CITY COUNCIL OF MONTEREY PARK
AND THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY
AGENDA

REGULAR MEETING
Monterey Park City Hall Council Chambers
320 W. Newmark Avenue, Monterey Park, CA 91754

WEDNESDAY
July 19, 2017
7:00 PM

MISSION STATEMENT
The mission of the City of Monterey Park is to provide excellent services to enhance the quality of life for our entire community.

Documents related to an Agenda item are available to the public in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours and the City's website at www.montereypark.ca.gov.

PUBLIC COMMENTS ON AGENDA ITEMS

You may speak up to 5 minutes on Agenda item. You may combine up to 2 minutes of time with another person's speaking. No person may speak more than a total of 10 minutes. The Mayor and City Council may change the amount of time allowed for speakers.

Per the Americans with Disabilities Act, if you need special assistance to participate in this meeting please call City Hall at (626) 307-1359 for reasonable accommodation at least 24 hours before a meeting. Council Chambers are wheelchair accessible.

This Agenda includes items considered by the City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency which dissolved February 1, 2012. Successor Agency matters will include the notation of "SA" next to the Agenda Item Number.

CALL TO ORDER	**Mayor**
FLAG SALUTE	**The Monterey Park Police Explorers**
ROLL CALL	**Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS. While all comments are welcome, the Brown Act does not allow the City Council to take action on any item not on the agenda. The Council may briefly respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION - None.

[2.] SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)

NEW BUSINESS

2-A. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – JUNE 2017

It is recommended that the City Council (acting on behalf of the Successor Agency):

(1) Receive and file the Monthly Investment Report; and

(2) Take such additional, related, action that may be desirable.

[3.] CITY OF MONTEREY PARK- CONSENT CALENDAR - None.

[4.] PUBLIC HEARING

4-A. CONSIDER THE PROPOSED CODE AMENDMENTS TO SECTIONS OF TITLE 21 (ZONING REGULATIONS) OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

It is recommended that the City Council consider:

(1) Opening the public hearing;

(2) Taking documentary and testimonial evidence;

(3) Closing the public hearing and considering the draft ordinance;

(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for August 2, 2017; and

(5) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq*., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

[5.] OLD BUSINESS – None.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF JULY 19, 2017

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated July 19, 2017 totaling $658,563.39 specifying the funds out of which the same are to be paid; and

(2) Take such additional, related, action that may be desirable.

6-B. MONTHLY INVESTMENT REPORT – JUNE 2017

It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

(2) Take such additional, related, action that may be desirable.

6-C. AWARD OF CONTRACT – FIRE DEPARTMENT BILLING AND COLLECTION SERVICES

It is recommended that the City Council:

(1) Award the billing and collection services contract to Wittman Enterprises, LLC and authorize the City Manager to execute an agreement in a form approved by the City Attorney. Funds are budgeted in the Fiscal Year 2017-2018 Adopted Budget and cost recovery as provided in the City's FY2017 Master Schedule of Fees and Charges; and

(2) Take such additional, related, action that may be desirable.

6-D. APPROVAL OF 2017 TRAFFIC SPEED ZONE SURVEY

It is recommended that the City Council consider to:

(1) Approve the recommended speed limits in the 2017 Traffic Speed Zone Survey; and

(2) Approve a resolution adopting the 2017 Traffic Speed Zone Survey; and

(3) Take such additional, related, action that may be desirable.

<u>CEQA (California Environmental Quality Act):</u>

The Project is exempt from further review under CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

6-E. DESIGNATION OF “NO PARKING” AREAS ON NORTH ATLANTIC BOULEVARD BETWEEN WEST GARVEY AVENUE AND WEST EMERSON AVENUE

It is recommended that the City Council consider to:

(1) Adopt Resolution No.______ establishing “no parking” areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue, per Monterey Park Municipal Code (“MPMC”) §10.48.090; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

As a minor alteration to existing public facilities, this project is a Class 1 Categorically Exempt project pursuant to the California Environmental Quality Act (CEQA).

6-F. AWARD OF CONTRACT - SOUTH ATLANTIC BANNER POLES

It is recommended that the City Council consider to:

(1) Authorize the Interim City Manager to execute a public works contract, in a form approved by the City Attorney, with E.C. Construction, in the amount of $31,660.00 for the South Atlantic Banner Pole Replacement Project (Spec. 869);

(2) Authorize the Interim Director of Public Works to approve change orders up to $3,166.00 (up to 10% of the construction contract amount) for this project; and

(3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

6-G. SERVICE CONTRACT – ON CALL ELECTRICAL MAINTENANCE SERVICES

It is recommended that the City Council consider to:

(1) Authorize the Interim City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Baker Electric, Inc. not to exceed $300,000, for on-call electrical maintenance services; and

(2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed work involves minor alterations to existing public facilities and therefore is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

[7.] COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

[8.] CLOSED SESSION (IF REQUIRED; CITY ATTORNEY TO ANNOUNCE)

ADJOURN

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: (SA) New Business
Agenda Item 2-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services

SUBJECT: Successor Agency Monthly Investment Report – June 2017

RECOMMENDATION: It is recommended that the City Council:

(1) Receive and file the Monthly Investment Report; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of June 30, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking		41,550.03
• Successor Agency (SA) RORF		321,190.00
	Total	$ 362,740.03

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted and prepared by:

Annie Yaung, CPFO
Interim Director of Management Services

Approved by:

Ron Bow
Interim City Manager

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: Public Hearing
Agenda Item 4-A.

TO: Honorable Mayor and Members of the City Council

FROM: Michael A. Huntley, Community and Economic Development Director

SUBJECT: Consider the proposed code amendments to sections of Title 21 (zoning regulations) of the Monterey Park Municipal Code relating to Accessory Dwelling Units.

RECOMMENDATION:

It is recommended that the City Council consider:

(1) Opening the public hearing;
(2) Taking documentary and testimonial evidence;
(3) Closing the public hearing and considering the draft ordinance;
(4) Introducing and waiving first reading of the ordinance and schedule second reading and adoption for August 2, 2017; and
(5) Taking such additional, related, action that may be desirable.

ENVIRONMENTAL:

This action is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*), because it involves the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

EXECUTIVE SUMMARY:

These code amendments were considered by the Planning Commission at their June 27, 2017 meeting. Subsequent to discussion by the Commission, the Planning Commission approved a resolution recommending that the City Council approve the proposed code amendments as identified below.

ANALYSIS:

The Legislature and Governor have both identified a housing shortage in California. As a result, Assembly Bill No. 2299 ("AB 2299") and Senate Bill No. 1069 ("SB 1069") were signed into law on September 27, 2016. Combined, these Bills amend various sections of the Government Code regulating accessory dwelling units which took effect January 1, 2017. For clarity, the Monterey Park Municipal Code ("MPMC") currently refers to this type of unit as a "second dwelling unit." The new laws regulate type and size of units, parking, approval process and timelines, and water and sewer utility requirements applicable to second dwelling units.

In 2003, the City Council adopted regulations for second dwelling units based on California law. In 2013, as part of the comprehensive Zoning Code Amendment, the City Council amended those regulations to reconcile them with California law. The proposed ordinance would amend the MPMC to comply with amendments implemented by AB 2299 and SB 1069. Some specific changes include:

- Existing local second dwelling unit regulations will be superseded to the extent such regulations are inconsistent with the requirements of California law. While local agencies are not required to adopt an ordinance, if they choose to do so, they must reconcile it with the requirements of AB 2299 and SB 1069.

- Replaces the term "Second Unit" with "Accessory Dwelling Unit."

- Only one off-street parking space (does not have to be a covered space) can be required for an accessory dwelling unit.

- No parking can be required if an accessory dwelling unit meets certain criteria, such as proximity to a public transit stop (see attachment), type of accessory dwelling unit, location within historic district, unavailability of a required on-street parking permit, and proximity to a shared car service.

- An accessory dwelling unit can either be attached to the existing dwelling, located within the living area of the existing dwelling; or detached and located on the same property as the existing dwelling.

- Notwithstanding other applicable restrictions and standards, cities must approve applications to convert existing space within a primary dwelling or an existing accessory structure into an accessory dwelling unit without any other restrictions if the unit is located in a single-family zoning district, is contained within an existing space of an existing residence or accessory structure, has independent exterior access, and side or rear yard setbacks area sufficient for fire safety; the term "existing accessory structure" is not defined in the state law, but a follow-up bill that is currently being considered in the California Legislature (AB 494) describes such accessory structures as pool houses, studios and similar structures; currently, garages are not defined as an "accessory structure" and are not subject to the required ministerial process for such structures.

- An accessory dwelling unit cannot be considered as a new residential use for the purpose of calculating utility charges, and cities cannot require a new or separate utility for certain types of units.

