Any request for consideration of pricing adjustments will be submitted by the CONSULTANT not less than thirty (30) calendar days before the end of City's fiscal year. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A"; or
- B. Termination as stated in Section 16 of this Agreement.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work in advance of receiving written notice to proceed, any such services are at CONSULTANT's sole cost and own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the schedule of performance of services. The Manager will extend the completion time, when appropriate, for the completion of the services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits. This

Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: RFP 16-51; and

B. Exhibit B: Price Schedule.

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. Except as provided in Section 6 of this Agreement, all such changes must be authorized in writing by CONSULTANT and the City Council, and executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) calendar days before the effective termination date.

C. Upon receiving a termination notice from CITY, CONSULTANT will immediately cease performance under this Agreement, unless otherwise provided in the termination notice. Except as otherwise provided in the CITY's termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own risk and cost; CITY will not be obligated to compensate CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this Agreement, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon receipt of written notice from CITY. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of services under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public entity without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. **INDEMNIFICATION.**

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of professional services pursuant to this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies, defends and holds CITY harmless from and against any claim, action,

damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this Section 19, "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive expiration or termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23 of this Agreement, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- 20. **ASSIGNABILITY.** This Agreement is for CONSULTANT's services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's prior written approval are prohibited and will be null and void.
- 21. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar services to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
- 22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after expiration or termination of this Agreement or final payment under this Agreement.

23. **INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1 ,000,000
Workers compensation	Statutory

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance or self-insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 1 0 1 1 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) calendar days' prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any negligent act, errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form 1CA 00 01 06 92, including symbol I (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's sole expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. **USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any subcontractors while performing any portion of this Agreement. Such approval must include both approval of the proposed consultant and the terms of compensation.
25. **INCIDENTAL TASKS.** CONSULTANT shall meet with CITY monthly to provide the status on the services, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the services remaining and a description of the services to be done before the next schedule update.
26. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY

City of Covina
125 E. College St.
Covina, CA 91754
Attn: *Siobhan Foster*
Public Works Director

CONSULTANT

West Coast Arborists, Inc.
2200 E. Via Burton Anaheim, CA. 92806
Attn: *Patrick O. Mahoney*
President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation. CITY's conflict of interest regulations.
28. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person other than CONSULTANT's bona fide employee any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
29. **THIRD PARTY BENEFICIARIES.** Except as provided in Section 19 of this Agreement, this Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws, statutes, ordinances, and enactments applicable to this Agreement.
32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as

so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment approved by CONSULTANT and the City Council. The Manager may execute any such amendment on behalf of CITY.
36. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Such facsimile or electronic signature will be treated in all respects as having the same effect as an original signature.
37. **CAPTIONS.** The captions of the Sections of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control then this Agreement will immediately terminate without obligation of either Party to the other.
40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing under the this Agreement and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

West Coast Arborists, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

RFP 16-51

EXHIBIT "A"
(ATTACHED)

CITY OF MONTEREY PARK



REQUEST FOR PROPOSALS

RFP NO. 16-51

FOR

TREE INVENTORY TRIMMING / MAINTENANCE

KEY RFP DATES

- | | | |
|-----------|-----------|-------------------------------------|
| ➤ 1/28/16 | | RFP RELEASE |
| ➤ NONE | | MANDATORY WALK-THROUGH / CONFERENCE |
| ➤ 2/8/16 | | REQUEST FOR CLARIFICATION DEADLINE |
| ➤ 2/18/16 | 5:00 P.M. | PROPOSAL RESPONSES DUE |
| ➤ 3/3/16 | | AGREEMENT EXECUTION |

THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.ci.monterey-park.ca.us



City Council
Peter Chan
Mitchell Ing
Stephen Lam
Hans Liang
Teresa Real Sebastian

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

REQUEST FOR PROPOSALS

A. PROPOSAL INSTRUCTIONS

One (1) original and two (2) copies of your firm's proposal must be submitted by 5:00p.m. on Thursday, February 18, 2016, to:

City of Monterey Park
Attention: Chris Reyes - Parks Superintendent
Re: RFP No. 16-51
320 West Newmark Avenue
Monterey Park, CA 91754
creyes@montereypark.ca.gov
(626) 307-2506

All inquiries or requests for clarification related to this request for proposal shall be submitted in writing via mail or email to Chris Reyes. Late proposals will not be accepted.

B. INTRODUCTION

- 1) The City of Monterey Park hereby requests proposals from qualified firms to provide annual services of tree maintenance as needed, within the City's Community. The City has approximately 9100 street and park trees that comprise its inventory, of approximately 13,250 total tree site locations. The Contractor shall perform tree, and other woody plant maintenance services, in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work to be performed includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and is routine, recurring and usual.

- 2) Contractors are advised to consider whether services to be performed include classifications subject to State or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations (DIR) website at:
http://www.dir.ca.gov/dlsr/statistics_research.html.

Your attention is directed to the California DIR wage classification issued on June 22, 2015 for Tree Maintenance Laborer & Landscape Maintenance Laborer (SC-102-X-20-2015-1) -that may be applicable to this type of work. Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Agreement approved by the City. City will not assume any responsibility for CONTRACTOR's failure to pay prevailing wages in accordance with State law.

C. PROPOSAL DETAIL

- 1) Firms wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:
- State of California Contractor's License number and expiration date, C-27 & C61/D-49 and any other applicable licenses
 - Names, staff qualifications and proposed duties of staff to be assigned to this project. The firm shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of any Service Agreement, as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of communicating with any City representative and be authorized to act on behalf of the firm
 - List of staff qualifications including but not limited to:
 - (a) All Certified Arborists employed by the firm.
 - (b) All Certified Utility Arborists employed by the firm.
 - (c) All Certified Tree workers employed by the firm.
 - (d) All Certified Urban Foresters and/or Municipal Arborists employed by the firm.
 - (e) All Utility Line Clearance Tree workers employed by the firm.
 - (f) California State Licensed Pest Control Advisor and Applicator employed by the firm
 - (g) American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
 - (h) Technicians providing technical support for inventory software.
 - (i) Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA).
 - References

- **Corporate Capability**
 - (a) **Affirmative Statement of Compliance with indemnity and insurance.**
 - (b) **All required licensing to complete job.**

- **Services to be Performed**
- **Equipment**
 - (a) **A complete list of machinery and equipment, including year, serial number and license number, to be used for this project and all available equipment in reserve to allow for breakdowns.**

- **Information Management**
 - (a) **A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.**
 - (b) **A statement describing the firm's ability to provide data for the City's Geographic Information System (GIS).**

- **Quality Control Plan**
 - (a) **A written description of the firm's plan to report greenwaste generated and the method for its disposal.**
 - (b) **A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City.)**
 - (c) **The methodology in which the firm will handle complaints from the public and damage to public and private property.**
 - (d) **Effective means to correct problems.**

- **Employee Training**
 - (a) **A written description of the firm's internal tree maintenance and arboricultural training program.**

- **Schedule of Compensation**

All proposals must be sealed and clearly identify the contractor / vendor name, address, and phone number. The City of Monterey Park hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

D. PROJECT DESCRIPTION / SCOPE OF SERVICES

The City of Monterey Park is seeking proposals from qualified consultants to provide annual services of tree maintenance as needed, within the City's Community The scope of work provided in this RFP shall be used as a guideline; however, it is the consultant's responsibility to provide all necessary services to ensure the services are completed efficiently and in full compliance with applicable procedures and standards. The scope of work for the project includes providing all necessary services to perform and complete the proposed landscape and/or tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City;

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program (Ex. 5 years)
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Palm crown/nut trimming and shaping
13. Root pruning
14. Specialty equipment rental
15. Arborist services/inspection
16. Foliar and pesticide treatments
17. Additional work
18. Data entry
19. Webpage development
20. GPS Tree inventory
21. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).

1) ANNUAL PRUNING PROGRAM

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of

Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the 5-year contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower, certain Palm tree specimens). Service request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

2) INSPECTION OF HAZARDOUS CONDITIONS

All City trees shall receive routine maintenance and periodic inspections. The Contractor is to include in its price for services of an ISA Certified Arborist to be on site for a regularly scheduled minimum of eight (8) hours per week. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

3) TREE INVENTORY/GPS REQUIREMENT

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The current system in use by the City of Monterey Park is Arbor Access. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract. The Contractor may be asked to provide the City with recommendations for tree maintenance, and recommended removals. Attributes to be collected by field personnel for inventory purposes may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

GPS Tree Inventory Detail

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System

(GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by

their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. Within the first 90 days of the project/contract, the City will receive a complete listing of all sites inventoried, both in hard copy and on a the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS or equivalent, compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) meter.

Experience

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly.

Scope of Work

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number**
- City District/Grid/LLDs/Parks/R-Areas/Residential**
- Street**
- Location by Address**
- Location by GIS**

- Species by botanical name & common name
- Tree diameter
- Tree height
- Recommended Maintenance Classification
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage
- Technical Support and Maintenance

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

4) PROJECT SPECIAL PROVISIONS

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Monterey Park is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract.

5) WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The City of Monterey Park shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

6) TRAFFIC SAFETY

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA),

during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

7) WORK STANDARDS

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches ($3\frac{1}{2}$ ") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City of Monterey Park. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis. On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- (c) Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company

notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree
- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

8) PRUNING FOR TRAFFIC CLEARANCES

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis

Clearances for adjacent structures and their connecting utility lines (service

drops), shall be determined by the City of Monterey Park and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- (b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- (c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

9) PRUNING OF PALM TREES

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in accordance the following:

- (a) The use of climbing spurs or spike shoes for the purpose of climbing Palm trees is prohibited, unless specifically approved by the City of Monterey Park. The Contractor shall be required to use an aerial tower, with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- (b) Palm Skinning - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches
- (c) Canary Palm pine/nut trimming and shaping (add'l service and cost) shall be directed by the Parks Superintendent or his authorized representative. This trimming is for both safety and aesthetic purposes. A symmetrical shape and pleasing appearance typical of the species is desired.

10) SERVICE REQUEST TREE PRUNING

Trees that need service prior to their scheduled grid trim for aesthetic shall be trimmed within two weeks of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (15) feet over the roadway and seven (7) feet over walkways. Trees shall also be trimmed to remove any

obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

11) TREE REMOVALS

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Contractor bears sole responsibility for this task. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City of Monterey Park shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of the Parks Superintendent. No wood shall be left along public right-of-way unless approved by the Parks Superintendent or his authorized representative. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

12) TREE PLANTING

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while back filling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

- (i) In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

13) CREW RENTAL

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, hanging Holiday lighting, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

14) EMERGENCY RESPONSE

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA), during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

15) *LINE CLEARANCE PRUNING*

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project shall be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

16) *TREE WATERING*

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

17) *SMALL TREE CARE*

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

18) *ARBORIST SERVICES*

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

19) *TRAFFIC CONTROL*

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA). Contractor will be responsible for supplying and using all

safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use, furthermore, the City may require a Traffic delineation and safety plan to be submitted on selected jobs. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety. Illuminated ATSSA approved equipment may be required in low light situations including, but not limited to: dawn, dusk, low light, rain, snow, evening, night if these situations present themselves on a daily work flow basis, or on emergency responses. All such determinations shall be made by the above mentioned Traffic Control Design Specialist, and then approved by the appropriate City Department Staff.

20) PUBLIC NOTICE OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

21) WORK SITE CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City Yard, or on other designated City Property. However, the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Parks Superintendent or his authorized representative, shall be the sole judge as to the adequacy of the clean up

22) DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with CA Assembly Bill 939.

- Greenwaste Recycling Report: Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the Parks Superintendent on a monthly basis.

- **Wood Chips:** Chips generated from pruning operations within the City of Monterey Park may first be dumped at a City designated site. At the direction of the Parks Superintendent or his authorized representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. When pre-authorized, these chips shall be dumped in specified locations in the City.
- **Milling (additional service & cost):** At the direction of the Public Works Director and / or Parks Superintendent, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

23) PARKING

The City of Monterey Park will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City of Monterey Park harmless and release the City of liability I the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

24) INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st – 15th, 16th – end of month . Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

25) INSPECTIONS

The City of Monterey Park or his designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

26) WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

27) MINOR MODIFICATIONS AND / OR ADDITIONAL WORK

(a) The City may modify these specifications with the joint approval of the Contractor and the City of Monterey Park Purchasing Agent. All modifications shall be in writing.

(b) In the event that the City of Monterey Park should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

(c) Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.

(d) The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

(e) The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

28) COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political subdivision of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City of Monterey Park shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City of Monterey Park and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

29) REQUESTS FOR CLARIFICATION

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if

they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Monterey Park Purchasing Agent and / or Parks Superintendent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery before 5:00pm PST of 2/8/16

In the event that the City of Monterey Park Purchasing Agent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION REQUIREMENT

The City of Monterey Park is committed to fulfilling the spirit and intent of the Disadvantaged Business Enterprise (DBE) Program regulations published under Title 49 CFR Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Programs. It is the policy of the City of Monterey Park to ensure that disadvantaged business enterprises have equitable access to participate in all federally funded projects. Further, it is the policy of the City of Monterey Park to promote equal opportunity and nondiscrimination on the basis of race, color, sex, or national origin in the award and/or performance of any federally funded, or in the administration of its DBE program or the requirements of 49 CFR Part 26. While the City is not requiring a specific DBE participation on this contract, DBE participation may be required in future CIP contracts, which are federally funded.

F. PROPOSAL SUBMITTAL

Please submit your proposal in the format specified below:

Section 1: Cover Letter/Executive Summary

Provide an executive summary emphasizing the strong points of the project team, qualifications and experience. The cover letter/executive shall be signed by a person with the official authority to bind the company. The cover letter/executive shall include the name, address, telephone number, title, and

signature of the firm's contact person for this proposal, and state that the submittal is valid for 90 days.

Section 2: Project Team, Key Personnel and Resumes

Include a Statement of Qualifications listing qualifications, skills and experience, including that of any proposed sub consultants, in carrying out the Project Description/Scope of Services. Include a list of similar projects, contracts, or agreements the team has performed within the past 5 years. Identify the list key personnel in the form of an organizational chart, that will be assigned to this project and availability of personnel to work on this project. Please refer to APPENDIX item #4 as an example of typical anticipated services currently required in our daily operations, and the menu form typically provided annually.

Section 3: References

Provide at least 3 public agency references for similar assignments.

Section 4: Insurance

Provide a copy of firm's current insurance certificate.

Section 5: Certification of Proposal

Provide a signed copy of COP (APPENDIX item #3)

F. PROPOSAL EVALUATION

Proposals will be evaluated based on the following factors:

1. Experience and qualifications of the team performing similar projects.
2. Ability to commit resources to this project.
3. Responsiveness to the Request for Proposals.
4. References.
5. Cost Proposal.

G. SELECTION AND SCHEDULE

The selected consultant will be required to enter into an agreement with the City of Monterey Park for the proposed services and shall provide certificates of insurance meeting the City's insurance requirements. The City of Monterey Park reserves the right to reject any and all proposals at any time and for any reason, to negotiate appropriate modifications to a proposal, and/or negotiate a different agreement with any one or more consultants. The preliminary schedule is as follows:

1. RFP RELEASE Date:		1/28/16
2. WALK-THROUGH / CONFERENCE:		None
3. REQUEST FOR CLARIFICATION DEADLINE:		2/8/16
4. RFP RESPONSES DUE:	5:00pm PST	2/18/16
5. AGREEMENT EXECUTION Date:		3/3/16

H. COST PROPOSAL

Include a not to exceed cost proposal for the work identified in the Project Description / Scope of Services identified herein.

I. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any bidder or by any selected consultant. Each bidder shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this Request for Proposals. Pre-contractual expenses are defined as expenses incurred by bidders and the selected consultant, if any, in:

- Preparing and submitting information in response to this Request for Proposals.
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a bidder/consultant prior to the date of award and a formal notice to proceed.

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et. seq.), unless exempt.

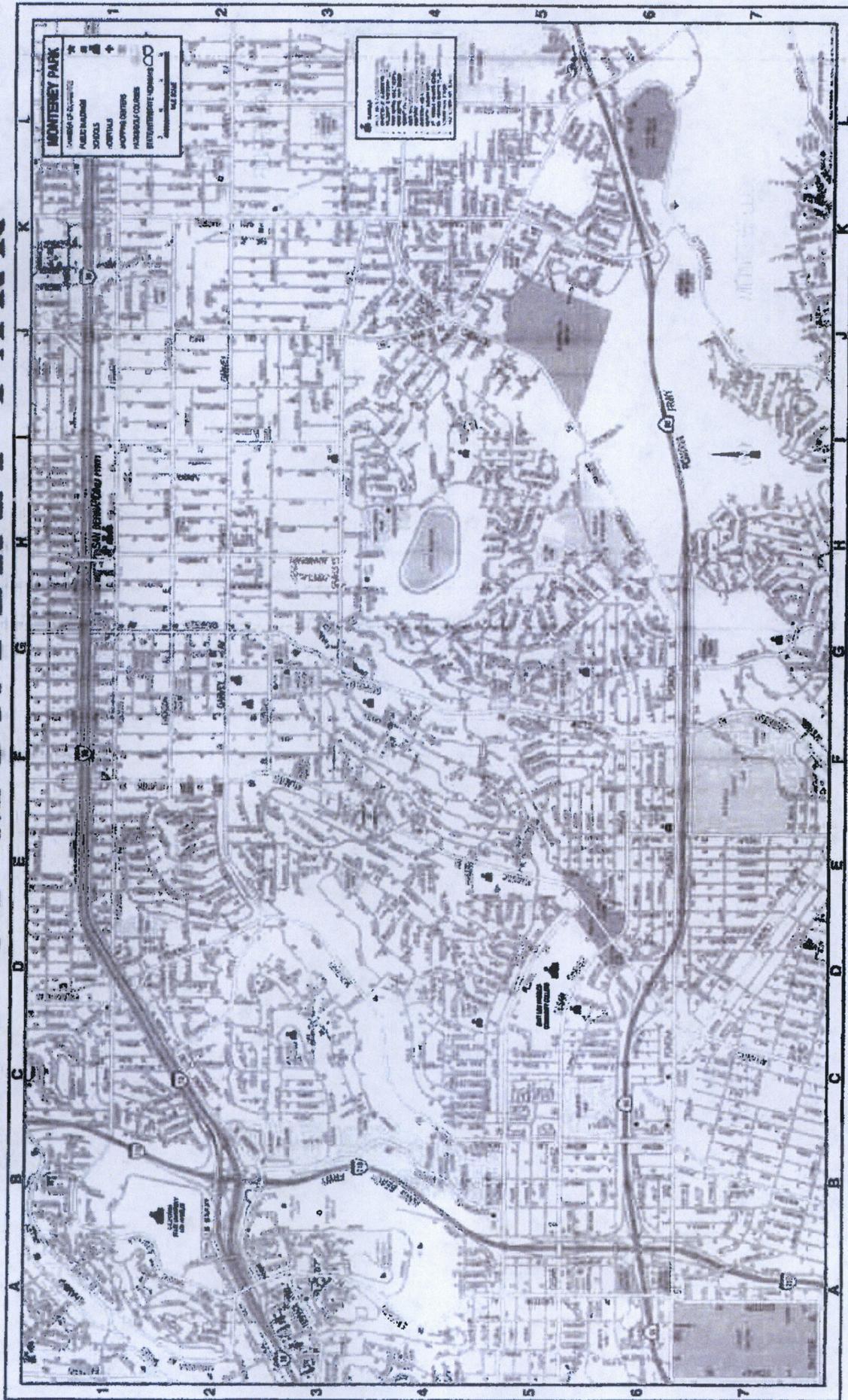
The City reserves the right to amend, withdraw and cancel this request. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals. The City of Monterey Park reserves the right to reject any or all proposals submitted and/or waive any irregularity.

During the evaluation process, the City of Monterey Park City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

This RFP does not constitute any form or offer to contract

APPENDIX #1

CITY OF MONTEREY PARK



APPENDIX #2

CITY OF MONTEREY PARK
Species Frequency Report

Botanical Name	Common Name	Total
<i>Lagerstroemia indica</i>	CRAPE MYRTLE	1,752
<i>Cupaniopsis anacardioides</i>	CARROTWOOD	772
<i>Melaleuca citrina</i>	LEMON BOTTLEBRUSH	656
<i>Ficus microcarpa</i> 'Nitida'	INDIAN LAUREL FIG	493
<i>Magnolia grandiflora</i>	SOUTHERN MAGNOLIA	399
<i>Jacaranda mimosifolia</i>	JACARANDA	380
<i>Liquidambar styraciflua</i>	AMERICAN SWEETGUM	294
<i>Syagrus romanzoffiana</i>	QUEEN PALM	294
<i>Ligustrum lucidum</i>	GLOSSY PRIVET	247
<i>Schinus terebinthifolius</i>	BRAZILIAN PEPPER	171
<i>Cinnamomum camphora</i>	CAMPHOR TREE	158
<i>Pyrus kawakamii</i>	EVERGREEN PEAR	147
<i>Lagerstroemia indica</i> 'Pink'	PINK CRAPE MYRTLE	137
<i>Ulmus parvifolia</i>	CHINESE ELM	134
<i>Pinus canariensis</i>	CANARY ISLAND PINE	115
<i>Fraxinus uhdei</i>	SHAMEL ASH	113
<i>Pinus halepensis</i>	ALEPPO PINE	108
<i>Washingtonia robusta</i>	MEXICAN FAN PALM	97
<i>Pinus thunbergiana</i>	JAPANESE BLACK PINE	88
<i>Prunus serrulata</i> 'Kwanzan'	KWANZAN CHERRY	81
<i>Pyrus calleryana</i>	ORNAMENTAL PEAR	77
<i>Geijera parviflora</i>	AUSTRALIAN WILLOW	72
<i>Lophostemon confertus</i>	BRISBANE BOX	71
<i>Phoenix roebelenii</i>	PYGMY DATE PALM	63
<i>Platanus racemosa</i>	CALIFORNIA SYCAMORE	63
<i>Trachycarpus fortunei</i>	WINDMILL PALM	60
<i>Melaleuca quinquenervia</i>	CAJEPUT TREE	58
<i>Cupressus sempervirens</i>	ITALIAN CYPRESS	58
<i>Eucalyptus camaldulensis</i>	RED GUM	57
<i>Schinus molle</i>	CALIFORNIA PEPPER	55
<i>Phoenix canariensis</i>	CANARY ISLAND DATE PALM	52
<i>Chionanthus retusus</i>	CHINESE FRINGE TREE	50
<i>Platanus x hispanica</i>	LONDON PLANE	50
<i>Prunus caroliniana</i>	CAROLINA LAUREL CHERRY	47
<i>Pyrus calleryana</i> 'New Bradford'	NEW BRADFORD FLOWERING PEAR	45
<i>Afrocarpus falcatus</i>	FERN PINE	44
<i>Ceratonia siliqua</i>	CAROB	44
<i>Ginkgo biloba</i>	MAIDENHAIR TREE	41
<i>Prunus cerasifera</i>	PURPLE-LEAF PLUM	40
<i>Quercus ilex</i>	HOLLY OAK	38
<i>Cassia leptophylla</i>	GOLD MEDALLION TREE	34
<i>Arbutus unedo</i>	STRAWBERRY TREE	33
<i>Callistemon</i> spp.	BOTTLEBRUSH	33
<i>Albizia julibrissin</i>	SILK TREE	30
<i>Lagerstroemia indica</i> 'Red'	RED CRAPE MYRTLE	30
<i>Pinus pinea</i>	ITALIAN STONE PINE	29
<i>Hymenosporum flavum</i>	SWEETSHADE	28
<i>Pinus eldarica</i>	AFGHAN PINE	28
<i>Pittosporum undulatum</i>	VICTORIAN BOX	28

<i>Lagerstroemia indica</i> 'Purple'	PURPLE CRAPE MYRTLE	25
<i>Washingtonia filifera</i>	CALIFORNIA FAN PALM	25
<i>Corymbia citriodora</i>	LEMON-SCENTED GUM	24
<i>Eucalyptus polyanthemos</i>	SILVER DOLLAR GUM	23
<i>Ficus benjamina</i>	WEeping FIG	23
<i>Archontophoenix cunninghamiana</i>	KING PALM	21
<i>Eriobotrya japonica</i>	EDIBLE LOQUAT	21
<i>Heteromeles arbutifolia</i>	TOYON	21
<i>Pittosporum rhombifolium</i>	QUEENSLAND PITTOSPORUM	21
<i>Bauhinia variegata</i>	PURPLE ORCHID TREE	20
<i>Grevillea robusta</i>	SILK OAK	20
<i>Quercus agrifolia</i>	COAST LIVE OAK	19
<i>Fraxinus velutina</i> 'Modesto'	MODESTO ASH	18
<i>Koelreuteria bipinnata</i>	CHINESE FLAME TREE	18
<i>Sequoia sempervirens</i>	COAST REDWOOD	18
<i>Xylosma congestum</i>	XYLOSMA	18
<i>Liquidambar styraciflua</i> 'Rotundiloba'	ROUND-LEAFED SWEETGUM	17
<i>Agonis flexuosa</i>	PEPPERMINT TREE	16
<i>Alnus rhombifolia</i>	WHITE ALDER	16
<i>Lagerstroemia indica</i> 'White'	WHITE CRAPE MYRTLE	16
<i>Fraxinus velutina</i>	ARIZONA ASH	15
<i>Handroanthus impetiginosus</i>	PINK TRUMPET TREE	15
<i>Olea europaea</i>	OLIVE	15
<i>Cedrus deodara</i>	DEODAR CEDAR	14
<i>Morus alba</i>	WHITE MULBERRY	14
<i>Pyrus calleryana</i> 'Bradford'	BRADFORD PEAR	14
<i>Acer palmatum</i>	JAPANESE MAPLE	13
<i>Afrocarpus macrophyllus</i> 'Maki'	SHRUBBY YEW PINE	13
<i>Melaleuca viminalis</i>	WEeping BOTTLEBRUSH	13
<i>Harphephyllum caffrum</i>	KAFFIR PLUM	12
<i>Koelreuteria paniculata</i>	GOLDENRAIN TREE	12
<i>Nerium oleander</i>	OLEANDER	12
<i>Strelitzia nicotai</i>	GIANT BIRD OF PARADISE	12
<i>Eucalyptus globulus</i>	BLUE GUM	11
<i>Eucalyptus sideroxylon</i>	RED IRONBARK	11
<i>Liriodendron tulipifera</i>	TULIP TREE	11
<i>Prunus persica</i>	PEACH	11
<i>Quercus virginiana</i>	SOUTHER LIVE OAK	11
<i>Brachychiton populneus</i>	BOTTLE TREE	10
<i>Corymbia ficifolia</i>	RED FLOWERING GUM	10
<i>Eucalyptus cladocalyx</i>	SUGAR GUM	10
<i>Eucalyptus rudis</i>	DESERT GUM	10
<i>Juniperus chinensis</i> 'Torulosa'	HOLLYWOOD JUNIPER	9
<i>Metrosideros excelsus</i>	NEW ZEALAND CHRISTMAS TREE	9
<i>Pinus torreyana</i>	TORREY PINE	9
<i>Tipuana tipu</i>	TIPU	9
<i>Bauhinia blakeana</i>	HONG KONG ORCHID TREE	8
<i>Ceiba speciosa</i>	SILK-FLOSS TREE	8
<i>Chitalpa tashkentensis</i>	CHITALPA	8
<i>Rhus lancea</i>	AFRICAN SUMAC	8
<i>Alnus cordata</i>	ITALIAN ALDER	7
<i>Araucaria columnaris</i>	STAR PINE	7

<i>Arbutus 'Marina'</i>	MARINA ARBUTUS	7
<i>Eriobotrya deflexa</i>	BRONZE LOQUAT	7
<i>Ligustrum japonicum</i>	JAPANESE PRIVET	7
<i>Pistacia chinensis</i>	CHINESE PISTACHE	7
<i>Psidium guajava</i>	GUAVA	7
<i>Citrus limon</i>	LEMON	6
<i>Magnolia soulangiana</i>	SAUCER MAGNOLIA	6
Other tree	OTHER TREE	6
<i>Cedrus atlantica</i>	ATLAS CEDAR	5
<i>Ficus rubiginosa</i>	RUSTY LEAF FIG	5
<i>Phoenix dactylifera</i>	DATE PALM	5
<i>Photinia fraseri</i>	FRASERS PHOTINIA	5
<i>Prunus cerasifera 'Krater Vesuvius'</i>	PLUM KRAUTERS VESUVIUS	5
<i>Ilex altaclearensis 'Wilsonii'</i>	WILSON HOLLY	4
<i>Persea americana</i>	AVOCADO	4
<i>Pittosporum tobira</i>	MOCK ORANGE	4
<i>Pyrus calleryana 'Holmford'</i>	NEW BRADFORD PEAR	4
<i>Acacia decurrens</i>	GREEN WATTLE	3
<i>Acer saccharinum</i>	SILVER MAPLE	3
<i>Betula pendula</i>	EUROPEAN WHITE BIRCH	3
<i>Carya illinoensis</i>	PECAN	3
<i>Cotoneaster lacteus</i>	RED CLUSTERBERRY	3
<i>Ficus carica</i>	EDIBLE FIG	3
<i>Gleditsia triacanthos</i>	HONEY LOCUST	3
<i>Lagerstroemia indica 'Dynamite'</i>	DYNAMITE CRAPE MYRTLE	3
<i>Melaleuca spp.</i>	MELALEUCA	3
<i>Pinus radiata</i>	MONTEREY PINE	3
<i>Prunus serrulata</i>	JAPANESE FLOWERING CHERRY	3
<i>Ailanthus altissima</i>	TREE OF HEAVEN	2
<i>Bauhinia forficata</i>	BRAZILIAN BUTTERFLY TREE	2
<i>Eugenia uniflora</i>	SURINAM CHERRY	2
<i>Feljoa sellowiana</i>	PINEAPPLE GUAVA	2
<i>Ficus macrophylla</i>	MORETON BAY FIG	2
<i>Jasminum spp.</i>	JASMINE	2
<i>Juniperus spp.</i>	JUNIPER	2
<i>Laurus nobilis</i>	SWEET BAY	2
<i>Myoporum laetum</i>	MYOPORUM	2
<i>Schefflera actinophylla</i>	QUEENSLAND UMBRELLA TREE	2
<i>Ulmus pumila</i>	SIBERIAN ELM	2
<i>Acacia longifolia</i>	SYDNEY GOLDEN WATTLE	1
<i>Acacia melanoxylon</i>	BLACK ACACIA	1
<i>Acer palmatum 'Red'</i>	JAPANESE MAPLE RED	1
<i>Agave americana</i>	CENTURY PLANT	1
<i>Brachychiton acerifolius</i>	AUSTRALIAN FLAME TREE	1
<i>Brachychiton discolor</i>	PINK FLAME TREE	1
<i>Brahea armata</i>	MEXICAN BLUE PALM	1
<i>Calocedrus decurrens</i>	INCENSE CEDAR	1
<i>Caryota mitis</i>	CLUSTERED FISHTAIL PALM	1
<i>Cercidium spp.</i>	PALO VERDE	1
<i>Cercis canadensis</i>	EASTERN REDBUD	1
<i>Citrus reticulata</i>	TANGERINE	1
<i>Citrus spp.</i>	CITRUS	1