As shown in the draft ordinance, the proposed amendments to the City's existing second dwelling unit regulations are mostly minor (i.e., definitions and slight square footage changes) with the exception of the provisions relating to parking requirements, as discussed above. As depicted in Attachment 4, there are three public transit lines that traverse throughout the City, including the Metro, the Montebello Bus line, and the Spirit Bus. The existing bus stops are spread throughout the City. This means that future accessory dwelling units potentially can be proposed without providing off-street parking.

Note that the City can "designate areas [of the City] where accessory dwelling units may be permitted." Government Code § 65852.2(a) states:

> "A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:
>
> (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety."

By implication, this means that the City also has the ability to prohibit accessory dwelling units based on findings, such as potential adverse impacts of ADUs to utilities, traffic flow and public safety. If the City Council is concerned about potential impacts presented by ADUs in certain areas of the City – especially in light of the "no additional parking requirement" discussed above – the City Council could direct staff to study the issue and return to the City Council with further options.

Respectfully submitted:

By:

Michael Huntley
Director of Community and
Economic Development

Prepared by:

Samantha Tewasart
Senior Planner

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

for

Karl H. Berger
Assistant City Attorney

Attachments:

Attachment 1: Planning Commission Resolution No. 05-17
Attachment 2: Planning Commission Minutes, dated June 27, 2017
Attachment 3: Proposed Zoning Code Amendments
Attachment 4: Map of Public Transit Stops in the City
Attachment 5: Draft City Council Ordinance
Attachment 6: Government Code §65852.2, as amended by AB 2299

ATTACHMENT 1

Planning Commission Resolution No. 05-17

RESOLUTION NO. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS.

The Planning Commission of the City of Monterey Park does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On August 20, 2003, the City Council adopted Ordinance No. 2014 to modify Title 21 of the Monterey Park Municipal Code ("MPMC") and establish regulations relative to second units on residential lots developed with single family houses;

B. Government Code § 65852.2 was amended by Senate Bill No. 1069 and Assembly Bill No. 2299, which took effect January 1, 2017;

C. California law, as amended, provides that if a city adopts an ordinance regulating accessory dwelling units, the ordinance must establish standards to allow for ministerial accessory dwelling units so as to provide additional housing stock as accessory dwelling units as an essential component of the housing supply in California;

D. The purpose of the proposed Ordinance is to bring the MPMC into compliance with the new state law while also making specific findings that are unique to the City;

E. The City reviewed the project's environmental impacts under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines"), and the City's Environmental Guidelines;

F. The Community and Economic Development Department completed its review and scheduled the public hearing regarding the application before the Planning Commission for June 27, 2017;

G. On June 27, 2017, the Planning Commission held a public hearing to receive public testimony and other evidence regarding the proposed amendments attached as Exhibit "A," and incorporated by reference, including, without limitation, information provided to the Planning Commission by City staff and public testimony; and

H. This Resolution and its findings are made based upon the evidence presented to the Commission at its June 27, 2017, hearing including, without limitation, the staff report submitted by the Community and Economic Development Department.

SECTION 2: *Environmental Assessment*. Because of the facts set forth in Section 1, the proposed Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq*., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq*.) § 15282(h) because it is an ordinance regarding accessory dwelling units in a single-family or multi-family residential zone to implement the provisions of Government Code § 65852.2 as set forth in Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 3: *General Plan Findings*. As required under Government Code § 65860, the MPMC amendments proposed by the Ordinance are consistent with the Monterey Park General Plan. It is a goal of the Land Use Element of the General Plan to maintain the quality and character of Monterey Park's residential neighborhoods districts. The proposed residential code amendments are minor changes intended to ensure that the residential character is maintained to the highest standards. Also, some goals of the Housing Element in the General Plan include conserving and improving the existing affordable housing, reducing governmental constraints on affordable housing development, providing adequate housing by location, type of unit, and price to meeting existing and future needs of City residents, assisting in the provision of housing that meets the needs of all economic segments of the community, and promoting equal housing opportunities for all residents.

SECTION 4: *Recommendation.* The Planning Commission recommends that the City Council adopt the Ordinance set forth in the attached Exhibit "A," which is incorporated into this resolution by reference.

SECTION 5: *Reliance On Record*. Each and every one of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 6: *Limitations.* The Planning Commission's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the city's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission secretary is directed to mail a copy of this Resolution to any person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 27th day of June 2017.

I hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Monterey Park at the regular meeting held on the 27th day of June 2017, by the following vote of the Planning Commission:

AYES:	Commissioners Sullivan, Robinson, Amador, and Choi
NOES:	Commissioner Brossy de Dios
ABSTAIN:	None
ABSENT:	None

Larry Sullivan, Chairperson
City of Monterey Park Planning Commission

ATTEST:

Michael Huntley, Secretary

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
Planning Commission Minutes, dated June 27, 2017

UNOFFICIAL MINUTES
MONTEREY PARK PLANNING COMMISSION
REGULAR MEETING
JUNE 27, 2017

The Planning Commission of the City of Monterey Park held a regular meeting of the Board in the Council Chambers, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, June 27, 2017 at 7:00 p.m.

CALL TO ORDER:

Chairperson Larry Sullivan called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL:
Planner Tewasart called the roll:
Board Members Present: Larry Sullivan, Delario Robinson, Members, Theresa Amador, Ricky Choi and Eric Brossy De Dios
Board Members Absent: None

ALSO PRESENT: Karl H. Berger, Assistant City Attorney, Michael A. Huntley, Director of Community and Economic Development, Samantha Tewasart, Senior Planner

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS: None

ORAL AND WRITTEN COMMUNICATIONS: None

[1.] PRESENTATIONS: None

[2.] CONSENT CALENDAR:

2-A. APPROVAL OF MINUTES

May 23, 2017 –

Action Taken: The Planning Commission approved the minutes of May 23, 2017 with amendments.

Motion: Moved by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

2-B. TIME EXTENSION (EX-17-01) FOR CONDITIONAL USE PERMIT (CU-15-07) TO ALLOW A 1.0 FLOOR AREA RATIO FOR A 12-UNIT MEDICAL OFFICE CONDOMINIUM DEVELOPMENT (CITIZEN'S MEDICAL PLAZA) – 120 WEST HELLMAN AVENUE

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan inquired if the project was processed in a timely manner and if the City reviewed the plans in a timely manner. Planner Tewasart replied yes.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing approved the request time extension at 120 W Hellman Avenue.

Motion: Moved, by Commissioner Robinson and seconded by Commissioner Choi, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[3.] PUBLIC HEARING:

3-A MODIFICATION OF CONDITIONAL USE PERMIT (CU-17-02) TO ALLOW A NEW 5-STORY MIXED-USE DEVELOPMENT AND GENERAL ON-SALE ALCOHOL USE AND TENTATIVE MAP NO. 074409 (TM-17-02) TO ALLOW FOR THE SUBDIVISION OF AIR-RIGHTS TO ESTABLISH A HOTEL AND 84 RESIDENTIAL UNITS IN THE R-S, P-D (REGIONAL SPECIALTY, PLANNED DEVELOPMENT) ZONE – 420 NORTH ALTANTIC BOULEVARD

Planner Tewasart provided a brief summary of the staff report.

Chairperson Sullivan opened the public hearing.

Commissioner Amador expressed concerns about the traffic on Emerson and inquired if the street will be widened. Representative Lee replied that here will be access on Atlantic Boulevard and Emerson Avenue. Atlantic Boulevard will be widened from two-lanes to three-lanes and Emerson Avenue will not be widened.

Commissioner Amador inquired if the project will have a banquet facility. Representative Lee replied that both restaurant spaces are not large spaces and would not provide for any type of banquet facility.

Chairperson Sullivan inquired about the bus parking spaces. Representative Lee replied that there will be a designated parking area. There would not be more than one bus at any one time. The current Best Western does not have any tour buses that come into the facility.

Commissioner De Dios asked to amend condition no. 58 to be provided from Atlantic Boulevard and Emerson Avenue, subject to the Fire Chief or designee.

Commissioner Amador expressed concerns about the queuing length on southbound Atlantic Boulevard. Chairperson Sullivan inquired about the city's traffic study on Atlantic Boulevard. Director Huntley replied that a traffic study was conducted and based on the existing conditions the City is working on improving the signalization. The plans and specifications are completely, waiting for concurrence from MTA as part of the grant funding for that project. Chairperson Sullivan inquired if there is a raised median on Atlantic Boulevard. Director Huntley replied yes. Chairperson Sullivan inquired about high speed buses. Director Huntley replied that the Public Works Department is working on that issue.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 03-17** approving Conditional Use Permit (CU-17-02) to allow a new 5-story mixed-use development and general on-sale alcohol use and tentative map no. 074409 (TM-17-02) to allow for the subdivision of air-rights to establish a hotel and 84 residential unit in the R-S, P-D (Regional Specialty, Planned Development) Zone at 420 North Atlantic Boulevard.

Resolution No. 03-17

A RESOLUTION ADOPTING A SUPPLEMENTAL MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING A MODIFICATION OF A CONDITIONAL USE PERMIT (CUP-17-02) AND A TENTATIVE MAP NO. 074409 (TM-17-02) FOR THE CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT AT 420 NORTH ATLANTIC BOULEVARD

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, Choi, and De Dios
Noes:	Commissioners:	None
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-B CONDITIONAL USE PERMIT (CU-17-05) TO ALLOW ON-SALE (TYPE 41 – BEER AND WINE) LICENSE FOR A BONA FIDE PUBLIC EATING PLACE AT 331 WEST GARVEY AVENUE #D

Planner Tewasart provided a brief summary of the staff report.

Commissioner Amador inquired about the business layout, storage and signage.

Chairperson Sullivan opened the public hearing

Representative Michelle Zhang replied that the business opens at 5:00 p.m. and that interior is typically a little cluttered while the business is setting up for opening and for preparation of food service.

Commissioner De Dios inquired about restroom requirements. Planner Tewasart replied that the business is currently in operation and the application is for the addition of beer and wine service. No new tenant improvements are proposed as part of the conditional use permit application. However, if the Department of Alcoholic Beverage Control were to require an additional restroom facility, the business will be required to go through the city's plan checking process.

Chairperson Sullivan closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 04-17** approving Conditional Use Permit (CU-17-05) to allow on-sale alcoholic beverages (beer and wine) in conjunction with a bona fide retail eating establishment in the C-B (Central Business) Zone at 331 West Garvey Avenue, Unit #D.

Resolution No. 04-17

A RESOLUTION APPROVING CONDITIONAL USE PERMIT (CUP-17-05) TO PERMIT ON-SALE ALCOHOLIC BEVERAGES (BEER AND WINE) IN CONJUNCTION WITH A BONA FIDE RETAIL EATING ESTABLISHMENT AT 331 WEST GARVEY AVENUE #D

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Choi, and De Dios
Noes:	Commissioners:	Amador
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

3-C CONSIDER ADOPTING A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL AMEND SPECIFIC SECTIONS OF TITLE 21 ZONING REGULATIONS OF THE MONTEREY PARK MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

Planner Tewasart provided a brief summary of the staff report.

Commissioner De Dios inquired about existing historic districts and car share vehicle located within one block of an accessory dwelling unit. Planner Tewasart replied that there are no historic districts. Attorney Berger replied that the City has adopted regulations allowing car share vehicles, but no applications have been made. If and when a car share company would make an application for a car share block that would be subject to the city's regulations and provide an exemption. The proposed regulations are more tailor fit for this jurisdiction.

Attorney Berger stated that that there is currently a state senate bill going through the process of being adopted, which would further amend regulations with regards to accessory dwelling units. It was recently amended June 20th, 2017. It will clarify the law. Right now there is some ambiguity with regards to accessory dwelling units on residential properties and whether or not they can be separately conveyed to a different owner other than the primary owner on the property and that senate bill would clarify that that cannot happen.

Commissioner De Dios inquired about on-street parking permits. Planner Tewasart replied that it is staffs understanding that on-street parking permits are issued by the city's Engineering Division within the Public Works Department. Those permits have been issued around the East Los Angeles College area as well as Hellman Avenue around Mark Keppel High. Attorney Berger stated that the vehicle code requires a particular procedure whereby a permit district is created by the City Council that can be done by petition of the neighbors within that particular area or the City Council can do that on its own authority and create a parking district where there is a need identified to have parking for those residents and under those circumstances the City would issue those parking permits for those particular areas. This is seen more frequently in beach cities where you see parking permit only on the public streets.

Commissioner De Dios inquired if there is a limitation on the number of bedrooms. Director Huntley replied only on size of the units.

Chairperson Sullivan opened and closed the public hearing.

Action Taken: The Planning Commission after considering the evidence presented during the public hearing adopted **Resolution No. 05-17** recommending that the City Council adopt an ordinance amending the Monterey Park Municipal Code regulations governing accessory dwelling units.

Resolution No. 05-17

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MONTEREY PARK MUNICIPAL CODE ("MPMC") REGULATIONS GOVERNING ACCESSORY DWELLING UNITS

Motion: Moved, by Commissioner Choi and seconded by Commissioner Amador, motion carried by the following vote:

Ayes:	Commissioners:	Sullivan, Robinson, Amador, and Choi
Noes:	Commissioners:	De Dios
Absent:	Commissioners:	None
Abstain:	Commissioners:	None

[4.] <u>OLD BUSINESS:</u> None.

[5.] <u>NEW BUSINESS:</u> None.

[6.] <u>COMMISSION COMMUNICATIONS AND MATTERS:</u> None.

[7.] <u>STAFF COMMUNICATIONS AND MATTERS:</u> None

<u>ADJOURNMENT:</u>

There being no further business for consideration, the Planning Commission meeting was adjourned at 8:30 p.m.

Next regular scheduled meeting on July 11, 2017 at 7:00 p.m. in the Council Chambers.

Michael A. Huntley
Director of Community and Economic Development

ATTACHMENT 3

Proposed Zoning Code Amendments

EXHIBIT A

CHAPTER 21.04 DEFINITIONS

21.04.~~775~~019 ~~Second Unit Housing~~ Accessory Dwelling Unit.

~~For purposes of this chapter, the following definitions shall apply:~~

~~(A) "**Efficiency unit**" means a dwelling unit, with a minimum square footage of two hundred fifty (250) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities.~~

~~(B) "**Second unit housing**"~~ "**Accessory dwelling unit**" means an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons. It ~~shall~~ includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel a single-family dwelling is situated. ~~Such second unit housing shall be subject to restrictions and limitations as set forth in Chapter 21.08. (Ord. 2097 § 3, 2013)~~ An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Health and Safety Code Section 17958.1 (such a unit has a minimum square footage of one hundred fifty (150) square feet, consisting of not more than one habitable room together with a kitchen or kitchenette and bathroom facilities).

(B) A manufactured home, as defined in Health and Safety Code Section 18007.

CHAPTER 21.08 RESIDENTIAL ZONES

21.08.030 Permitted Uses.

The land uses listed in Table 21.08(A) and Table 21.08(B) are permitted as indicated in the columns corresponding to each residential district. Where indicated with a "P" the use is permitted. Where indicated with an "X" the use is prohibited. A letter "C" indicates the use is conditionally permitted subject to the approval of a conditional use permit. Letter "L" indicates the use is permitted subject to limitations described in Section 21.08.~~050~~ 040. Uses not shown as permitted, conditionally permitted, or permitted subject to limitations are prohibited in the zoning district, unless the City Planner makes a determination that a proposed use, while not listed in the following table, closely corresponds to a listed use which is permitted by right or which is permitted subject to the granting of a conditional use permit or subject to limitations.

Table 21.08(A)

Permitted Uses in Residential Zones

Legend:

P Permitted

L Permitted subject to limitations or special standards (see Section 21.08.~~050~~ 040)

C Permitted subject to approval of a conditional use permit (see Chapter 21.32)

X Prohibited

* See Chapter 21.04, Definitions, for uses listed below

Land Uses	R-1	R-2	R-3
Single-family dwelling unit	P	P	P

Multiple-dwelling units	X	P	P
Assembly hall	C	C	C
Boarding house	X	C	C
Child care center	X	C	C
Child day care, licensed for 14 or less children (see Chapter 21.04, Definitions)	L	L	L
Community center	X	C	C
Community care facility, licensed for 6 or fewer persons	P	P	P
Community care facility, licensed for 7 or more persons	X	C	C
Condominiums	X	P	P
Congregate care facility (multiple units on one property)	X	C	C
Educational institution:			
Public	P	P	P
Parochial	C	C	C
Private (excludes tutoring)	C	C	C
Accessory use to church	C	C	C
Fraternity/sorority house	X	C	C
Golf course	C	C	C
Government facility	P	P	P
Medical marijuana dispensaries	X	X	X
Mixed-use development	X	L	L
Mobile home	L	C	C
Fraternity/sorority house	X	C	C
Nursing and convalescent hospital	X	C	C
Open space	P	P	P
Parking for off-site uses	X	C	C
Plant nursery	C	C	C
Public park	C	C	C
Public utility facility	C	C	C
Rehabilitation facility licensed for 6 or fewer persons	X	L	L
Rehabilitation facility licensed for 7 or more persons	X	X	X
Renting	L	L	L
Senior housing (see Chapter 21.16, Senior Citizens Housing Zone)	X	C	C
Sober living facility for 6 or less persons	P	P	P
Sober living facility for 7 or more persons	X	X	X
Supportive housing, licensed for 7 or more persons	X	X	C
Transitional housing, licensed for 7 or more persons	X	X	C