<i>Cocculus laurifolius</i>	LAUREL-LEAFED SNAILSEED	1
<i>Corymbia maculata</i>	SPOTTED GUM	1
<i>Cotinus coggygria</i>	SMOKE TREE	1
<i>Cycas revoluta</i>	SAGO PALM	1
<i>Dodonaea viscosa</i>	HOPSEED	1
<i>Eucalyptus leucoxylon</i>	WHITE IRONBARK	1
<i>Eucalyptus</i> spp.	EUCALYPTUS	1
<i>Eucalyptus torquata</i>	CORAL GUM	1
<i>Ficus elastica</i>	RUBBER TREE	1
<i>Ficus microcarpa</i>	WEeping INDIAN LAUREL FIG	1
<i>Fraxinus angustifolia oxycarpa</i>	RAYWOOD ASH	1
<i>Ginkgo biloba</i> 'Autumn Gold'	GINKGO AUTUMN GOLD	1
<i>Handroanthus chrysotrichus</i>	GOLDEN TRUMPET TREE	1
<i>Juglans nigra</i>	BLACK WALNUT	1
<i>Juglans</i> spp.	WALNUT	1
<i>Koelreuteria</i> spp.	KOELREUTERIA	1
<i>Ligustrum confusum</i>	PRIVET	1
<i>Magnolia grandiflora</i> 'Saint Mary'	SAINT MARY MAGNOLIA	1
<i>Malus sylvestris</i>	EDIBLE APPLE	1
<i>Melia azedarach</i>	CHINABERRY	1
<i>Photinia serrulata</i>	CHINESE PHOTINIA	1
<i>Pittosporum floribundum</i>	HIMALAYAN PITTOSPORUM	1
<i>Prosopis juliflora</i>	BAYAHONDA BLANCA	1
<i>Prunus ameniaca</i>	APRICOT	1
<i>Prunus</i> spp.	STONE FRUIT	1
<i>Pyrus calleryana</i> 'Aristocrat'	ARISTOCRAT PEAR	1
<i>Rhaphiolepis</i> 'Majestic Beauty'	INDIAN HAWTHORNE	1
<i>Salix</i> spp.	WILLOW	1
<i>Schinus polygamus</i>	PERUVIAN PEPPER	1
<i>Syzygium paniculatum</i>	BRUSH CHERRY	1
<i>Tristanopsis laurina</i>	WATER GUM	1
Total Trees	TOTAL TREES	8,933
Vacant Sites	VACANT SITE	4,281
Stump	STUMP	22
Dead Tree	DEAD TREE	14
Total Sites	TOTAL SITES	13,250

APPENDIX #3

**CITY OF MONTEREY PARK
PRICE SCHEDULE
TREE MAINTENANCE SERVICES**

APPENDIX #3

Item	Description	Unit	Unit Price \$
BASIC SERVICES: Basic Tree Trimming/Maintenance Services			
1	Grid Trimming – Scheduled Tree Trimming by Grid; includes removing hazardous limbs and crown raising for sign clearance, street light illumination, and utility vehicles.	EA	\$
2	Computer Database – Tree inventory, use of software & training	LS	No Cost
ADDITIONAL SERVICES – Unscheduled Tree Trimming/Maintenance Services			
3	Clearance Tree Trimming: includes removing hazardous limbs and crown raising for sign clearance, street light illumination, and utility vehicles.	EA	\$
4*	Aesthetic Tree Trimming: includes crown raising, removing all dead or dying limbs, thinning, and shaping.	EA	\$
5	Crown reduction/restoration (i.e., Ficus, Pines & Elms, etc.)	EA	\$
	Palm Tree Trimming		\$
6	Coco palm, any size	EA	\$
7	Washingtonia Palm, any size	EA	\$
8	Canary Island Date Palm, any size	EA	\$
9	Palm Tree Skinning	Linear Foot	\$
10	Tree & Stump Removal	INCH DBH	\$
11	Tree Only Removal	INCH DBH	\$
12	Stump Removal Only	INCH DIA	\$
13	Root Prune	LF	\$
14	Furnish & Plant 15-Gallon Tree with Root Barrier	EA	\$
15	Furnish & Plant 24-Inch Box Tree with Root Barrier	EA	\$
16	Furnish & Plant 36-Inch Box Tree	EA	\$
17	Tree Watering	Day	\$
18	Specialty Equipment Rental with operator (i.e., Crane)	Hour	\$
19	Written Arborist Reports	Tree Site	\$
Emergency Services			
20	3-person crew rental - During Work Hours (7:00 am to 7:00 p.m.) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	HOUR	\$
21	2-person crew rental - During Work Hours (7:00 am to 7:00 p.m.) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	HOUR	\$
22	1-person crew rental - During Work Hours (7:00 am to 7:00 p.m.) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	HOUR	\$
23	Outside Work Hours (7:00 p.m. to 7:00 am) - General Tree Trimming/Removal on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc. <i>Based on per man hour.</i>	HOUR	\$

*Composite rate based on average species sizes

APPENDIX #4

APPENDIX 4 – Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: _____

By: _____

(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

CITY OF COVINA
PRICE SCHEDULE FOR TREE MAINTENANCE SERVICES

EXHIBIT "B"

Item	Description	Unit	Proposed Unit Price
<u>BASIC SERVICES: Basic Tree Trimming/Maintenance Services</u>			
1	Grid Trimming – Scheduled Tree Trimming by Grid; includes removing hazardous limbs and crown raising for sign clearance, street light illumination, and utility vehicles.	EA	\$52.00
2	Computer Database – Tree inventory, use of software and training.	LS	No Cost
<u>ADDITIONAL SERVICES – Unscheduled Tree Trimming/Maintenance Services</u>			
3	Clearance Tree Trimming: includes removing hazardous limbs and crown raising for sign clearance, street light illumination, and utility vehicles.	EA	\$52.00
4	Aesthetic Tree Trimming: includes crown raising, removing all dead or dying limbs, thinning, and shaping.	EA	184.00
5	Crown reduction/restoration (i.e., Ficus, Pines, & Elms, etc.)	EA	\$244.00
<u>Palm Tree Trimming</u>			
6	Coco palm, any size	EA	\$52.00
7	Washingtonia Palm, any size	EA	\$52.00
8	Canary Island Date Palm, any size	EA	\$125.00
9	Palm Tree Skinning	Linear Foot	\$10.00
10	Tree and Stump Removal	Inch DBH	\$28.00
11	Tree Only Removal	Inch DBH	\$18.00
12	Stump Removal Only	Inch DIA	\$10.00
13	Root Prune	LF	\$10.00
14	Furnish & Plant 15-Gallon Tree with Root Barrier	EA	\$254.00
15	Furnish & Plant 24-Inch Box Tree with Root Barrier	EA	\$394.00
16	Furnish & Plant 36-Inch Box Tree	EA	\$994.00
17	Tree Watering	Day	\$554.00
18	Specialty Equipment Rental with Operator (i.e., Crane)	Hour	\$124.00
19	Written Arborist Reports	Tree Site	\$144.00
<u>Emergency Services</u>			
20	<u>3-person crew rental – During Work Hours (7am-7pm)</u> – General Tree Trimming/Maintenance on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Hour	\$210.00
21	<u>2-person crew rental – During Work Hours (7am-7pm)</u> – General Tree Trimming/Maintenance on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Hour	\$140.00
22	<u>1-person crew rental – During Work Hours (7am-7pm)</u> – General Tree Trimming/Maintenance on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc.	Hour	\$70.00
23	<u>Outside Work Hours (7am-7pm)</u> – General Tree Trimming/Maintenance on Streets, Parks or Golf Course. Includes all species, heights, dbh, etc. <i>Based on per man hour.</i>	Hour	\$90.00

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

- MEETING DATE:** June 7, 2016
- TITLE:** First Amendment to Professional Services Agreement with Lilley Planning Group, Inc. for providing planning services.
- PRESENTED BY:** Brian K. Lee, AICP, Director of Community Development
- RECOMMENDATION:**
1. Approve First Amendment to Professional Services Agreement with Lilley Planning Group, Inc.
 2. Authorize the City Manager to execute the amendment to Professional Services Agreement, and to transfer \$25,000 from account 1010-4005-51005 to account 1010-4010-51005 within the FY 15/16 Community Development Department Budget.
-

BACKGROUND

On February 17, 2015, the City Council pre-approved six consultant firms to provide on-call as needed planning and/or environmental services. The purpose is to provide the additional resources for Planning staff to respond to and process development projects in a timely manner. In addition, the City Council authorized the City Manager to execute the agreements in an amount not to exceed \$25,000 on behalf of the City. Lilley Planning Group, Inc., one of the six pre-approved consultants, was assigned to assist Planning staff in processing various planning applications and tasks between July 2015 and January 2016. As the contract reached \$25,000, staff held off on any assignments for Lilley Planning Group, Inc., until staff could assess the volume of development and planning applications activities.

DISCUSSION:

During the past few months, the available personnel resources for the Planning Division have been diminishing. Two part-time employees have left the City for better positions in other cities and the one full-time Planning Aide will be leaving the City for another City by the end of May. The development and planning applications continue to increase. Once again, there is a need for outside resources to assist in processing planning applications and projects and completing housekeeping items such as amendments to update the various sections of the Zoning Code and the Town Center Specific Plan. The new planning assignments to Lilley Planning Group, Inc. will necessitate an amendment to the Professional Services Agreement to increase the contract amount. Staff requests the contract amount with Lilley Planning Group, Inc. be increased from \$25,000 to \$50,000.

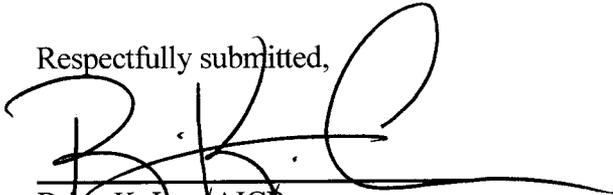
FISCAL IMPACT:

Within FY 15/16 Community Development Department budget, account 1010-4005-51005 contains \$25,000 for historic preservation consulting services. Staff recommends transferring the entire amount to planning consulting services account 1010-4010-51005 to pay for the contract services with Lilley Planning Group, Inc.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act and is exempt per Section 15060 (c). The approval of an amendment to the professional services agreement is an activity that does not meet the definition of a project and will not result in any significant effect on the environment.

Respectfully submitted,



Brian K. Lee, AICP
Director of Community Development

ATTACHMENTS:

Attachment A: First Amendment to Professional Services Agreement

ATTACHMENT A

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COVINA AND LILLEY PLANNING GROUP, INC.**

THIS FIRST AMENDMENT is made and entered into as of June 7, 2016, by and between the City of Covina, a municipal corporation (hereinafter referred to as "City"), and Lilley Planning Group, Inc., a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **FIRST AMENDMENT** is made with the respect to the following facts and purposes:

A. On February 21, 2015, the City and Consultant entered into that certain Professional Services Agreement in the amount of Twenty Five Thousand Dollars (\$25,000) ("Agreement").

B. The parties now desire to increase the compensation amount by Twenty Five Thousand Dollars (\$25,000) for a new total compensation amount of Fifty Thousand Dollars (\$50,000) for additional Planning services.

2. Section 4 of the Agreement entitled "Compensation and Method of Payment" is hereby amended to read as follows:

"4 (a) Compensation and Method of Payment. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Fifty Thousand Dollars (\$50,000) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this **FIRST AMENDMENT** to be executed the day and year first above written.

LILLEY PLANNING GROUP, INC.

CITY OF COVINA

Signature

Don Penman, Interim City Manager

Title

Signature

Title

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

Rate Sheet

Classification/Title and Hourly Rate: Lilley Planning Group will perform consulting services based on the following breakdown of classification and title of hourly rates for key personnel.

Planning

Principal Planner	\$140.00
Project Manager	\$125.00
Senior Planner	\$110.00
Associate Planner	\$90.00
Assistant Planner	\$70.00
Planning Technician	\$55.00

We do not mark up any reimbursable expenses nor have any additional expenses related to travel, mileage or administrative services that we pass on to our clients.

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: June 7, 2016

TITLE: Authorization to Execute Covina Irrigating Company Stock Assignment Instructions 2016/17

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the Interim City Manager to execute the attached Covina Irrigating Company Stock Assignment Instructions 2016/17 form, indicating the City’s intent to keep shares for own use (option 2.).

BACKGROUND:

At the April 19, 2016, City Council Study Session, David De Jesus, President/Chief Executive Officer of Covina Irrigating Company (CIC) provided a rate and water supply update. Specifically, Mr. De Jesus informed the City Council that on March 9, 2016, the CIC of Board of Directors established the 2016-17 rates, including \$495/acre foot (AF) of water and a lease pool rate of \$235/AF. The \$495/AF rate is the same rate that is being charged in the current fiscal year. There is no rate increase for 2016-17.

Subsequently, during the regular City Council meeting on April 19, 2016, the Department of Public Works presented the City’s proposed 2016-17 water supply, as outlined in Table 1 below, and received City Council authorization for the City Manager to assign 359.69 acre feet of Water Production Rights from the City of Covina to CIC for fiscal year 2016-17 and solicit CIC stock leases for 2016-17 from shareholders who leased stock to the City in the current fiscal year in an amount not-to-exceed \$78,490. Both actions are in furtherance of the City’s proposed 2016-17 water supply strategy.

Table 1 – Proposed 2016-17 Water Supply

Item	Shares	Quantity (AF)
City ownership	4,218*	4,218.00
Assignment of City 2016-17 Water Production Rights to CIC		359.69
CIC Lease Pool Allocation (estimated)		420.00
	Subtotal	4,997.69
Lease of CIC Stock from Individual Shareholders (estimated)	334	334.00
	Total	5,331.69

**Includes one share of stock allocated to each of the four Directors representing City of Covina, which are exercised individually by each of the Directors*

The Department of Public Works is seeking to assemble a cost-effective water supply by emphasizing the use of CIC water and minimizing the use of imported water.

DISCUSSION:

The purpose of CIC is to develop, distribute, supply or deliver water for domestic uses to or for the benefit of shareholders, at cost plus necessary expenses, in proportion to the number of shares of stock held by them respectively. The corporation is authorized to issue 10,000 shares of capital stock, all of one class, to be designated as “common stock.” As the owner of 4,218 shares of stock or 42.18% of the corporation’s 10,000 total shares of stock, the City of Covina is the largest shareholder of CIC.