Table 21.08(B)

Permitted Accessory Uses in Residential Zones

Accessory Uses	R-1	R-2	R-3
Accessory building or structure	P	P	P
Accessory dwelling unit	L	L	L
Auto dismantling, repairing, assembling	L	L	L
Child day care, licensed for up to 7 children	P	P	P
Child day care, licensed for 8 to 14 children	L	L	L
Garage (not more than 3 cars)	P	P	P
Garage conversion	L	L	L
Home occupation	L	L	L
Household pets	L	L	L
Medical marijuana dispensaries	X	X	X
Portable canopy	L	L	L
Recreational vehicle parking (see Chapter 21.22, Off-Street Parking Regulations)	L	L	L
~~Second dwelling unit~~	~~L~~	~~L~~	~~L~~
Storage of construction materials	L	L	L
Swimming pool	P	P	P
Temporary uses (see Chapter 21.28)	C	C	C
Walls, fences, and hedges	L	L	L
Wireless communication facility	C	C	C
Yard sales	L	L	L

21.08.040 Limitations and Special Standards.

The land uses listed in Table 21.08(A) and Table 21.08(B) designated with the letter "L" are explained below.

(A ~~J~~) ~~**Second Dwelling Unit**~~ **Accessory Dwelling Unit**. In all residential zones developed as single-family dwelling unit, a maximum of one ~~second~~ accessory dwelling unit is permitted, subject to the following limitations:

(1) The design and incorporation of an accessory dwelling ~~second~~ unit on a single-family residential property must meet the following requirements ~~be such that the second unit~~:

(a) The accessory dwelling unit must comply ~~Complies~~ with all development standards of the R-1 Zone, including front, rear, and side yard setbacks, except as modified in this section;

(b) No setback is required for an existing garage that is converted to an accessory dwelling unit or an existing space within a primary dwelling;

(c ~~b~~) The ~~second~~ accessory dwelling unit may be ~~is~~ either attached or detached from the existing primary dwelling and must be located on the same lot as the existing primary dwelling;

(d ~~c~~) The increased floor area of the attached ~~second~~ accessory dwelling unit cannot exceed ~~thirty (30)~~ fifty (50) percent of the existing dwelling gross floor area, with a maximum increase in floor area of one thousand two hundred 1,200 square feet;

(e ~~d~~) The total gross floor area for a detached ~~second~~ accessory dwelling unit cannot exceed one thousand two hundred (1,200) square feet.

(f ~~e~~) Does not cause the floor area ratio or lot coverage limitations of the property to exceed the limits prescribed by the zone;

(g ~~f~~) Is limited to one story and an overall height of fifteen (15) feet if detached from the primary dwelling;

(h ~~g~~) Must be constructed such that the finished floor elevation of the ~~second~~ accessory dwelling unit is not more than two feet above or below the finish floor elevation of the primary unit at the front of the lot;

(i) Must have an independent exterior access from the existing residence.

(j ~~h~~) Must maintain architectural compatibility with the primary dwelling unit, including, without limitation, architectural style, roof type, paint color, finish, details, and other qualities subject to the approval of the City Planner;

(k ~~i~~) Must contain complete independent facilities for living, eating, sleeping, cooking, and sanitation;

(l ~~j~~) Must ~~require~~ provide one off-street parking space per bedroom. ~~in a garage for second unit less than or equal to six hundred (600) square feet of gross floor area, and two parking spaces for those greater than six hundred (600) square feet~~ These spaces may be provided as tandem parking on an existing driveway.~~, subject to the following: (i)~~ Parking designated for the ~~second~~ accessory dwelling unit must be provided in addition to the minimum parking required for the primary unit.~~,~~

~~(ii) Designated second unit parking must be independent of parking provided for the primary unit and must be directly accessible to the second unit by a door or a paved pathway,~~

~~(iii) Second unit parking may not encroach into setbacks applicable to the zone and property.~~

(m) Notwithstanding the foregoing, parking is not required in the following instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(iii) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(2) An ~~second~~ accessory dwelling unit cannot be sold or transferred separately from the primary dwelling.

(3) The applicant for a ~~second~~ accessory dwelling unit must be the owner/occupant of the primary unit, but may reside in the ~~second~~ accessory dwelling unit once completed. A covenant ~~An affidavit~~, in a form ~~to be provided by the Planning Division~~ approved by the City Attorney, must be signed by the property owner, and must be submitted to the ~~Planning Division~~ City Planner ~~on a yearly basis~~. Said covenant ~~affidavit~~ must verify that either the primary residence or ~~second~~ accessory dwelling unit is currently and will be occupied by the property owner.

(4) ~~A~~ The covenant~~, approved as to form by the City Attorney,~~ must be recorded with the County Recorder's Office and a certified copy of said recorded covenant must be filed with the ~~Community Development Department~~ City Planner before the City issues a building permit to build a ~~second~~ accessory dwelling unit. The covenant will require owner occupancy of either the primary unit or

accessory dwelling unit, prohibit the separate sale of the accessory dwelling unit, and prohibit rentals for less than 30 days. Said covenant cannot be altered, revoked or canceled without the written consent of the City Planner.

(5) In the event a covenant was previously recorded for a permitted accessory structure restricting the structure as non-habitable pursuant to this Code, before the city issues a building permit for an accessory dwelling unit, the property owner must record a release of such covenant with the county recorder, in a form approved by the City Planner and the City Attorney.

(6 ~~5~~) The application must be accompanied by a filing and processing fee in the amount set by city council resolution ~~of the council~~.

(7) The applicant must pay all required fees, including without limitation, development impact fees pursuant to Chapter 3.110 of this Code.

(B ~~A~~) **Auto Dismantling, Repairing, Assembling**. In all residential zones, subject to the following limitations:

(1) Work cannot be performed within public view.

(2) Work must be performed within an enclosed building or in an area which is completely enclosed by view-obscuring walls, not less than six feet in height, or by the exterior walls of a building or buildings.

(3) Work cannot be performed for commercial purposes.

(4) The vehicle must be owned by a resident of the lot on which the work is being done.

(5) The resident must complete work on one vehicle before beginning on another so that no more than one vehicle for each family living on the lot is in a state of disassembly or dismantlement or is being repaired at one time.

(6) Work must be performed in a manner that will not interfere with the quiet and comfortable enjoyment of adjacent properties by their occupants.

(C ~~B~~) **Child Day Care, Licensed for Eight to Fourteen (14) Children**. In all residential zones, child day care for eight to fourteen (14) children is subject to State and City regulations, including a home occupation business license and the following requirements:

(1) The residence must comply with all property development standards.

(2) The child day care facility cannot be located within three hundred (300) feet of another child day care facility, except when:

(a) The applicant can demonstrate that an existing child day care located within three hundred (300) feet is at capacity; or

(b) The need exists for a particular or unique service not provided by an existing child day care location within three hundred (300) feet.

(3) The outdoor play area of not less than seventy-five (75) square feet per child, but in no case less than four hundred fifty (450) square feet in area, and which includes play equipment, must be provided and secured with proper fencing. The outdoor play area must be located in the rear area. Stationary play equipment cannot be located in required side and front yards.

(4) A six-foot high solid decorative fence or wall must be constructed on all side and rear property lines except in the front yard. Materials, textures, colors and design of the fence or wall must be compatible with on-site development and adjacent properties. All fences or walls ~~shall~~ must provide for safety with controlled points of entry.

(5) The garage cannot be used as an extension of the family day care facility and cannot be used as part of the outdoor play area.

(6) The facility may operate up to fourteen (14) hours per day. Outdoor activities are restricted to the hours of 8:00 a.m. to 8:00 p.m. per day.

(7) The facility requires an initial on-site inspection and annual inspection thereafter by ~~City officials~~ the City Planner.

(8) On-site landscaping must be consistent with that prevailing in the neighborhood and be installed and maintained.

(9) All on-site parking must be provided pursuant to the provisions of ~~the Zoning~~ this Code. On-site vehicle turnaround or separate entrance and exit points, and adequate passenger loading spaces must be provided.

(10) All on-site lighting must be stationary, directed away from adjacent properties and public rights-of-way, and of intensity appropriate to the use it is serving.

(11) All on-site signage must comply with this code.

(12) The facility must contain a fire extinguisher and smoke detector devices and meet all standards set forth in the California Fire Code, as adopted by this code.

(D ~~C~~) **Garage Conversion**. (1) All garage conversions ~~shall~~ must comply with all ~~pertinent City codes, ordinances and regulations~~ applicable law, and ~~in addition to the following conditions:~~

~~(1) A garage serving and attached to an existing single-family dwelling detached residence may be converted to expand the living area of such residences provided that:~~

~~(a) The garage must shall be replaced by an enclosed two-car garage onsite in a manner consistent with the character of the neighborhood.~~

~~(b) The conversion is accomplished in full accordance with all pertinent codes and ordinances as verified by obtaining permits and inspections from all appropriate agencies.~~

~~(2) A detached garage serving an existing single-family dwelling may be converted to an accessory dwelling unit provided that one parking space~~ must provide one parking space per bedroom for the accessory dwelling unit. Such spaces may be provided as tandem parking on an existing driveway. Notwithstanding the foregoing, if the accessory dwelling unit is located within one-half mile of a public transit, no additional parking must be provided.

(2) Illegal Garage Conversion. Conversion of a garage to expand the living area of a residence or otherwise render the garage unusable for its original purpose without obtaining appropriate permits and inspections ~~shall be deemed~~ constitutes an illegal garage conversion. When a property owner is informed that such an illegal garage conversion exists on the property, the property owner ~~shall~~ must comply with the following requirements:

(a) Within thirty (30) days of becoming so informed, the property owner must obtain permits and inspections.

(b) The property owner ~~shall~~ may then exercise one of the following options:

(i) If the property owner desires to retain the garage conversion, the conversion must comply with paragraph (1) of this subsection (~~C~~ D); or

(ii) If the property owner does not desire to correct the conversion, the conversion must be removed and restored to function as a garage in accordance with the applicable building codes.

(E ~~D~~) **Home Occupation Permits**.

(1) **Purpose**. The purpose of this section is to allow for home occupations which are compatible with the residential character of the neighborhood in which they are located.

(2) **Procedure**. Home occupations ~~shall be~~ are permitted in the R-1, R-2, and R-3 Zones subject to obtaining a home occupation permit as follows:

(a) Application. Application for a home occupation permit ~~shall~~ must be made on an application form provided by the ~~Community Development Department~~ City Planner and ~~shall~~ be accompanied by a filing fee ~~which amount shall be set by resolution adopted by the~~ established by City Council resolution.

(b) Conditions of Approval. In approving a home occupation, the City Planner may include decision reasonable conditions deemed necessary to protect the health, safety and welfare of the community and to ensure the intent of this section.

(c) Review and Inspection. Home occupations may be periodically reviewed and an inspection made of the property by the ~~Community Development Department~~ City Planner to verify continued compliance with the necessary criteria and conditions of approval.

(d) Revocation of Permits. The ~~Planning Division~~ City Planner may revoke any home occupation permit for noncompliance with the conditions set forth in approving the permit or inconsistency with this section.

(e) Appeal Procedure. Appeals may be taken to the Planning Commission by the applicant or any other person aggrieved by the City Planner's decision pursuant to Chapter 1.10.

(3) **Permitted Home Occupations**. The following businesses are permitted ~~upon issuance~~ with a valid home occupation permit:

(a) Office use;

(b) Mail ordering;

(c) Home crafts such as model making, basket weaving.

(4) **Home Occupations Prohibited**. Permitted home occupations ~~shall~~ cannot in any event be deemed to include the following:

(a) Auto repair;

(b) Barber shop or beauty salon;

(c) Carpentry work;

(d) Dance instructions;

(e) Funeral chapel or funeral home;

(f) Gift shop;

(g) Medical or dental offices, labs, clinics, or hospitals;

(h) Auto, boat and trailer painting;

(i) Photo studio;

(j) Private schools;

(k) Renting of equipment and/or trailers;

(l) Appliance repairs;

(m) Eating establishment;

(n) Kennel;

(o) Tailors, dressmakers, upholstery;

(p) Service uses, personal and professional;

(q) Such other uses that may generate excessive pedestrian or vehicle traffic and that may be obnoxious or a nuisance to adjacent residents such as noise, odor, or appearance as a determined by the City Planner, or that violate the use limitations provided in subsection (E) of this section.

(5) **Use Limitations**. In addition to the limitations applicable in the zone in which the use is located, all home occupations ~~shall be~~ are subject to the following use limitations:

(a) One home occupation per address.

(b) In the primary residence of the applicant proposing to conduct the business.

(c) A home occupation ~~shall be~~ is limited to paperwork only, conducted entirely within the designated room of the home, and ~~shall~~ cannot have ~~no~~ a need for any type of vehicle to transport materials or equipment used in conjunction with the business other than a private automobile.

(d) No employment of help other than members of the resident family.

(e) The home occupation use ~~shall~~ must be incidental to the primary use of the structure as a residential use and ~~shall~~ cannot detract from the residential character of the neighborhood. Not more than two hundred (200) square feet or ten (10) percent of the floor area, whichever is less, may be used in connection with a home occupation or for storage purposes in connection with a home occupation.

(f) No direct sales of product or merchandise from the home.

(g) No traffic ~~shall~~ can be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation ~~shall~~ must be met off the street. Visitor, customers, or deliveries ~~shall~~ cannot exceed that normally and reasonably occurring for a residence as determined by the City Planner and this Code.

(h) No home occupation can be conducted in any accessory building or space outside of the main building such as the garage or storage building.

(i) There ~~shall~~ cannot be ~~no~~ any on-site storage of materials other than samples.

(j) The home occupation ~~shall~~ cannot involve use of advertising signs on the premises or any other external on-site advertising media which calls attention to the fact that the house is being used for a business purpose.

(k) There ~~shall~~ cannot be ~~no~~ any alteration of utilities or installment of special equipment for the purpose of accommodating the proposed home occupation.

(l) A maximum of one three-quarter ton vehicle may be kept in conjunction with an approved home occupation use if approved by the City Planner.

(m) Under no circumstances ~~shall~~ can the appearance of the structure be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character wither by the use of colors, materials, construction, lighting, signs, or the emission of sound, noise, or vibration.

(n) The street address of the residence ~~shall~~ cannot be used for advertisements.

(o) All respects of the home occupation ~~shall~~ must be conducted entirely within an enclosed structure. Supplies, tools, equipment, goods, samples and other items relating to a home occupation cannot be stored or displayed outside or at any location within a structure where they will be visible to passing pedestrian or vehicular traffic.

(p) There ~~shall~~ cannot be ~~no~~ any use of any equipment which may cause radio or television interference or fluctuation in line voltage off the property.

(q) There ~~shall~~ cannot be any process, procedure, substance, or chemical used which is hazardous to public health, safety, morals or welfare.

(F ~~E~~)**Household Pets**.

(1) In the R-1 Zone, not in excess of three household pets, which includes, without limitation, dogs, cats, pigs, canaries, parrots, and other similar animals and birds usually and ordinarily kept as household pets.

(2) In the R-2 and R-3 Zones, not in excess of two household pets for each dwelling unit.

(G ~~F~~) **Mixed Use Development**. In the R-2 and R-3 Zones, mixed-use projects are limited to the Mixed-Use Overlay Zone and are subject to the restrictions and development standards of that Overlay Zone. See Chapter 21.14.

(H ~~G~~) **Mobile Home**. In all residential zones developed as single-family dwelling unit, subject to the following limitations:

(1) One mobile home on a permanent foundation.

(2) Such unit was issued an insignia of approval from the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development pursuant to Health and Safety Code Section 18550(b).

(3) Such unit has a roof with a pitch of not less than two-inch vertical rise for each twelve (12) inches of horizontal run and consisting of roofing material customarily used for conventional single-family residences and is consistent with the primary unit on the lot and compatible with other dwelling units in the area as approved by the City Planner.

(4) Such unit must have porches and eaves, or roof with eaves when, in the opinion of the City Planner, they are necessary to make the unit compatible with other dwellings in the area.

(5) Such unit is covered with an exterior siding material customarily used on conventional dwellings and approved by the City Planner. The exterior material must extend to the ground except that when a solid concrete or masonry perimeter foundation is used, the exterior covering material need not extend below the top of the foundation.

(I ~~H~~) **Portable Canopy.** In all residential zones, subject to the following limitations:

(1) There is no limit on the number of portable canopies permitted on a residential zoned property, except that any and all canopies must comply with the maximum square footage specified below.

(2) A portable canopy is allowed only adjacent to the side or at the rear of a residential unit.