On or before June 30 of each year, the City and other shareholders must inform CIC on how it intends to exercise its stock for the upcoming fiscal year. Completion of the Stock Assignment Instructions 2016/17 form contained in Attachment A is the mechanism by which the City and other shareholders convey this information to CIC.

Given the City’s proposed 2016-17 water supply, as outlined in Table 1, is predicated upon the use of the City’s 4,218 shares of CIC stock and the resulting 4,218 AF of water, the City needs to convey its intent to use its CIC shares by selecting option 2 on the Stock Assignment Instructions 2016/17 form and submit the executed form to CIC prior to the June 30, 2016 submission deadline. It should be noted that while the City owns 4,218 shares of CIC stock, the form addresses only 4,214 shares. One share of stock owned by the City is allocated to each of the four Directors who represent the City on the CIC Board of Directors. Each of the four Directors exercises their one share of stock independently.

FISCAL IMPACT:

By electing to use its 4,218 shares of stock in 2016-17, the City will be able to purchase 4,218 AF of water from CIC in 2016-17 at a cost of \$495/AF and a total cost of \$2,087,910. This action represents a Water Fund savings (cost avoidance) of \$2,075,256, as compared to purchasing water from the Metropolitan Water District of Southern California (MWD) through Three Valleys Municipal Water District (TVMWD) at a 2016-17 cost of \$987/AF.

Sufficient funding for use of the 4,218 shares of CIC stock will be included in the 2016-17 Department of Public Works budget. There is no General Fund impact associated with this transaction.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENT:

Attachment A: Covina Irrigating Company Stock Assignment Instructions 2016/17 Form

COVINA IRRIGATING COMPANY

146 E. College St. P.O. Box 306 Covina, Calif. 91723
(626) 332-1502 (626) 967-5942 Fax

City of Covina
125 E. College St.
Covina, CA 91723

April 11, 2016

Record Holder : Holder of 4214.00 share(s) of stock.
City of Covina

Stock Assignment Instructions 2016/2017

I, as the Record Holder or Trustee of Covina Irrigating Company Stock, for the fiscal year mentioned above, have chosen to place my shares as follows:

1. I would like to place my share(s) in the Lease Pool. Please Check Box
* Lease Pool will be payed out at \$235 per share.

2. I would like to keep my share(s) for my own use. Please Check Box

3. I have leased my share(s) to _____
and you will receive a copy of the Lease Agreement from the above named company, prior to the deadline date listed below.

The following is a list of companies who may be interested in leasing your shares:

Canyon Water Company
City of Covina

NOTE: If this notice or other written instructions with respect to the use of your share(s) has not been received by Covina Irrigating Company prior to the deadline date listed below, your share(s) will automatically be placed in the Lease Pool.

Please complete, sign and return this form **NO LATER THAN JUNE 30, 2016.**
Thank you for your cooperation.

Signature of Record Holder or Trustee

Date

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: June 7, 2016

TITLE: Adopt **Resolution No. 16-7486** amending the fiscal year 2015-2016 Library Services operating budget to expend the California Library Literacy Services (CLLS) ongoing funding to support the development of California Library Literacy Services Programs.

PRESENTED BY: Amy Hall-McGrade, Parks & Recreation and Library Services Director

RECOMMENDATION: Adopt **Resolution No. 16-7486** amending the fiscal year 2015-2016 Library Services operating budget to expend the California Library Literacy Services (CLLS) ongoing funding to support the development of California Library Literacy Services Programs.

BACKGROUND:

The California Library Literacy Services (CLLS), a program of the California State Library increased the grant award in the amount of \$15,372 for the Second Start Literacy Program for FY 2015-2016. The grant's purpose is to provide supplemental funding to support English literacy instruction for adults, which includes Adult Basic Education (ABE).

DISCUSSION:

The Literacy program's current book collection and learning materials need to be updated. The use of \$3,000 will aid in improving the program's resource materials. The remainder of the grant funds will reduce the General Fund allocation in the amount of \$12,372.

FISCAL IMPACT:

Due to the increase in grant funding, the General Fund contribution for this program will be reduced by \$12,372 (depending on the total excess literacy costs incurred through the end of the fiscal year).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Amy Hall-McGrade
Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Resolution No. 16-7486

RESOLUTION NO. 16-7486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO ADOPT RESOLUTION NO. 16-7486 AMENDING THE FISCAL YEAR 2015-2016 LIBRARY SERVICES OPERATING BUDGET TO EXPEND THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) ONGOING FUNDING TO SUPPORT THE DEVELOPMENT OF CALIFORNIA LIBRARY LITERACY SERVICES PROGRAMS.

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was approved on June 23, 2015; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager, amendments (increases/decreases) to the Budget shall be by approval and Resolution of the City Council; and

WHEREAS, the California Library Literacy Services (CLLS), a program of the California State Library approved for an additional award in the amount of \$13,372, bringing the total award for Fiscal Year 2015-16 to \$31,372.

WHEREAS, the Second Start Literacy program will expend an additional \$3,000 for the purchase of books and learning materials.

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

SECTION 1. Amend the fiscal year 2015-2016 Parks & Recreation Department’s Library Services Division operating budget as follows:

Account Number	Account Name	Original Budget	Increase	Revised Budget
28003900-42186	Library Literacy Grant	\$ 16,000	\$ 15,372	\$31,372
28003900-54100	Books	\$ 500	\$ 3,000	\$ 3,500

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and **PASSED** this 7th day of June, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7486 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

THIS PAGE LEFT INTENTIONALLY BLANK



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: June 7, 2016

TITLE: **Resolution No. 16-7487** Accepting an Easement on an Existing Street for Bus Shelter Purposes Associated with the Development of Starbucks at 108 East Arrow Highway

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Adopt **Resolution No. 16-7487** accepting an easement on an existing street for bus shelter purposes associated with the development of Starbucks at 108 East Arrow Highway.

BACKGROUND:

On June 9, 2015, the Planning Commission adopted Resolution No. 2015-012PC approving Conditional Use Permit (CUP) 15-003, and a Site Plan Review (SPR) 15-005 to permit the development of a 1,840 square-foot Starbucks coffee store with a drive-through facility on a 0.51 acre property located at 108 East Arrow Highway. The property is located in the “C-3A Regional or Community Shopping Center” zone (APN: 8406-001-012).

DISCUSSION:

As part of the approval, the proposed project was conditioned to install a bus shelter at the existing bus stop on Citrus Avenue, directly in front of the development. To avoid conflicts with the existing utilities located within the parkway, the footings for the bus shelter were required to be installed closer to the parking lot. This resulted in the roof overhang for the bus shelter to encroach into the private property, and therefore, the applicant is dedicating to the City of Covina an easement for bus shelter purposes for the portion of the bus shelter roof that is within the private property. The proposed dedication is a strip of land (18’ x 4.81’) along the westerly property line of the subject property, as depicted on the site map contained in Attachment B of the Easement Deed (Exhibit B). The property owner and developer have submitted the executed Easement Deed documents to the City for formal acceptance.

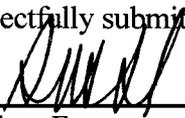
FISCAL IMPACT:

There is no fiscal impact to the City associated with the acceptance of the easement dedication because the dedicated easement area is within the decorative landscape area of the Starbucks coffee store.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

During the review process in 2015, the Planning Commission determined that the proposed project qualified for a Categorical Exemption from environmental review under Section 15303, Class 3(c) of the California Environmental Quality Act (CEQA) Guidelines.

Respectfully submitted,



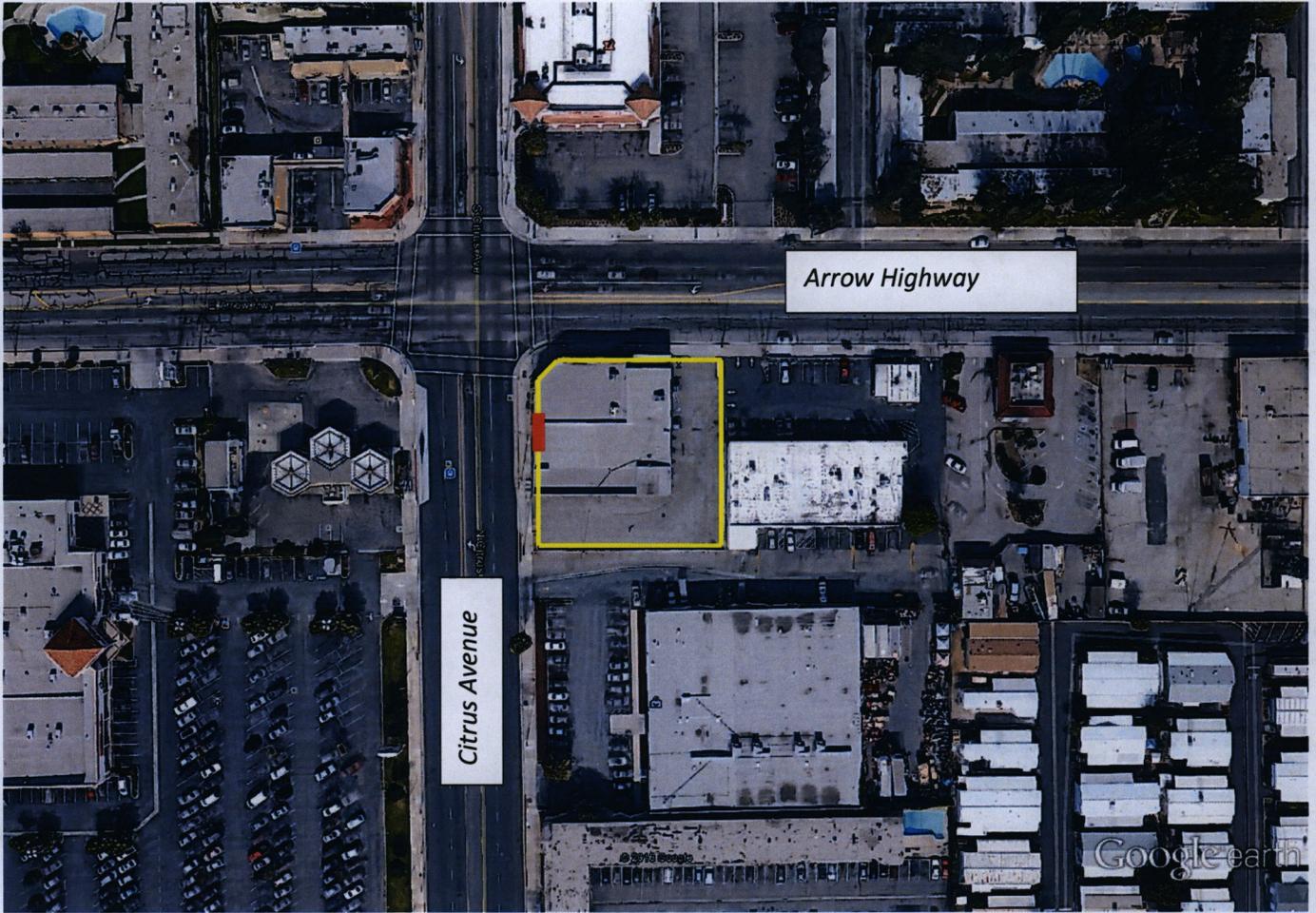
Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Location Map

Attachment B: 108 East Arrow Highway Easement Deed

Attachment C: Resolution No. 16-7487



 DENOTES BUS SHELTER DEDICATION



ATTACHMENT A – LOCATION MAP
108 E. ARROW HIGHWAY

RECORDING REQUESTED BY:
CITY OF COVINA

WHEN RECORDED RETURN TO:
CITY CLERK
CITY OF COVINA
125 EAST COLLEGE STREET
COVINA, CA 91723-2199

Recording fee: Exempt
(Government Code section 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Owner: Roy & Joyce Fowler

<Insert Owner's Name>

Hereby GRANTS to the CITY OF COVINA, a municipal corporation, an easement for BUS SHELTER purposes and all other uses appurtenant thereto (including but not limited to the construction, use, operation, maintenance and repair) in, over, under, and upon the real property located in the City of Covina, County of Los Angeles, State of California described in Exhibit "A" (legal description) and as shown on Exhibit "B" (plat).

See Legal Description and Plat Map attached thereto and by this reference made a part hereof.

Also known as: 108 E Arroyo Hwy, Covina, CA Assessor's Parcel No. 8406-001-012
Address

Roy Fowler
Signature (must be notarized)

**PLEASE SEE
NOTARY ATTACHMENT**

Roy Fowler (OWNER)

Name and Title Printed

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 }

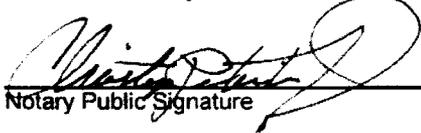
County of San Diego }

On 02.05.16 before me, Christopher Patrick Fugrad Notary Public,
(Here insert name and title of the officer)

personally appeared Roy Fowler
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.

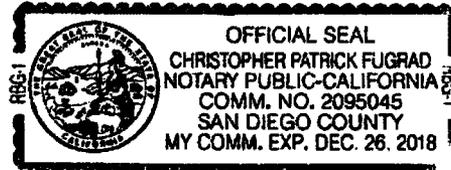
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 02.05.16

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

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.

CITY ACCEPTANCE STATEMENT

This is to certify that the interest in real property conveyed by the within instrument to the City of Covina, California, a municipal corporation, is hereby accepted by order of the City Council on _____ and the grantee consents to the recordation thereof by its duly authorized officer.

Dated:

By:

Sharon F. Clark
Chief Deputy City Clerk

LEGAL DESCRIPTION
EASEMENT DEDICATION - APN 8406-001-012

THAT CERTAIN PORTION OF THE NORTH 180.59 FEET OF THE WEST 200 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12 AS SHOWN ON PARCEL MAP NO. 37093, RECORDED IN BOOK 945 PAGES 8 THROUGH 9 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY:

THENCE SOUTH 00°24'37" EAST 67.20 FEET ALONG THE WESTERLY LINE OF SAID SECTION 12, ALSO BEING THE CENTERLINE OF CITRUS AVENUE:

THENCE NORTH 89°35'23" EAST 50.00 FEET TO THE EASTERLY LINE OF SAID CITRUS AVENUE AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°35'23" EAST 4.81 FEET;

THENCE PARALLEL WITH SAID EASTERLY LINE SOUTH 00°24'37" EAST 18.00 FEET;

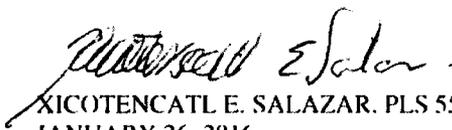
THENCE SOUTH 89°35'23" WEST 4.81 FEET TO SAID EASTERLY LINE:

THENCE NORTH 00°24'37" WEST 18.00 FEET ALONG SAID EASTERLY LINE TO THE **POINT OF BEGINNING**.

CONTAINING 87 SQUARE FEET, MORE OR LESS.

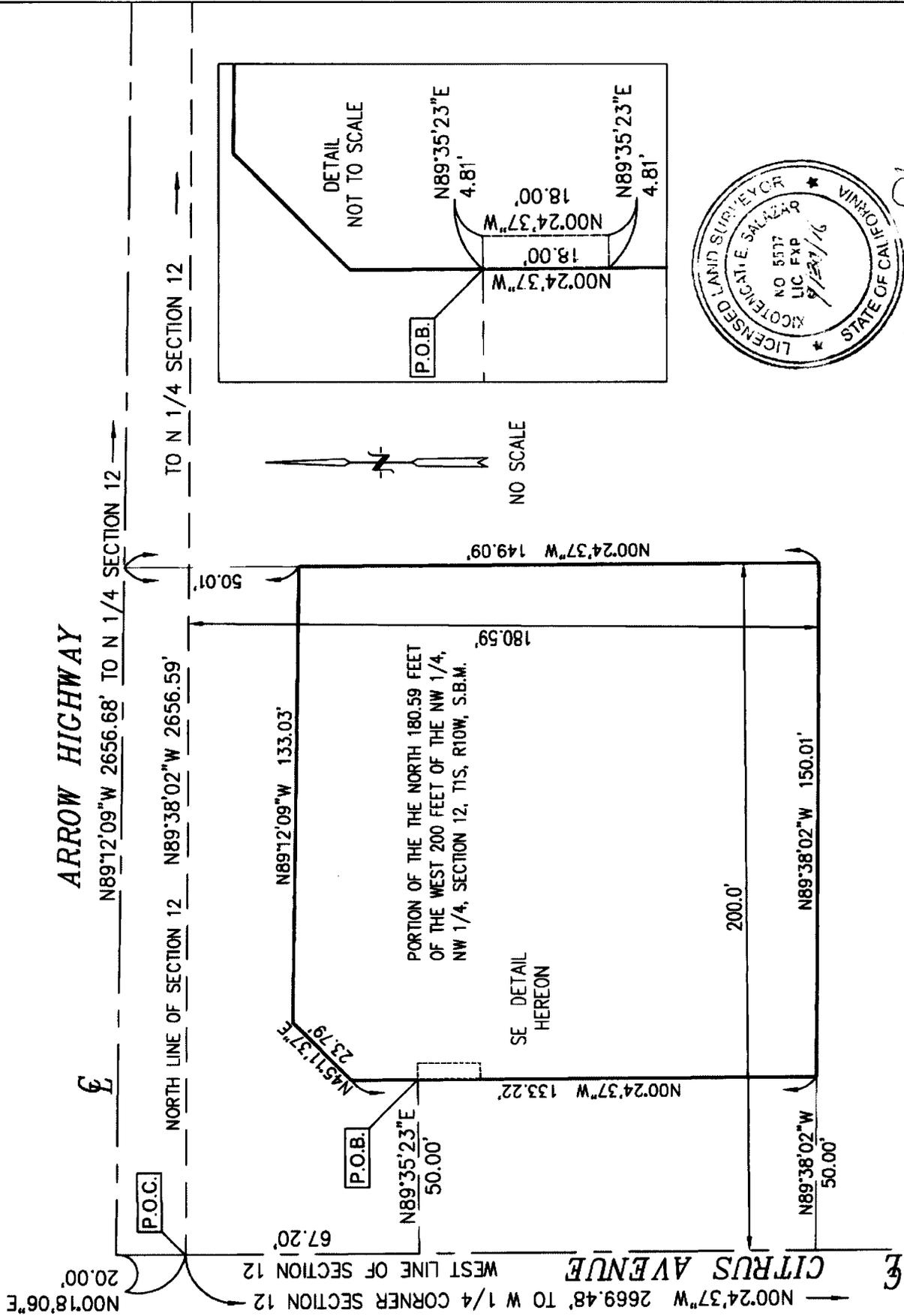
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.


XICOTENCATL E. SALAZAR, PLS 5507
JANUARY 26, 2016
LICENSE EXPIRES 9/30/2016



**EXHIBIT B
TO ACCOMPANY LEGAL DESCRIPTION**



RESOLUTION NO. 16-7487

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ACCEPTING AN EASEMENT ON AN EXISTING STREET FOR BUS SHELTER PURPOSES ASSOCIATED WITH THE DEVELOPMENT OF STARBUCKS AT 108 EAST ARROW HIGHWAY

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, an application was submitted to the City of Covina in order to develop a 1,840 square-foot Starbucks coffee store and drive-through facility on a 0.51 acre property located at 108 E. Arrow Highway within the City of Covina; and

WHEREAS, Conditional Use Permit (CUP) 15-003 and Site Plan Review (SPR) 15-005, for a 1,840 square-foot Starbucks coffee store and drive-through facility on a 0.51 acre property was principally approved by the Planning Commission on June 9, 2015; and

WHEREAS, it has been found that CUP 15-003 and SPR 15-005 conforms to the California Environmental Quality Act (CEQA); and

WHEREAS, CUP 15-003 and SPR 15-005 was conditioned to install a bus shelter at the existing bus stop on Citrus Avenue, directly in front of the development, requiring the dedication of a 18’ by 4.81’ strip of land along the westerly property line of the subject property to the City of Covina for bus shelter purposes; and

WHEREAS, the property owner and developer have submitted the executed easement dedication documents to the City for formal acceptance.

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

SECTION 1. The City Council does hereby find that CUP 15-003 and SPR 15-005 conforms to CEQA.

SECTION 2. The City Council does hereby approve and accept the dedication of an easement for bus shelter purposes of a strip of land (18’ x 4.81’) along the westerly property line of the subject property to the City of Covina for bus shelter purposes located at 108 East Arrow Highway.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and **PASSED** this ___ day of _____, 20__.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7487 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20__, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: June 7, 2016

TITLE: **Resolution No. 16-7488** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget for pool repairs and the purchase of pool equipment

PRESENTED BY: Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager

RECOMMENDATION: Adopt **Resolution No. 16-7488** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget for pool repairs and the purchase of pool equipment

BACKGROUND:

The Parks & Recreation Department operates a 14-week aquatics program beginning in mid-June each year. Thousands of participants take part in swim lessons, recreational swimming, water exercise programs, swim team, and more.

Over the past several months, Parks & Recreation and Public Works staff have been assessing the maintenance and repair needs of the aquatics center and pool equipment to ready the facility for the 2016 season. Several immediate repairs and equipment purchases are necessary prior to the beginning of the season, including the replacement of pool lights, re-anchoring of starting blocks, and replacement of lane lines and storage reels.

DISCUSSION:

The Parks & Recreation Department is working with Caliber Commercial Pools (the current pool maintenance contractor) to address the replacement of pool lights and re-anchoring of starting blocks. This work is scheduled to be completed by June 11.

Bids are being obtained from Lincoln Aquatics, Recreonics, Caliber Commercial Pools, Swim Outlet, and Kiefer for the replacement of lane lines and storage reels. The purchase will be made from the lowest bid, which can meet the delivery time requirements.

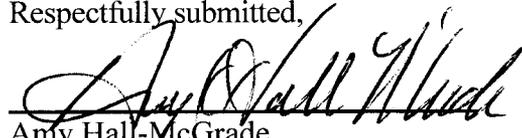
FISCAL IMPACT:

All costs are covered by Proposition A Maintenance and Servicing Funds reimbursement. There is no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hall-McGrade". The signature is written in a cursive style and is positioned above a horizontal line.

Amy Hall-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Budget Resolution 16-7488

RESOLUTION NO. 16-7488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE PARKS & RECREATION DEPARTMENT'S FISCAL YEAR 2015-16 OPERATING BUDGET FOR POOL REPAIRS AND THE PURCHASE OF POOL EQUIPMENT.

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was adopted on June 23, 2015; and

WHEREAS, the budget was approved in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted budget shall be by Resolution of the City Council; and

WHEREAS, certain pool repairs and replacement of pool equipment, including lane lines, reels, starting blocks, and pool lights is necessary prior to the 2016 aquatics season; and

WHEREAS, sufficient funds were received from Proposition A Maintenance and Servicing reimbursement;

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

SECTION 1. Amend the Fiscal Year 2015-16 operating budget as follows:

Account Number	Account Title	Original Budget	Increase	Revised Budget
1010 AQ06 52490	Maintenance-Other Equip.	\$ 3,000	\$ 7,550	\$ 10,550
1010 3700 54990	General Supplies	\$ 600	\$ 7,880	\$ 8,480

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED AND PASSED this 7th day of June, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution **No. 16-7488** was duly adopted by the City Council of the City of Covina at a regular meeting of the City Council held on the 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: June 7, 2016

TITLE: **Resolution No. 16-7489** Accepting the Public Improvements of Tract Map No. 67901, "Citrus Village," Located at 1009 N. Citrus Avenue, and Authorizing the City Engineer to Release Improvement and Monumentation Bonds

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Adopt **Resolution No. 16-7489** accepting the public improvements of Tract Map No. 67901, "Citrus Village," located at 1009 N. Citrus Avenue, and authorizing the City Engineer to release improvement and monumentation bonds.

BACKGROUND:

On August 22, 2006, the developer, CV Urban Land LLC, submitted a Tentative Tract Map (TTM) 67901 to the City of Covina. On February 6, 2007, the City Council conditionally approved General Plan Amendment (GPA) 06-001 Ordinance No. 07-1936, establishing a RD-2000 Planned Community Development (PCD) overlay zone designation, an initial study and mitigated negative declaration, and Tentative Tract Map No. 67901. The project, named "Citrus Village", consisted of the development of 52 residential condominium units in ten buildings with associated drive aisles, parking stalls, and landscaped areas on a 2.44 acre site located at 1009 N. Citrus Avenue.

DISCUSSION:

As part of the conditions of approval of Tract No. 67901, the developer was required to construct certain public improvements, such as street, water, sewer, and storm drain improvements, and utility undergrounding. The estimated cost of the required public improvements was approximately \$955,000. Since the developer had not completed all required public improvements and monumentation at the time of final approval of Tract Map No. 67901 by the City Council on August 20, 2013, the developer entered into an Agreement for the Completion of Public Improvements Parcel/Final Tract Map No. 67901 with the City Council for the timely construction and completion of the public improvements and the setting of monumentation and the furnishing of security for the Tract.

Currently, the City is holding the following security for Tract No. 67901:

Security	Amount
1. Performance Bond No. 0613999	\$955,000
2. Labor and Material Bond No. 0613999	\$955,000
3. Subdivision Warranty Obligation Bond No. 0613999	\$191,000
4. Monument Bond No. 0614000	\$ 20,000

The developer has now completed all required public improvements and monumentation and the City Engineer has determined that the improvements have been installed satisfactorily. Upon final acceptance of the public improvements by the City Council, the City Engineer will release the Performance, Labor and Material, and Monument Bonds. The Subdivision Warranty Obligation Bond will be held for an additional one (1) year period to ensure the repair, replacement, or reconstruction of any defective or otherwise unsatisfactory portion of the public improvements. Upon expiration of the one year period, if no further repairs, replacements, or reconstruction of the public improvements was required, the City Engineer will release the Subdivision Warranty Obligation Bond.

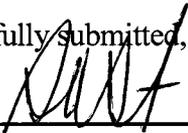
FISCAL IMPACT:

There is a nominal fiscal impact to the City associated with the acceptance of the public improvements for Tract Map No. 67901 since the City will be responsible for the on-going maintenance of the completed public improvements.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

During the review process in 2007, the City Council approved the Initial Study and Mitigated Negative Declaration which also included a Mitigation Reporting and Monitoring Program in compliance with the California Environmental Quality Act (CEQA) Guidelines.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Location Map

Attachment B: Resolution No. 16-7489

Attachment C: Agreement for Completion of Public Improvements Parcel/Final Tract Map No. 67901



ATTACHMENT A – LOCATION MAP
TRACT NO. 67901
1009 N. CITRUS AVENUE

RESOLUTION NO. 16-7489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA APPROVING THE FINAL ACCEPTANCE OF TRACT NO. 67901 PUBLIC IMPROVEMENTS AND MONUMENTATION AND RELEASING SECURITY, "CITRUS VILLAGE," LOCATED AT 1009 N. CITRUS AVENUE

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, the Subdivision Ordinance of the City of Covina is embodied within Title 16 of the Covina Municipal Code; and

WHEREAS, on August 22, 2006, an application was submitted by the developer, CV Urban Land LLC, to the City of Covina in order to construct a 52-unit, residential condominium development on a 2.44 acre property located at 1009 N. Citrus Avenue within the City of Covina; and

WHEREAS, pursuant to the provisions of Chapter 16.08 of the Covina Municipal Code, the City Council approved the Tentative Tract Map on February 6, 2007; and

WHEREAS, during the review process in 2007, the City Council approved the Initial Study and Mitigated Negative Declaration, which also included a Mitigation Reporting and Monitoring Program in compliance with the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, as part of the conditions of approval of Tract No. 67901, the developer was required to construct certain public improvements, such as street, water, sewer, and storm drain improvements, and utility undergrounding; and

WHEREAS, since the developer had not completed all required public improvements and monumentation at the time of final approval of Tract Map no. 67901 by the City Council on August 20, 2013, the developer entered into an Agreement for Completion of Public Improvements Parcel/Final Tract Map No. 67901 with the City Council for the timely construction and completion of the public improvements and monumentation and the furnishing of security for the Tract; and

WHEREAS, the City is holding the following security for Tract No. 67901: Performance Bond no. 0613999 in the amount of \$955,000; Labor and Material Bond No. 0613999 in the amount of \$955,000; Subdivision Warranty Obligation Bond No. 0613999 in the amount of \$191,000; and Monument Bond No. 0614000 in the amount of \$20,000; and

WHEREAS, the City Engineer, in accordance with the provisions of Chapter 16.14 of the Covina Municipal Code, has determined that the developer has completed all of the required public improvements and monumentation satisfactorily.

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

SECTION 1. The City Council does hereby find that Tract No. 67901 conforms to CEQA.

SECTION 2. The City Council does hereby approve and accept the public improvements and monumentation required of Tract No. 67901.

SECTION 3. The City Engineer is hereby authorized to release Performance Bond No. 0613999, Labor and Material Bond No. 0613999, and Monument Bond No. 0614000.

SECTION 4. The City Engineer is hereby authorized to release Subdivision Warranty Obligation Bond No. 0613999 upon expiration of a one (1) year period from the date of this Resolution, if no further repairs, replacements, or reconstruction of the public improvements are required.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED AND PASSED this __ day of ____, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7489 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20__, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

2

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:



CITY OF COVINA
125 E. College Street
Covina, CA 91723
ATTN: City Clerk

6'

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 27383

CITY OF COVINA, CALIFORNIA

By: Catherine Lacroix, Deputy
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/FINAL TRACT MAP NO. 67901

between

THE CITY OF COVINA

a California municipal corporation

and

CV URBAN LAND

a Delaware Limited Liability Company

3

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/FINAL TRACT MAP NO. 67901**

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 20th day of August 2013, by and between the City of Covina, a California municipal corporation ("City") and CV Urban Land, LLC, a Delaware Limited Liability Company, with its principal office located at 1900 Quail Street, Newport Beach, California 92660 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On August 22, 2006, Developer submitted to City an application for approval of a tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The tentative tract map was prepared on behalf of Developer by Development Resource Consultants, Incorporated and is identified in City records as Parcel/Tract Map No. 67901 (the "Tract").

B. Developer's application for the Tract was deemed complete on August 28, 2006. On February 7, 2007, the Covina City Council conditionally approved Developer's application for the Tract.