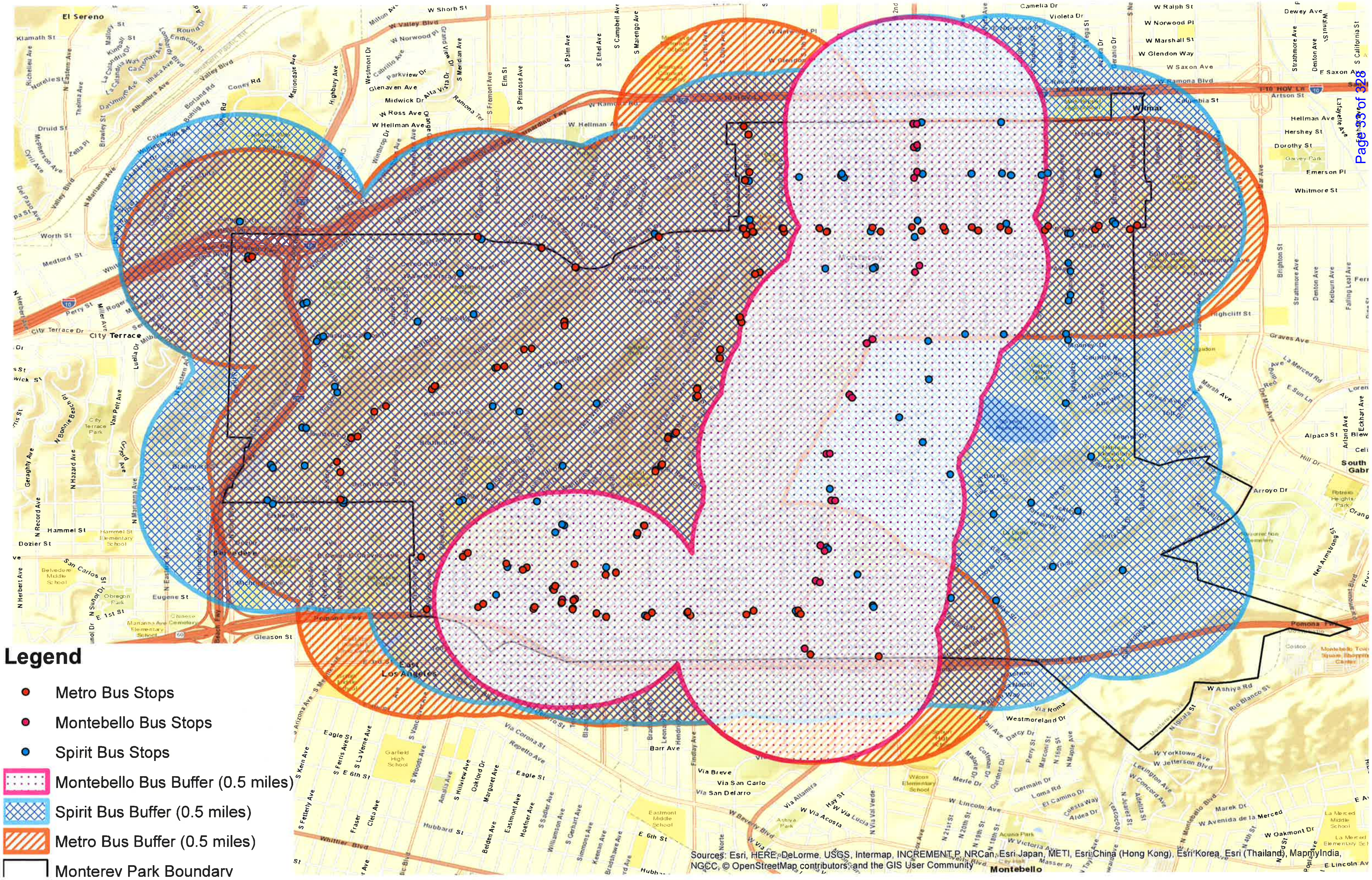
(3) A portable canopy must be constructed with a durable material, such as, without limitation, a canvas or vinyl material, which is securely anchored in place and properly maintained to present a neat and orderly appearance. The canopy is required to be replaced if they become torn, tattered or in disrepair.

(4) A portable canopy cannot exceed a height of fifteen (15) feet at the highest point and is limited to a maximum square footage of two hundred forty (240) square feet total for all portable canopies.

(J ~~I~~) **Recreational Vehicle Parking**. See Chapter 21.22, Off-Street Parking Regulations.

ATTACHMENT 4

Map of Public Transit Stops in the City


Legend
Metro Bus Stops
Montebello Bus Stops
Spirit Bus Stops
Montebello Bus Buffer (0.5 miles)
Spirit Bus Buffer (0.5 miles)
Metro Bus Buffer (0.5 miles)
Monterev Park Boundarv
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5
Draft City Council Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 21 OF THE MONTEREY PARK MUNICIPAL CODE TO REGULATE ACCESSORY DWELLING UNITS IN ACCORDANCE WITH GOVERNMENT CODE §65852.2.

The City Council for the City of Monterey Park does ordain as follows:

SECTION 1: The City Council finds and declares that:

A. On April 13, 2017, the City of Monterey Park filed an application to amend the Monterey Park Municipal Code ("MPMC") in compliance with California law to regulate accessory dwelling units.

B. The proposed amendments to the MPMC are attached as Exhibit "A," and incorporated by reference (the "Project");

C. The City reviewed the Project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines");

D. A public hearing was held before the Planning Commission on June 27, 2017. At that time, the Planning Commission adopted Resolution No. 05-17 which recommended that the City Council adopt this Ordinance;

E. On July 19, 2017, the City Council held a public hearing regarding the Project. At that time, the City Council carefully considered all pertinent testimony including, without limitation, the staff report; and

F. This Ordinance and its findings are made based upon the entire administrative record including, without limitation, the public hearing held by the City Council on July 19, 2017.

SECTION 2: The City Council finds and determines that the Project was processed in accordance with California law and the MPMC. Amending the MPMC as proposed is in the public interest and consistent with the Monterey Park General Plan pursuant to Government Code § 65588. The findings and analysis set forth in Planning Commission Resolution No. 05-17 as adopted June 27, 2017, 2017, is incorporated into this Ordinance as if fully set forth.

SECTION 3: *Environmental Assessment.* This Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) § 15282(h) because it is an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Section 65852.2 of the Government Code § 65852.2 as set forth in

Section 21080.17 of the Public Resources Code § 21080.17, pursuant to CEQA Guidelines § 15282(h).

SECTION 4: *Notice of Exemption.* The Director of Community and Economic Development, or designee, is directed to file a Notice of Exemption in accordance with CEQA §§ 15062, and any other applicable law.

SECTION 5: City Council findings. Pursuant to MPMC § 21.38.050, the City Council finds:

(A) That the proposed amendment is consistent with the goals, policies, and objectives of the General Plan;
(B) That the proposed amendment will not adversely affect surrounding properties; and
(C) That the proposed amendment promotes public health, safety, and general welfare and serves the goals and purposes of the Zoning Code.

SECTION 6: *Approval.* The MPMC is amended as set forth in Exhibit A, which is incorporated by reference. The City Manager, or designee, is authorized to make non-substantial changes to Exhibit A, as determined by the City Attorney.

SECTION 7: *Reliance on Record.* Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: *Limitations.* The City Council's analysis and evaluation of the project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City's ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 9: *Summaries of Information.* All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 12: The City Clerk is further directed to submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 13: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED, AND ADOPTED this ___________, 2017.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

I HEREBY CERTIFY that the above and foregoing ordinance was duly introduced by said City Council at a regular meeting held on the ____ day of ___________, 2017, and was duly passed and adopted by said City Council, at a regular meeting of said Council held on the ____ day of __________, 2017, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____________ for
Karl H. Berger, Assistant City Attorney

ATTACHMENT 6

Government Code §65852.2, as amended by AB 2299

NEW STATE LAW REGARDING ACCESSORY DWELLING UNITS

Source: leginfo.legislature.ca.gov

Government Code
ARTICLE 2. Adoption of Regulations [65850 - 65863.13]

Section 65852.2.
(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards,

other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(Amended by Stats. 2016, Ch. 735, Sec. 1.5. Effective January 1, 2017.)

City Council Staff Report

DATE: **July 19, 2017**

AGENDA ITEM NO: New Business
Agenda Item 6-A.

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Interim Director of Management Services

SUBJECT: Warrant Register for the City of Monterey Park of **July 19, 2017**

RECOMMENDATION:

It is recommended that the City Council:

(1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **July 19, 2017 totaling $658,563.39**specifying the funds out of which the same are to be paid; and

(2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **315084-315307** and e-Payables numbered **000687-000704.**

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park. I also certify that there are monies available for the payments thereof.