C. Developer has not completed all of the work or made all of the public improvements required by Covina's Municipal Code Chapters 16.14 and 16.30, the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for the Tract, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

D. Pursuant to Covina Municipal Code Section 16.14.040 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the Public Works Director and City Attorney, for the Tract.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Tract.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied:

- (a) Developer provides City with security of the type and in the amounts required by this Agreement;
- (b) Developer executes and records this Agreement in the Recorder's Office of the County of Los Angeles;
- (c) the City Council of the City ("City Council") approves the final map for the Tract; and
- (d) Developer records the final map in the Recorder's Office of the County of Los Angeles.

If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Tract.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Tract, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B", which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the Public Works Director and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in

5

any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the Public Works Director, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the Public Works Director, or his or her designee. Approval by the Public Works Director shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Use of Public Improvements Prior to City's Acceptance. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the

Developer at all times prior to City's acceptance of the Public Improvements. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

3.0 Maintenance of Public Improvements and Landscaping. Developer shall maintain all the Public Improvements in a state of good repair until all the following conditions are satisfied: (1) such Public Improvements are completed by Developer; (2) such Public Improvements are approved and accepted by the City; and (3) the security for the performance of this Agreement is released. The warranty time period that pertains to Developer's maintenance of the Public Improvements and landscaping is set forth in Section 12.0 of this Agreement. Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. Otherwise, City shall not be responsible or liable for the maintenance or care of the Public Improvements, nor will the City exercise any control over such Public Improvements, until after the applicable warranty period expires and the City accepts them.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months of the date on which the City make a written request to Developer to commence construction of such Public Improvements.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the

7

Public Works Director with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Tract in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default: Notice: Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer

shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the Public Works Director, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in

accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If the Tract was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. If the Tract was approved and recorded as a multiple-phased map, City shall not accept any one or more of the improvements until all of the Public Improvements for all phases are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the Public Works Director for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and approval by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, and shall sweep the streets within the Property and shall maintain all landscaping within the Property, all in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the Public Works Director. All maintenance, repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as

set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Nine Hundred Fifty-Five thousand Dollars (\$955,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the Public Works Director, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Nine Hundred Fifty-Five thousand Dollars (\$955,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the Public Works Director after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Subdivision Warranty Bond. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by the Director of Public Works against any defective work or labor done or defective materials furnished in the amount of 20% of the estimated cost of construction of the Public Improvements.

13.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the Public Works Director and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and

incorporated herein by this reference.

14.0 Monument Security. Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall provide City a Monument bond in the amount of Twenty Thousand Dollars (\$20,000.00), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the Public Works Director. Said Monument bond may be released by written authorization of the Public Works Director after all required Subdivision Monuments are accepted by the Public Works Director, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Tract.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation SB 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of

that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Tract, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and

solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Covina
125 E. College Street
Covina, CA 91723

Attn: Engineering Section
(626) 384-5490
(626) 384-5479 Fax

DEVELOPER:

CV Urban Land, LLC
1900 Quail Street
Newport Beach, CA 92660

Attn: Joe Oftelie
(562) 258-7555
(949) 200-8070 Fax

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. Said written consent shall not be unreasonably withheld.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

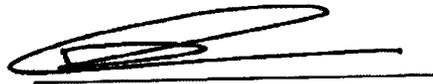
20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

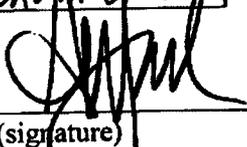
**SIGNATURE PAGE TO
SUBDIVISION IMPROVEMENT AGREEMENT
PARCEL/TRACT NO. 67901**

CITY OF COVINA
a California municipal corporation

[LV URBAN LAND]
a [DELAWARE LLC]

By: 

City Manager
City of Covina

By: 

(signature)

Its: HOMEBUILDING PRESIDENT

Dated: August 21, 2013

Dated: 1-22, 2013

ATTEST:

By: 

(signature)

By: _____
(signature)

Catherine M. Lacroix, Deputy
City Clerk
City of Covina

Its: _____
Dated: _____, 20__

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER -RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

STATE OF CALIFORNIA
COUNTY OF Orange)

18

On January 22, 2013
before me, Michelle Bohannon - Notary Public
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Herb Gardner
Name 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.



Michelle Bohannon
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
President
Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Agreement For Completion of Public Improvements
Title or Type of Document

15
Number Of Pages

N/A
Date Of Document

N/A
Signer(s) Other Than Named Above

19

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 67901

LEGAL DESCRIPTION

Real property in the City of Covina, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THOSE PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF CITRUS AVENUE, 33 FEET WIDE DISTANT SOUTH 0°14'15" EAST ALONG SAID CENTER LINE 357.90 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF COVINA BOULEVARD, 40 FEET WIDE, AS SAID AVENUE AND BOULEVARD ARE SHOWN ON THE MAP OF TRACT NO. 19825, RECORDED IN BOOK 503 PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89°54'37" WEST ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, RECORDED ON OCTOBER 27, 1950 AS INSTRUMENT NO. 2550 IN BOOK 34671 PAGE 399 OFFICIAL RECORDS OF SAID COUNTY AND THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE, A DISTANCE OF 175 FEET TO THE NORTHWESTERLY CORNER OF SAID LAND OF THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, SAID NORTHWESTERLY CORNER BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°54'37" WEST, ALONG THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE, A DISTANCE OF 198.74 FEET; MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LOT 9 OF SAID TRACT NO. 19825; THENCE SOUTH 00°9'35" EAST ALONG THE EASTERLY LINE OF LOTS 9, 10, 11, 12 AND 13 OF SAID TRACT NO. 19825, A DISTANCE OF 306.38 FEET TO THE NORTHEASTERLY CORNER OF LOT 14 OF SAID TRACT NO. 19825; THENCE SOUTH 17°30'52" EAST ALONG THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 33.54 FEET TO THE NORTHWESTERLY CORNER OF LOT 17 OF SAID TRACT NO. 19825; THENCE NORTH 89°57'50" EAST ALONG THE NORTHERLY LINE OF LOTS 17, 18, 19, 20 AND 21 OF SAID TRACT NO. 19825, A DISTANCE OF 314.17 FEET, MORE OR LESS TO A LINE PARALLEL WITH AND DISTANT WESTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF CITRUS AVENUE; THENCE NORTH 0°14'15" WEST ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID HEREINABOVE MENTIONED LAND OF THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA; THENCE ALONG THE BOUNDARY LINE OF SAID LAST MENTIONED LAND AS FOLLOWS: SOUTH 89°54'37" WEST 125.00 FEET AND NORTH 0°14'15" WEST 70.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBDIVISION IMPROVEMENT AGREEMENT
(Updated: October, 2012)

65002.00002\7631985.1

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICE PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF CITRUS AVENUE, 33 FEET WIDE, DISTANT SOUTH 0°14'15" EAST ALONG SAID CENTER LINE 357.90 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF COVINA BOULEVARD, 40 FEET WIDE, AS SAID AVENUE AND BOULEVARD ARE SHOWN IN THE MAP OF TRACT NO. 19825, RECORDED IN BOOK 503 PAGES 1 AND 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89°54'37" WEST ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, RECORDED ON OCTOBER 27, 1950 AS INSTRUMENT NO. 2550 IN BOOK 34671 PAGE 399 OFFICIAL RECORDS OF SAID COUNTY AND THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE TO A POINT IN A LINE PARALLEL WITH AND DISTANT WESTERLY 50.00 FEET, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF CITRUS AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE BOUNDARY LINE OF SAID LAND OF THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA AS FOLLOWS:

SOUTH 89°54'37" WEST 125.00 FEET, NORTH 0°14'15" EAST 70.00 FEET AND NORTH 89°54'37" EAST 125.00 FEET TO SAID HEREINABOVE MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE, NORTH 0°14'15" WEST 70.00 FEET TO THE TRUE POINT OF BEGINNING.
 APN: 8421-025-017 and 8421-025-018 and 8421-025-020

21

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 67901

1. Street Improvements:

- a. Remove and replace all concrete sidewalks, curb and gutter along all street frontages of project.
- b. Remove and replace two driveway approaches per City standard.
- c. Construct ADA compliant wheelchair ramps at proposed approaches.
- d. Install three (3) Southern California Edison Company-owned and maintained marbelite street light poles along Citrus Avenue. The new streetlights shall have underground conduits/wiring and 16,000 lumens HPSV light. This installation shall include removal of existing overhead fed metal pole street lights, preparation of any needed street light system plans, and payments of street light plan checking fees.
- e. Remove the existing palm trees (2) and street trees conflicting with the proposed improvements. Trees planted by the development must be located on and irrigated by the development site.

2. All utilities serving this development shall be placed underground, including utilities on wooden poles along Citrus Avenue within the development area. This includes the removal of exiting telephone utility poles along Citrus Avenue (4 wood poles), underground telephone cables, and other utilities on poles.

3. A private sewer system shall be constructed to serve the site and said system shall connect to the city's sanitary sewer system for conveyance of the project's sewage to an approved treatment facility.

4. A public water system shall be constructed to serve the site including potable water service, connections, main lines, isolation valves and fire hydrants. The water system shall comply with the requirements of the City of Azusa and the Los Angeles Fire Department.

5. In addition to the above, all public improvements, including but not limited to Fire Department accesses, drive aisles, parking facilities, lighting, and drainage facilities as depicted upon the approved map and appurtenant public improvement plans shall be constructed in a professional and workmanlike manner and to the city's approval.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 67901

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$955,000.00

Attorney-in-fact:
Surety:
Address
City:

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$955,000.00

Attorney-in-fact:
Surety:
Address
City:

SUBDIVISION WARRANTY OBLIGATION BOND: \$191,000.00

Attorney-in-fact:
Surety:
Address
City:

MONUMENT BOND: \$20,000.00

Attorney-in-fact:
Surety:
Address
City:

23

BOND NO. 0613999
INITIAL PREMIUM: \$14,325.00
SUBJECT TO RENEWAL

CITY OF COVINA

PARCEL/TRACT MAP NO. 67901 IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Covina, California ("City") and City Ventures Homebuilding, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 67901 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated August 20, 2013, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and International Fidelity Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Nine Hundred Fifty Five Thousand and no/100 Dollars (\$955,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and

24

performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

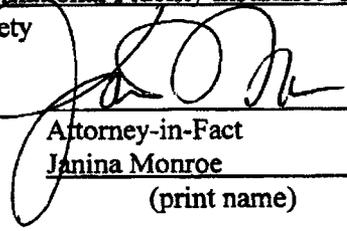
IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 25th day of January, 2013.

City Ventures Homebuilding, LLC
A Delaware limited liability company
Principal

By: 

President CFO
SCOTT HOMAN
(print name)

International Fidelity Insurance Company
Surety

By: 

Attorney-in-Fact
Janina Monroe
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

25

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
 County of Orange
 On 1/28/13 before me, Michelle Bohannon - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Scott Homan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal
 Signature: Michelle Bohannon
Signature of Notary Public

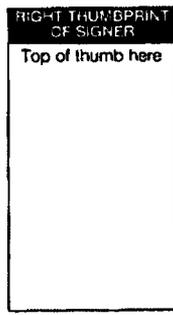
Place Notary Seal Above

OPTIONAL

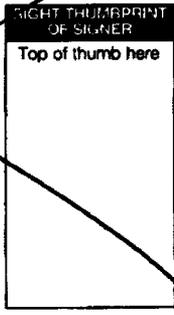
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
 Title or Type of Document: Performance Bond # 0613999
 Document Date: N/A Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
 Signer's Name: Scott Homan
 Corporate Officer — Title(s): CO
 Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____~~



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

26

STATE OF CALIFORNIA

County of Orange }

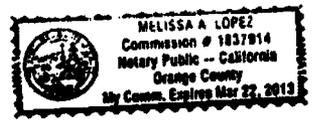
On January 25, 2019 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
Name(s) of Signer(s)

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

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

Witness my hand and official seal.
Signature Melissa Lopez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

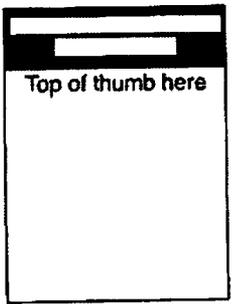
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

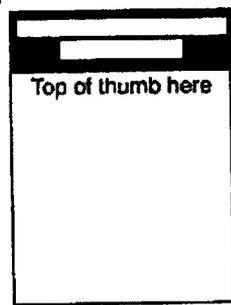
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

BOND NO. 0613999
INITIAL PREMIUM: Premium Included in
Cost of Performance bond.
SUBJECT TO RENEWAL

CITY OF COVINA
PARCEL/TRACT MAP NO. 67901 IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Covina, California ("City") and City Ventures Homebuilding, LLC, a Delaware limited liability company ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 67901 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated August 20, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and International Fidelity Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or

28

machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Nine Hundred Fifty Five Thousand and no/100 Dollars (\$955,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 25th day of January, 2013.

City Ventures Homebuilding, LLC
a Delaware limited liability company
Principal

By:



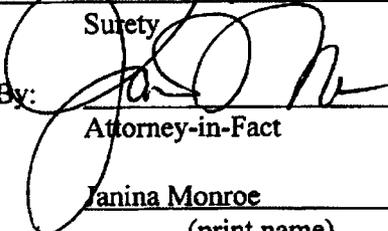
President CFO

Scott Homan

(print name)

International Fidelity Insurance Company
Surety

By:



Attorney-in-Fact

Janina Monroe

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

State of California
 County of Orange }
 On 1/28/13 before me, Michelle Bohannon - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Scott Homan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Michelle Bohannon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

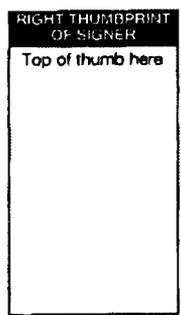
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
 Title or Type of Document: Labour + Maternal Bond # 0613999
 Document Date: N/A Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
 Signer's Name: Scott Homan
 Corporate Officer - Title(s): CEO

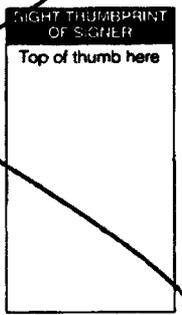
- Individual
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

~~Signer's Name: _____
 Corporate Officer - Title(s): _____~~

- ~~Individual~~
- ~~Partner - Limited General~~
- ~~Attorney in Fact~~
- ~~Trustee~~
- ~~Guardian or Conservator~~
- ~~Other: _____~~



~~Signer Is Representing: _____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On January 25, 2013 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
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.



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Melissa Lopez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

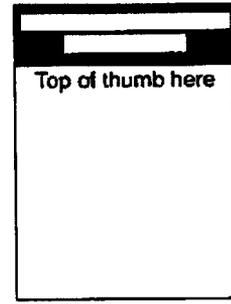
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing:

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TIMOTHY J. NOONAN, JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE, JEREMY YEUNG

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Handwritten Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Handwritten Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY 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 By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, 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 set my hand this 25 day of January, 2013

[Handwritten Signature]
Assistant Secretary

BOND NO. 0613999
INITIAL PREMIUM: Included in cost of
Performance bond.
SUBJECT TO RENEWAL

CITY OF COVINA

PARCEL/TRACT MAP NO. 67901 IMPROVEMENTS

SUBDIVISION WARRANTY OBLIGATION BOND

WHEREAS, the City of Covina, State of California, and City Ventures Homebuilding, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated August 20, 2013 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to warrant and guarantee the installation and maintenance of certain designated public improvements; and

WHEREAS, under the terms of the Agreement, Principal is required to file a good and sufficient payment bond with the City of Covina to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Covina in the sum of One Hundred Ninety One Thousand and no/100 Dollars (\$191,000.00) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the installation and maintenance of the public improvements required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Covina, its officials, officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligations secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City of Covina in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgment upon this bond.

34

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 25th day of January, 2013.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 25th day of January, 2013.

City Ventures Homebuilding, LLC
a Delaware limited liability company
Principal

By:



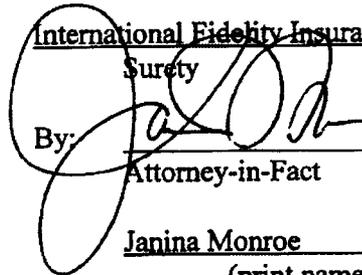
President CFO

Scott Homan

(print name)

International Fidelity Insurance Company
Surety

By:



Attorney-in-Fact

Janina Monroe

(print name)

NOTE:

APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

35

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 1/28/13 before me, Michelle Bohannon - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Scott Homan

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Michelle Bohannon

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Warranty Delegation Bond

Document Date: N/A

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott Homan

Signer's Name: _____

Corporate Officer - Title(s): CEO

Corporate Officer - Title(s): _____

- Individual
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

- Individual
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On January 25, 2013 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Melissa Lopez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

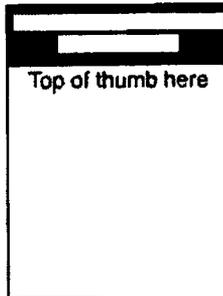
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

31

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TIMOTHY J. NOONAN, JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE, JEREMY YEUNG

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY 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 By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, 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 set my hand this 25 day of January, 2013.

Assistant Secretary

37

BOND NO. 0614000
INITIAL PREMIUM: \$300.00
SUBJECT TO RENEWAL

CITY OF COVINA

PARCEL/TRACT MAP NO. 67901 IMPROVEMENTS

MONUMENT BOND

WHEREAS, the City of Covina, State of California, and City Ventures Homebuilding, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated August 20, 2013 (the "Agreement") which is incorporated herein by reference, in which Principal has agreed to warrant and guarantee the installation by engineer or surveyor, the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"); and

WHEREAS, under the terms of the Agreement, Principal is required to file a good and sufficient payment bond with the City of Covina to secure the performance of its warranty and guarantee obligation under the Agreement.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Covina in the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) to secure the warranty and guarantee of Principal against any defective work or labor or material furnished in connection with the monument installation, the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments") and required by the Agreement.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Covina, its officials, officers, agents and employees until all warranty or guarantee time periods required under the Agreement following performance of all terms, covenants, provisions and conditions of the Agreement, and any agreed upon alterations or additions thereto have expired as to the Principal, its heirs, executors, administrators, successors or assigns. Upon fulfillment of the obligations set forth in the Agreement as specified above, this obligation bond shall become null and void.

As part of the obligations secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable attorney's fees, incurred

12

by the City of Covina in successfully enforcing this obligation, as may be awarded by a court of competent jurisdiction in any judgment upon this bond.

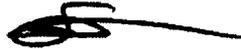
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this 25th day of January, 2013.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 25th day of January, 2013.

City Ventures Homebuilding, LLC
a Delaware limited liability company
Principal

By:



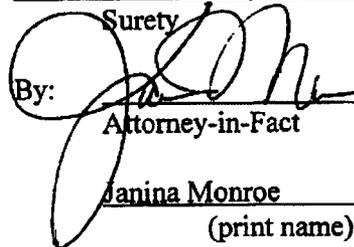
President CFO

Scott Homan

(print name)

International Fidelity Insurance Company
Surety

By:



Attorney-in-Fact

Janina Monroe

(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1188

State of California
 County of Orange
 On 1/28/13 before me, Michelle Bohannon - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Scott Homan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Michelle Bohannon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

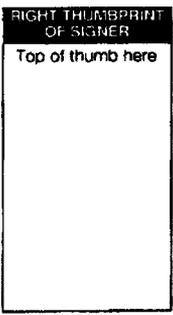
Title or Type of Document: Monument Bond # 0614000
 Document Date: N/A Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott Homan
 Corporate Officer - Title(s): CEO

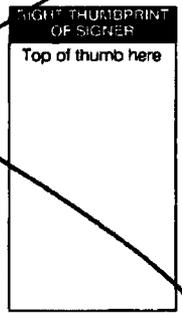
- Individual
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____

- Individual
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

41

STATE OF CALIFORNIA

County of Orange }

On January 25, 2013 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Melissa Lopez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

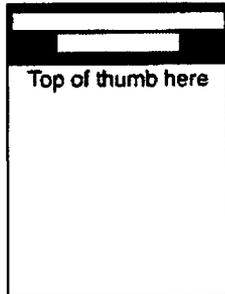
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

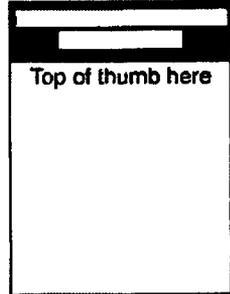
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

42

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

TIMOTHY J. NOONAN, JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE, JEREMY YEUNG

Los Angeles, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY 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 By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, 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 set my hand this 25 day of January, 2013

Assistant Secretary

This page is part of your document - DO NOT DISCARD

20131358271



Pages:
0042

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/18/13 AT 08:40AM

13 SEP 30 11 2:46
COUNTY OF LOS ANGELES

FEE:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00



LEADSHEET



201309180090028

00008291767



005765952

SEQ:
01

DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 11

MEETING DATE: June 7, 2016

TITLE: Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 – Approval of Change Order No. 3 and Final Acceptance and Filing Notice of Completion

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Approve Change Order No. 3 for additional work related to unforeseen conditions due to an unmarked utility concrete structure, increasing the contract cost with Palp, Incorporated dba Excel Paving Company by \$3,157.84;
- 2) Adopt Resolution No. 16-7490 appropriating \$3,157.84 in available Measure R Fund balance to the fiscal year 2015-16 budget and allocating the funds to the Intersection of Workman Street and Hollenbeck Avenue – Project T-1407 (account no. 4300-2200-55200-T1407);
- 3) Accept the work performed by Palp, Incorporated dba Excel Paving Company for the amount of \$339,101.74; and
- 4) Authorize the City Clerk to file a Notice of Completion for Public Works Project No. T-1407.

BACKGROUND:

The improvements at the Intersection of Workman Street and Hollenbeck Avenue (Project T-1407) consists of modifications to the traffic signal at the intersection of Workman Street and Hollenbeck Avenue, resurfacing with asphalt rubber overlay, and traffic striping of:

- Workman Street and Hollenbeck Avenue intersection;
- Workman Street from 150 east of Hollenbeck Avenue to 150 feet west of Hollenbeck Avenue; and
- Hollenbeck Avenue from 200 feet north of Workman Street to 300 feet south of Workman Street.

The Department of Public Works prepared plans and specifications for this project. In compliance with Covina Municipal Code Section 2.20.100, bids were requested and received. The project was advertised in the San Gabriel Valley Examiner on April 30 and May 7, 2015. In addition, the Notice Inviting Bids was published on CIPlist.com and multiple bid project websites.

On July 7, 2015, the City Council awarded the bid for the improvements at the intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407, to Palp, Incorporated dba Excel Paving Company in the amount of \$226,214.00 and authorized the City Manager, or her designee, to approve change orders up to \$22,621.00 (10% of construction contract value) for a cumulative project cost not to exceed \$248,835.00.

On September 1, 2015, the City Council adopted Resolution No. 15-7386 appropriating \$22,621.00 in available Proposition C Fund balance to the fiscal year 2015-16 budget and allocating the funds to the Intersection of Workman Street and Hollenbeck Avenue – Project T-1407 for contract administration and construction inspection services provided by RKA Consulting Group pursuant to Exhibit A (Scope of Services), Section 1 (General and Project Management), Section 4 (Construction Inspection), and Section 6 (Federally Funded Projects) of the Professional Services Agreement between the City of Covina and RKA Consulting Group approved by the City Council on September 1, 2015.

On May 3, 2016, and in furtherance of the City Council’s 2016 strategic goals to maintain and improve Covina’s infrastructure, the City Council approved Change Order No. 2, which extended the paving limits on Workman Street and Hollenbeck Avenue to the westerly and southerly City limits respectively, as part of the improvements at the intersection of Workman Street and Hollenbeck Avenue project, at a cost of \$94,449.69. As depicted in the location map (Attachment A), this action extended the paving limits as follows:

- Workman Street: approximately 1,150 linear feet (LF)
- Hollenbeck Avenue: approximately 300 LF

Earlier in the project, an existing cross-gutter was discovered below the top layer of asphalt. The cross-gutter had to be removed because it would have been in conflict with the cold plane and overlay portion of the project. This additional work, Change Order No. 1, in the amount of \$15,280.21 was also approved by the City Council on May 3, 2016, resulting in the cumulative addition of \$109,729.90 to the project budget at that time.

Change Order No. 1	Removal of existing concrete cross-gutter in the amount of 1,213 square feet (SF) and backfill with asphalt base material to a depth of approximately eight feet (61.18 tons of material) and removal of additional concrete sidewalk panels (100 SF) for ADA compliance.	\$15,280.21
Change Order No. 2	Cold plane and installation of asphalt rubber overlay of approximately 1,150 LF on Workman Street and 300 LF on Hollenbeck Avenue to the westerly and southerly City limits respectively, plus manhole/valve box adjustments.	\$94,449.69
Total		\$109,729.90

On February 17, 2016, the City Engineer issued the Notice to Proceed for the project notifying the contractor to commence work on the referenced contract on or before February 22, 2016, with a completion date of April 20, 2016. The contractor substantially completed the project on May 11, 2016 and completed punch list items during the week of May 20, 2016.

DISCUSSION:

The project required an additional change order (Change Order No. 3) during the traffic signal modification portion of the project. As of May 23, 2016, the City Engineer has reviewed and approved the following change order for completeness and accuracy as to the materials and labor included:

- Change Order No. 3: Additional work due to unforeseen conditions related to an unmarked utility concrete structure at the southwest corner of the intersection that required the new traffic signal conduit to be rerouted to avoid conflicts. The change in contract cost due to Change Order No. 3 increased the contract amount by \$3,157.84.

A supplemental appropriation of \$3,157.84 in Measure R funds is necessary at this time for Change Order No. 3.

FISCAL IMPACT:

The fiscal impact of Change Order No. 3 is \$3,157.84. An appropriation of \$3,157.84 in available Measure R Fund balance to the fiscal year 2015-16 budget and allocating the funds to the Intersection of Workman Street and Hollenbeck Avenue – Project T-1407 (account no. 4300-2200-55200-T1407) is necessary at this time. The Los Angeles County Metropolitan Transportation Authority (Metro) has approved the use of available Measure R Fund balance for the additional work associated with Change Order No. 3. The following table presents a summary of available sources of funds for the project:

Measure R Fund Balance – initial appropriation (2410-0000-33000)	\$248,835.00
Proposition C Fund – Resolution No. 15-7386 (2405-0000-33000)	\$22,621.00
Measure R Fund Balance – Resolution No. 16-7482	\$87,108.90
Measure R Fund Balance – Resolution No. 16-7490	\$3,157.84
Total Sources	\$361,722.74

The total project cost is \$361,722.74, as outlined below in the final project summary:

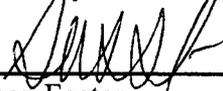
Base Bid (Palp, Inc. dba Excel Paving Company)	\$226,214.00
Contingency Allowance (including Change Order No. 1 of \$15,280.21)	\$22,621.00
Change Order No. 2 (net of CO No. 2 value less remaining contingency allowance)	\$87,108.90
Change Order No. 3	\$3,157.84
Contract Administration/Inspection (RKA Consulting Group)	\$22,621.00
Total Sources	\$361,722.74

Change Order No. 3 has no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



 Siobhan Foster
 Director of Public Works

ATTACHMENTS:

- Attachment A: Location Map
- Attachment B: Change Order No. 3
- Attachment C: Resolution No. 16-7490
- Attachment D: Notice of Completion

Workman/Hollenbeck Paving Limits



-  Current paving limit
-  New paving limit





CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT
Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 03

DATE: May 23, 2016
PROJECT NO. T-1407
CONTRACT: Workman Street & Hollenbeck Avenue Traffic Signal Project
CONTRACTOR: Palp, Inc. DBA Excel Paving Company
CONTRACTOR NO.: 688659

.....
.....
This change order includes all labor, equipment and material for unforeseen conditions due to an unmarked utility concrete structure and to reroute conduit to avoid conflict per work completed on March 11, 2016.

- 1. Additional work due to unforeseen conditions: Total increase = \$3,157.84
- 2. Time Extension: 0 days.
- 3. Change in contract cost: Increase of \$ 3,157.84

.....
Submitted by *Orlando J. Garcia* Date 5/23/16
Title: City Engineer

Accepted by: _____ Date _____
Title: Contractor, Palp, Inc. DBA Excel Paving Company

Approved by: _____ Date _____
Title: Interim City Manager

RESOLUTION NO. 16-7490

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-16 TRANSPORTATION CAPITAL PROJECT FUND BUDGET TO REFLECT AN APPROPRIATION OF \$3,157.84 FROM AVAILABLE MEASURE R FUND BALANCE TO TRANSPORTATION CAPITAL PROJECT FUND EXPENDITURE ACCOUNT FOR IMPROVEMENTS AT THE INTERSECTION OF WORKMAN STREET AND HOLLENBECK AVENUE – PROJECT T-1407 (ACCOUNT NO. 4300-2200-55200-T1407)

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”); and

WHEREAS, the budget of the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was approved on June 23, 2015; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted budget shall be by approval and Resolution of the City Council; and

WHEREAS, on July 7, 2015, the City Council awarded the bid for the Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 in the amount of \$226,214 with a 10% contingency in the amount of \$22,621 for a cumulative project construction cost of \$248,835 and adopted Resolution No. 15-7367, amending the fiscal year 2015-16 Transportation Capital Project Fund budget to reflect an appropriation of \$248,835 from available Measure R Fund balance (account no. 2410-0000-33000) to the Transportation Capital Project Fund expenditure account (account no. 4300-2200-55200-T1407); and

WHEREAS, on September 1, 2015, the City Council adopted Resolution No. 15-7386, amending fiscal year 2015-16 Transportation Capital Project Fund budget to reflect an appropriation of \$22,621 from available Proposition C Fund balance (account no. 2405-0000-33000) to Transportation Capital Project Fund expenditure account for contract administration and construction inspection services for Improvements at the Intersection of Workman Street and Hollenbeck Avenue (account no. 4300-2200-55200-T1407); and

WHEREAS, on May 3, 2016, the City Council adopted Resolution No. 16-7482, appropriating \$87,108.90 in available Measure R Fund balance to the fiscal year 2015-16 budget and allocating the funds to the Intersection of Workman Street and Hollenbeck Avenue – Project T-1407 (account no. 4300-2200-55200-T1407);and

WHEREAS, the Department of Public Works proposes to increase the scope and project limits for Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 through Change Order No. 3 at a cost of \$3,157.84; and

WHEREAS, the City of Covina wishes to allocate funds to increase the contingency in an amount of \$3,157.84 from \$109,729.90 to \$112,887.74 to fund Change Order No. 3.