FISCAL IMPACT:

Disbursements from all funds total **$658,563.39.**

Respectfully submitted:

Annie Yaung, CPFO
Interim Director of Management Services

Approved By:

Ron Bow
Interim City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1
Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 19TH DAY OF JULY 2017 TOTALING $658,563.39 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE:

SECTION 1. That the following claims and demands have been audited and that the same are hereby allowed from various funds in the following amounts:

General Fund	$	292,663.02
Retirement Fund		2,028.00
State Gas Tax Fund		30,750.09
Sewer Fund		120.00
Refuse Fund		5,898.69
City Shop Fund		57,915.62
Payroll Clearing Account		1,755.99
Public Safety Impact Fee		2,896.37
Special Deposits Fund		7,490.64
Workers Comp. Fund		6,047.00
Water Fund		105,822.10
Water Treatment Fund		6,434.95
OPA Proposition A		5,937.98
Measure R Fund		1,109.77
Library Tax Fund		853.33
POST		1,335.00
Home Housing Program		108,648.75
Recreation Fund		152.75
Asset Forfeiture		5,049.01
CDBG Fund		5,119.26
Maintenance District 93-1		554.52
ELAC Instructional Serv Prog		2,709.51
Literacy Trust Grant		67.69
Ground Emergency Medical Transport		1,905.85
City/Housing Successor Agency		5,297.50
TOTAL	$	658,563.39

PASSED, APPROVED AND ADOPTED THE 19TH DAY OF JULY 2017.

Teresa Real Sebastian, Mayor
City of Monterey Park, California

ATTEST

Vincent D. Chang, City Clerk
City of Monterey Park, California

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY COUNCIL OF THE)
CITY OF MONTEREY PARK)

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 19th of July 2017 by the following vote of the Council:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Vincent D. Chang, City Clerk
City of Monterey Park, California

ATTACHMENT 2
Warrant Register

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ABC ADVANCE BUILDER & CONST. INC	0152-801-2206-38620	3,887.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	25,187.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	10,262.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	10,575.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	23,156.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	7,249.00-	VOID CHECK	17-0525	314850	
	0152-801-2206-38620	2,640.00-	VOID CHECK	17-0525	314850	
						82,956.00-
	0152-801-2206-38620	11,100.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	7,450.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	3,662.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	6,637.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	8,618.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	8,466.00-	VOID CHECK	17-0524	314886	
	0152-801-2206-38620	4,067.00-	VOID CHECK	17-0524	314886	
						50,000.00-
	0152-801-2206-38620	11,100.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315084	
						11,100.00
	0152-801-2206-38620	7,450.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315085	
						7,450.00
	0152-801-2206-38620	6,637.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315086	
						6,637.00
	0152-801-2206-38620	8,466.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315087	
						8,466.00
	0152-801-2206-38620	3,662.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315088	
						3,662.00
	0152-801-2206-38620	8,618.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315089	
						8,618.00

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ABC ADVANCE BUILDER & CONST. INC	0152-801-2206-38620	4,067.00	HOUSING REHAB-2403 COLLEGIAN	17-0524	315090	
						4,067.00
	0152-801-2206-38620	25,187.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315091	
						25,187.00
	0152-801-2206-38620	10,262.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315092	
						10,262.00
	0152-801-2206-38620	10,575.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315093	
						10,575.00
	0152-801-2206-38620	23,156.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315094	
						23,156.00
	0152-801-2206-38620	7,249.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315095	
						7,249.00
	0152-801-2206-38620	2,640.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315096	
						2,640.00
	0152-801-2206-38620	3,887.00	HOUSING REHAB-630 N NICHOLSON	17-0525	315097	
						3,887.00
ANTHEM BLUE CROSS	0010-801-5102-12330	3,431.45	07/17 MEDICAL INSURANCE		315098	
						3,431.45
CHARTER COMMUNICATIONS	0010-801-4210-38400	129.98	INTERNET/CABLE SERVICE		315099	
	0092-801-4222-32050	104.94	INTERNET/CABLE SERVICE		315099	
	0010-801-3210-32050	89.98	INTERNET/CABLE SERVICE		315099	
	0010-801-3210-32050	89.98	INTERNET/CABLE SERVICE		315099	
						414.88
CHICAGO TITLE COMPANY	0152-801-2206-38620	65.00	TITLE REPORT-1181 MIRA VALLE	17-0086	315100	
						65.00
DANIEL LUQUIN (DBA) LUQUIN PLUMBINC	0152-801-2206-38620	9,825.00-	VOID CHECK	17-0531	314862	
	0152-801-2206-38620	14,975.00-	VOID CHECK	17-0531	314862	
	0152-801-2206-38620	14,975.00-	VOID CHECK	17-0531	314862	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						39,775.00-
DANIEL LUQUIN (DBA) LUQUIN PLUMBING	0152-801-2206-38620	9,825.00	HOUSING REHAB-630 N NICHOLSON	17-0531	315101	
						9,825.00
	0152-801-2206-38620	14,975.00	HOUSING REHAB-630 N NICHOLSON	17-0531	315102	
						14,975.00
	0152-801-2206-38620	14,975.00	HOUSING REHAB-630 N NICHOLSON	17-0531	315103	
						14,975.00
DIRECTV,LLC	0010-801-3230-32050	126.99	EOC SERVICES		315104	
						126.99
ECOLA SERVICES, INC.	0152-801-2206-38620	1,826.00	RESID REHAB-1113 RIDGECREST		315105	
						1,826.00
ELA INC. (DBA) WEN CONSTRUCTION	0152-801-2206-38620	4,700.00	HOUSING REHAB-1113 RIDGECREST	17-0535	315106	
						4,700.00
FLUFF ICE	0010-801-1801-22670	1,000.00	APPRECIATION LUNCHEON		315107	
						1,000.00
HENSLEY LAW GROUP	0010-801-1601-31600	4,379.00	LEGAL-312 E NEWMARK	17-0255	315108	
	0010-801-1601-31600	36.00	LEGAL-312 E NEWMARK	17-0255	315108	
	0010-801-1702-31600	1,728.00	LEGAL-CODE ENFORCEMENT	17-0255	315108	
	0010-801-1601-31600	1,334.00	LEGAL-BEST WESTERN	17-0255	315108	
	0010-801-1601-31600	261.00	LEGAL-GENERAL LITIGATION	17-0255	315108	
	0010-801-1601-31600	576.00	LEGAL-GOODVIEW	17-0255	315108	
	0010-801-1601-31600	576.73	LEGAL-GOODVIEW EXPENSES	17-0255	315108	
	0010-801-1601-31600	6,728.00	LEGAL-KINGS INN	17-0255	315108	
	0092-801-1601-31600	20,000.00	LEGAL-GENERAL SERVICES	17-0255	315108	
	0092-801-1601-31600	123.99	LEGAL-GENERAL EXPENSES	17-0255	315108	
						35,742.72
ROSA LECLERC	0010-801-3104-38400	88.16	PETTY CASH-EVIDENCE BOXES		315109	
	0010-801-3103-33100	9.75	PETTY CASH-PARKING		315109	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROSA LECLERC	0010-801-3103-22750	9.97	PETTY CASH-CELL PHONE CASE		315109	
	0060-801-4211-22250	23.51	PETTY CASH-GAS		315109	
	0010-801-3101-22750	22.30	PETTY CASH-LACO LUNCHEON		315109	
	0060-801-4211-22250	40.35	PETTY CASH-GAS		315109	
	0010-801-3120-39700	7.60	PETTY CASH-PAMPHLET HOLDERS		315109	
	0010-801-3104-22750	38.13	PETTY CASH-EVIDENCE BAGS		315109	
	0010-801-3120-39700	86.96	PETTY CASH-FOLDING TABLES		315109	
	0010-801-3104-33400	6.00	PETTY CASH-PARKING		315109	
	0010-801-3101-22750	13.70	PETTY CASH-SCREWS,BRACES		315109	
	0010-801-3102-22750	22.35	PETTY CASH-SCOPE COVER		315109	
						368.78
LRJ CONSTRUCTION, INC.	0152-801-2206-38620	6,460.00	HOUSING REHAB-2121 FINDLAY	17-0533	315110	
						6,460.00
	0152-801-2206-38620	5,985.00	HOUSING REHAB-2121 FINDLAY	17-0533	315111	
						5,985.00
	0152-801-2206-38620	10,355.00	HOUSING REHAB-2121 FINDLAY	17-0533	315112	
						10,355.00
	0152-801-2206-38620	1,900.00	HOUSING REHAB-2121 FINDLAY	17-0533	315113	
						1,900.00
	0152-801-2206-38620	15,656.00	HOUSING REHAB-2121 FINDLAY	17-0533	315114	
						15,656.00
	0152-801-2206-38620	3,895.00	HOUSING REHAB-2121 FINDLAY	17-0533	315115	
						3,895.00
	0152-801-2206-38620	2,329.00	HOUSING REHAB-2121 FINDLAY	17-0533	315116	
						2,329.00
MONTEREY PARK PETTY CASH	0010-801-3120-39350	28.88	PETTY CASH-NNO-HELIUM REFILL		315117	
	0010-801-3120-39300	47.42	PETTY CASH-NNO-REFRESHMENTS		315117	
	0010-801-3120-33400	74.98	PETTY CASH-NNO-TABLE COVER		315117	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-1403-22750	77.60	PETTY CASH-WATER FILTERS,PLATE		315117	
	0010-801-3210-22670	10.88	PETTY CASH-BALLONS		315117	
	0010-801-3210-22750	26.10	PETTY CASH-REFRESHMENTS		315117	
	0092-801-4221-23900	33.89	PETTY CASH-REPAIR KIT		315117	
	0075-450-0075-08600	17.39	PETTY CASH-AUDIO CABLE (TRUST)		315117	
	0010-801-6508-23050	73.24	PETTY CASH-MOVIE NIGHT POPCORN		315117	
	0010-801-1201-39400	60.00	PETTY CASH-TRAINING		315117	
						450.38
PYRO SPECTACULARS, INC.	0092-801-6508-31990	3,500.00	4TH OF JULY DISPLAY	17-0432	315118	
	0010-801-6508-31990	8,000.00	4TH OF JULY DISPLAY	17-0432	315118	
	0010-801-6508-39720	3,500.00	4TH OF JULY DISPLAY	17-0432	315118	
	0075-450-0075-08600	156.00	4TH OF JULY DISPLAY (TRUST)		315118	
						15,156.00
RALPH RONALD SALAZAR (DBA) AMERICAN	0152-801-2206-38650	2,900.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315119	
						2,900.00
	0152-801-2206-38650	2,250.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315120	
						2,250.00
	0152-801-2206-38650	4,000.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315121	
						4,000.00
	0152-801-2206-38650	2,500.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315122	
						2,500.00
	0152-801-2206-38620	18,810.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315123	
						18,810.00
	0152-801-2206-38620	14,250.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315124	
						14,250.00
	0152-801-2206-38620	3,800.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315125	
						3,800.00
	0152-801-2206-38620	1,940.00	HOUSING REHAB-1181 MIRA VALLE	17-0534	315126	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,940.00
RANDOM HOUSE, INC	0010-801-6002-40000	665.55	BOOK(S) 60		315127	
						665.55
RAQUEL RICHARDS	0010-801-1801-39550	30.96	PETTY CASH-ORAL BOARD REFRESHM		315128	
	0010-801-1801-39550	17.73	PETTY CASH-ORAL BOARD REFRESHM		315128	
	0010-801-1801-39550	29.82	PETTY CASH-ORAL BOARD REFRESHM		315128	
	0010-801-1801-39550	14.62	PETTY CASH-ORAL BOARD REFRESHM		315128	
	0010-801-1802-33100	14.58	PETTY CASH-MILEAGE		315128	
	0010-801-1801-33100	16.64	PETTY CASH-MILEAGE		315128	
	0010-801-1802-33100	9.07	PETTY CASH-MILEAGE		315128	
	0010-801-1802-39400	135.73	PETTY CASH-SAFETY TRAINING REF		315128	
	0010-801-1801-39400	89.96	PETTY CASH-457 PLAN REFRSEHMT		315128	
	0010-801-1801-39550	30.57	PETTY CASH-ORAL BOARD REFRESHM		315128	
						389.68
JOSE ROJAS	0092-701-0092-07520	3,500.00-	VOID CHECK		312242	
	0092-701-0092-07550	1,321.00-	VOID CHECK		312242	
						4,821.00-
JOSE ROSAS	0092-701-0092-07520	3,500.00	REFUND WATER METER		315129	
	0092-701-0092-07550	1,321.00	REFUND WATER METER		315129	
						4,821.00
SOUTH COAST AIR QUALITY	0010-801-4210-38100	130.57-	VOID CHECK		314661	
	0010-801-4210-38100	354.86-	VOID CHECK		314661	
						485.43-
THUNDER	0075-450-0075-08615	1,300.00	4TH JULY PERFORMER (TRUST)		315130	
						1,300.00
MARICELA VASQUEZ	0010-801-6506-22750	400.00	DAY CARE SUPPLIES		315131	
						400.00
VERIZON WIRELESS	0010-801-3205-32050	28.35	WIRELESS VOICE & DATA SERVICE		315132	