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

SECTION 1. Amend the fiscal year 2015-16 Transportation Capital Project Fund budget as follows: Appropriate \$3,157.84 from available Measure R Fund balance (account no. 2410-0000-33000) to Transportation Capital Project Fund expenditure account for Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407 (account no. 4300-2200-55200-T1407).

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this ___ day of _____, 20__.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7490 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20 __, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

NAME City of Covina
STREET ADDRESS 125 E College Street
CITY Covina
STATE CA
ZIP CODE 91723

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is The City of Covina
3. The full address of the owner is 125 E College Street, Covina, CA 91723
4. The nature of the interest or estate of the owner is: In fee.

(If other than Fee, strike "in fee" and insert, for example, "purchaser under contract of purchase", or "Lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and full addresses of all the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: April 20, 2016. The work done was: Improvements at the Intersection of Workman Street And Hollenbeck Avenue; Project No. T-1407

8. The names of the contractor, if any, for such work improvement was:

Palp, Inc. DBA Excel Paving Company

July 7, 2015

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed in the City of: Covina
County of Los Angeles, State of CA, and is described as follows: Project Description

10. The street address of said property is None

(If no street address has been officially signed, insert "None".)

Dated _____

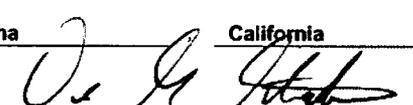
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Engineer The declarant of the foregoing Notice of Completion;
(President of, Manager of, Partner of, Owner of)

I have read said Notice of Completion and know the contents thereof, the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2016 at Covina California


(Personal signature of the individual of the individual who is swearing that the contents of the Notice of Completion are true.)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

Notice of completion must be filed for record **WITHIN 10 DAYS** after the completion of the work of improvements (to be computed exclusive of the day of completion) as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If ownership is in two or more person as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county, and state.

As to paragraphs 7 and 8, this form should only be used where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvements is made pursuant to two or more original contracts, then this form must be modified as follows: (1) strike the words "A work of improvement" from paragraph 7 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundation for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 8.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g. on so-called "owner-builder jobs."

In paragraph 9, insert the full legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 12

MEETING DATE: June 7, 2016

TITLE: Emergency Drainage Improvements at Wingate Park, Project No. D-1203, Federal Emergency Management Agency (FEMA) PW #309(1) – Approval of Change Orders No. 1, No. 2 and No. 3 and Final Acceptance and Filing Notice of Completion

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Approve Change Order No. 1 to add reinforcement in the headwalls to compensate for unanticipated additional vertical loading that was not identified on the plans, increasing the contract cost with FS Contractors Incorporated by \$800.00;
 - 2) Approve Change Order No. 2 to add riprap rock along the slope of the embankment of the drainage structures that were not identified on the plans, increasing the contract cost with FS Contractors Incorporated by \$1,200.00
 - 3) Approve Change Order No. 3 to add a chain link fence on the westerly headwall that was not identified on the plans, increasing the contract cost with FS Contractors Incorporated by \$1,400.00
 - 4) Accept the work performed by FS Contractors Incorporated for the amount of \$60,000.00
 - 5) Authorize the City Clerk to file a Notice of Completion for Public Works Project No. D-1203; and
 - 6) Direct the Department of Public Works to seek \$19,652.25 in additional FEMA funding for the project to replenish the Park and Recreation CIP Fund contribution to the project.
-

BACKGROUND:

On April 28, 2010, the City of Covina was awarded funding by FEMA for repairs to the Wingate Wash Drainage System at Kahler Russell Park as a result of storm damage that occurred during the incident period of January 17 to February 6, 2010. The City hired Land Development Design Corporation to complete the design and manage the project. Funding of \$305,134.21 was approved for the proposed scope of work (SOW), which consisted of replacing approximately 5,300 cubic yards (CY) of engineered backfill, 28 square yards (SY) of gabion baskets, 4 SY of riprap, and repairs to two culverts.

In January 2015, the City requested a change in the SOW based on restrictions imposed by the Los Angeles Regional Water Quality Control Board. The Regional Board would not permit the replacement of engineered fill, repairing the gabion baskets, and placement of riprap in this

environmentally sensitive area. The revised SOW consists of reconstructing two drain outlets. Each structure is 6-feet wide and 20-feet long and consists of concrete walls and soffits to direct flows into the creek. The ends of the outlets will each have a riprap pad to disperse flows entering the creek and prevent erosion of the creek banks.

On July 24, 2015, FEMA approved the change in the SOW and granted a time extension (TE) for the project to December 31, 2015. The revised total estimated funding for this project is now \$56,699.00.

The City Engineer in the Department of Public Works assumed responsibility for project delivery in September 2015 and following review of the SOW, recommended the City seek a further TE for the project. On September 22, 2015, the City subsequently requested a six-month TE through June 30, 2016, based on the following:

1. The City could advertise the project for bid in October 2015, which would result in the project being constructed during the official rainy season that runs October to April annually. The prudence of constructing drainage improvements during this time period is questionable at best, especially given the heavy rainfall forecasted for this year;
2. The City desires to wait until after the rainy season to perform construction due to the forecasted heavy rainfall and the likelihood that the improvements could be washed away before completion and final acceptance; and
3. Bidders (contractors) would more than likely inflate their construction bids due to the potential of flood damage during construction.

On November 23, 2015, FEMA granted the requested TE to June 30, 2016 based on circumstances beyond the control of the City. Specifically, FEMA concurred with the facts that without the new TE, the majority of the project construction would occur during the official rainy season, which may result in repairs being washed away and/or contractors inflating their bids due to the potential of flood damage during construction.

On January 5, 2016, the City Council adopted Resolution No. 16-7438 amending the fiscal year 2015-16 Capital Improvement Program budget by \$56,699.00 for Emergency Drainage Improvements at Wingate Park, Project No. D-1203, FEMA PW #309(1) funded by FEMA.

The Department of Public Works prepared plans and specifications for the project and in accordance with Covina Municipal Code Section 2.20.100 (Notice Inviting Bids), bids were requested and received. The project was advertised in the San Gabriel Valley Tribune on Friday, January 8 and 15, 2016. In addition, the Notice Inviting Bids was sent to Ciplist, Reed Construction Data, BidAmerica, McGraw Hill Construction/ FW Dodge Company, Construction Bidboard, Inc., iSqFt, BidNet, and Builders Notebook.

Following advertisement, five bids were received in the City Clerk’s Office on January 27, 2016. On March 22, 2016, the City Council awarded the construction contract to FS Contractors Incorporated, as the lowest responsive and responsible bidder in an amount not to exceed \$62,260.00. The contract for this project was approved by the City Council as follows:

Base Bid	\$56,600.00
Contingency Allowance	\$5,660.00
Contract “Not to Exceed” Amount	\$62,260.00

On March 22, 2016, the City Council also adopted Resolution No. 16-7466 appropriating \$22,912.25 in available Parks and Recreation CIP Fund balance to the fiscal year 2015-16 budget and allocating the funds to the Emergency Drainage Improvements at Wingate Park, and increasing Parks and Recreation CIP Fund revenue by \$22,912.25. This appropriation includes \$12,351.25 in funding for construction management and inspection services provided by RKA Consulting Group pursuant to Exhibit A (Scope of Services), Section 1 (General and Project Management), Section 4 (Construction Inspection), and Section 6 (Federally Funded Projects) of the Professional Services Agreement between the City of Covina and RKA Consulting Group approved by the City Council on September 1, 2015.

On April 26, 2016, the City Engineer issued the Notice to Proceed for the project, notifying the contractor to commence work on the referenced contract on or before May 2, 2016, with a completion date of June 14, 2016. The contractor substantially completed the project on May 13, 2016, and completed punch list items during the week of May 16, 2016.

DISCUSSION:

The project required three change orders (Change Order Nos. 1, 2, and 3) in the cumulative amount of \$3,400.00. As of May 23, 2016, the City Engineer has reviewed and approved the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 1: During construction the contractor was directed to add reinforcement in the headwalls to compensate for unanticipated additional vertical loading that was not identified on the plans. Change Order No. 1 increased the contract amount by \$800.00.
- Change Order No. 2: During construction the contractor was directed to add additional rock riprap on the slopes on both sides of each drainage structure in order to prevent any erosion of the embankment during heavy storm flows. Change Order No. 2 increased the contract amount by \$1,200.00.
- Change Order No. 3: During construction the contractor was directed to add a chain link fence for protection of the 3' elevation difference from the top of the headwall and the drainage invert at the westerly headwall that was not identified on the plans. Change Order No. 3 increased the contract amount by \$1,400.00.

FISCAL IMPACT:

The available funding for this project totals \$79,611.25. The following table presents a summary of available sources of funds for the project:

FEMA Funding	\$56,699.00
Park and Recreation CIP Fund	\$22,912.25
Total Sources	\$79,611.25

The fiscal impact associated with the Change Orders is as follows:

Change Order No. 1	\$800.00
Change Order No. 2	\$1,200.00
Change Order No. 3	\$1,400.00
Total	\$3,400.00

As the project has an approved contingency allowance of \$5,660.00 (10% of construction contract value), the contingency will fund the change orders.

The total project cost is \$76,351.25, as outlined below in the final project summary:

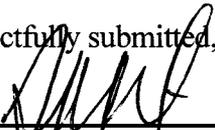
Base Bid (FS Contractors Incorporated)	\$56,600.00
Change Order No. 1 (FS Contractors Incorporated)	800.00
Change Order No. 2 (FS Contractors Incorporated)	\$1,200.00
Change Order No. 3 (FS Contractors Incorporated)	\$1,400.00
Construction Management and Inspection Services (RKA Consulting Group)	\$12,351.25
Plan Preparation & Review Fees – Outstanding Balance (Land Development Design Corporation)	\$4,000.00
Total Fiscal Impact	\$76,351.25

As the total project cost is \$76,351.25 and FEMA funding provided to date totals \$56,699.00, the City will apply for \$19,652.25 in additional FEMA funding for the project and if successful, replenish the Park and Recreation CIP Fund contribution to the project. The Governor’s Office of Emergency Services (Cal OES) indicates that it will support the City’s request for reimbursement for increased project funding from FEMA since the project costs are necessary to perform the approved SOW.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

On August 15, 2013, a Notice of Exemption was filed. The project is exempt per section 15302.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

- Attachment A: Change Order No. 1
- Attachment B: Change Order No. 2
- Attachment C: Change Order No. 3
- Attachment D: Notice of Completion



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covina.ca.gov

PUBLIC WORKS DEPARTMENT
Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 01

DATE: May 11, 2016
PROJECT NO. D-12030
FEDERAL NO. FEMA PW #309(1)
CONTRACT: Emergency Drainage Improvements at Wingate Park
CONTRACTOR: FS Contractors, Inc.
CONTRACTOR NO.: 1005940

.....
.....
This change order includes all labor, equipment and material to install additional steel rebar reinforcement per approved proposal and work completed on May 6, 2016. During construction the contractor was directed to add reinforcement in the headwalls to compensate for unanticipated additional vertical loading that was not identified on the plans.

- 1. Add vertical #4 rebar at 24"OC. to the headwalls: Total increase = \$800.00
- 2. Time Extension: 0 Days
- 3. Change in contract cost: Increase of \$800.00

.....
Submitted by: *[Signature]* Date 5/23/16
Title: City Engineer

Accepted by: *[Signature]* Date 5-24-16
Title: FS Contractors, Inc. *President*

Approved by: _____ Date _____
Title: Interim City Manager



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covina.ca.gov

PUBLIC WORKS DEPARTMENT
Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 02

DATE: May 16, 2016
PROJECT NO. D-12030
FEDERAL NO. FEMA PW #309(1)
CONTRACT: Emergency Drainage Improvements at Wingate Park
CONTRACTOR: FS Contractors, Inc.
CONTRACTOR NO.: 1005940

.....
.....
This change order includes all labor, equipment and material to install additional riprap per approved proposal dated May 16, 2016. During construction the contractor was directed to add riprap rock along the slope of the embankment of the drainage structures that were not identified on the plans.

- 1. Add riprap on the embankment slope of the drainage outlets: Total increase = \$1,200.00
- 2. Time Extension: 0 Days
- 3. Change in contract cost: Increase of \$1,200.00

.....
Submitted by: *O. G. Jurek* Date 5/23/16
Title: City Engineer

Accepted by: *J. Angel Flores* Date 5-24-16
Title: FS Contractors, Inc. *President*

Approved by: _____ Date _____
Title: Interim City Manager



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT
Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 03

DATE: May 23, 2016
PROJECT NO. D-12030
FEDERAL NO. FEMA PW #309(1)
CONTRACT: Emergency Drainage Improvements at Wingate Park
CONTRACTOR: FS Contractors, Inc.
CONTRACTOR NO.: 1005940

.....
.....
This change order includes all labor, equipment and material to install a chain link fence on the westerly headwall per approved proposal dated May 23, 2016. During construction the contractor was directed to add a fence on the top slope of the headwall of the drainage structure located most westerly of the project limits for the vertical displacement exceeding 30" that was not identified on the plans.

- 1. Add chain link fence at one headwall: Total increase = \$1,400.00
- 2. Time Extension: 1 Day
- 3. Change in contract cost: Increase of \$1,400.00

.....
Submitted by: *[Signature]* Date 5/23/16
Title: City Engineer

Accepted by: *[Signature]* Date 5-24-16
Title: FS Contractors, Inc. *President*

Approved by: _____ Date _____
Title: Interim City Manager

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

NAME City of Covina
STREET ADDRESS 125 E College Street
CITY Covina
STATE CA
ZIP CODE 91723

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is The City of Covina
3. The full address of the owner is 125 E College Street, Covina, CA 91723
4. The nature of the interest or estate of the owner is: In fee.

(If other than Fee, strike "in fee" and insert, for example, "purchaser under contract of purchase", or "Lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and full addresses of all the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: May 24, 2016 . The work done was: Emergency Drainage Improvements at Wingate Park; Project No. D-1203; FEMA PW# 309(1)

8. The names of the contractor, if any, for such work improvement was:
FS Contractors, Incorporated

March 22, 2016

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed in the City of: Covina
County of Los Angeles , State of CA , and is described as follows: Construct two drainage structures 6-foot wide and 20-foot long including concrete walls and soffits with a riprap pad lined by filter fabric.

10. The street address of said property is Kahler Russell Park, 735 N Glendora Ave, Covina, CA 91724
(If no street address has been officially signed, insert "None".)

Dated _____

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Engineer The declarant of the foregoing Notice of Completion;
(President of, Manager of, Partner of, Owner of)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 26 , 2016 at Covina California


(Personal signature of the individual of the individual who is swearing that the contents of the Notice of Completion are true.)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

Notice of completion must be filed for record WITHIN 10 DAYS after the completion of the work of improvements (to be computed exclusive of the day of completion) as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If ownership is in two or more person as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county, and state.

As to paragraphs 7 and 8, this form should only be used where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvements is made pursuant to two or more original contracts, then this form must be modified as follows: (1) strike the words "A work of improvement" from paragraph 7 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundation for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 8.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g. on so-called "owner-builder jobs."

In paragraph 9, insert the full legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

THIS PAGE LEFT INTENTIONALLY BLANK