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0010-801-3210-32050	192.12	WIRELESS VOICE & DATA SERVICE		315132	
	0010-801-3220-32050	135.33	WIRELESS VOICE & DATA SERVICE		315132	
						355.80
DIANA WONG	0010-801-1201-21250	4.91	PETTY CASH-GIFT BAGS		315133	
	0010-801-1201-39400	8.00	PETTY CASH-PARKING		315133	
	0010-801-1201-39400	20.00	PETTY CASH-PARKING		315133	
	0010-801-1201-39400	3.50	PETTY CASH-REFRESHMENTS		315133	
						36.41
	TOTAL FOR PREPAID WARRANTS					**162,974.21**
	PRINTED	162,974.21				
	E-PAYABLE	0.00				

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0075-450-0075-08915	1,000.00	FARMERS MARKET RESTROOM		315144	
						1,000.00
A & R NURSERY	0010-801-6517-22100	1,000.00	LANDSCAPE SUPPLIES	17-0101	315145	
						1,000.00
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	175.00	POLICE TRAINING	17-0083	687 *	
						175.00
ADMINSURE INC.	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		315146	
						6,047.00
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22300	660.11	WILDLAND BOOTS		315147	
	0010-801-3210-22300	1,622.74	HELMET	17-0496	315147	
						2,282.85
AMERICAN TRAFFIC PRODUCTS, INC.	0022-801-4206-24100	52.13	LINELAZER TIPS	17-0213	315148	
						52.13
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	27.57	FIRE UNIFORM SERVICES		315149	
	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		315149	
	0010-801-3210-39050	62.04	FIRE UNIFORM SERVICES		315149	
						96.50
ARROYO BACKGROUND INVESTIGATIONS	0010-801-3210-31900	900.00	BACKGROUND INVESTIGATIONS		315150	
	0010-801-3210-31900	900.00	BACKGROUND INVESTIGATIONS		315150	
	0010-801-3104-38400	713.24	BACKGROUND INVESTIGATIONS		315150	
	0010-801-3104-39100	186.76	BACKGROUND INVESTIGATIONS		315150	
						2,700.00
ASTRO PLUMBING SUPPLY CO (DBA)	0010-801-4210-23050	20.88	URINAL GASKET	17-0239	688 *	
	0010-801-4210-23050	372.29	URINAL KIT,TUBE TRAP,WASTE ELB		688 *	
	0010-801-4210-23050	182.96-	WASTE ELBOW-CREDIT	17-0239	688 *	
	0010-801-4210-23050	250.63	WASTE ELBOW,WASHER,CP TUBE	17-0239	688 *	
						460.84
AT & T	0010-801-3113-32050	40.52	PHONE SERVICE		315151	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AT & T	0010-801-3201-32050	47.20	PHONE SERVICE		315151	
						87.72
ATHENS SERVICES	0022-801-4205-41200	26,625.00	STREET SWEEPING SERVICES	17-0200	315152	
	0092-801-4223-37300	100.00	WATER TRASH DISPOSAL SERVICES		315152	
						26,725.00
B W GRAPHICS	0010-801-3114-39250	1,176.70	NOTICE OF CORRECTION, INFO CARD		315153	
	0010-801-3114-21350	804.69	NOTICE OF CORRECTION, INFO CARD		315153	
	0010-801-3114-38400	506.81	NOTICE OF CORRECTION, INFO CARD		315153	
						2,488.20
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23300	569.82	STRIP WRENCH	17-0152	315154	
						569.82
BESTWAY DISTRIBUTING CO. (DBA)	0071-801-3210-38400	550.00	RE-CONNECT WASHER, EXTACTOR		315155	
						550.00
BLACK & WHITE EMERGENCY VEHICLES	0060-801-4211-38410	372.97	AMBER FLASH	17-0034	689 *	
						372.97
CALBO TRAINING INSTITUTE	0010-801-1703-33200	2,340.00	BUILDING TRAINING		315156	
	0010-801-1703-39300	185.00	BUILDING MEMBERSHIP		315156	
						2,525.00
CALIFORNIA MUNICIPAL	0010-801-1403-39300	155.00	CMTA MEMBERSHIP		315157	
						155.00
CALIFORNIA STATEWIDE COMMUNITIES	0012-801-5102-31850	2,028.00	TRUST FEE		315158	
						2,028.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	14.03	WATER SERVICE		315159	
	0092-801-4222-36300	73.48	WATER SERVICE		315159	
	0092-801-4222-36300	14.03	WATER SERVICE		315159	
	0092-801-4222-36300	247.09	WATER SERVICE		315159	
						348.63
CANON SOLUTIONS AMERICA, INC	0075-450-0075-08550	290.20	COPIER MAINTENANCE (TRUST)	17-0194	690 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CANON SOLUTIONS AMERICA, INC	0075-450-0075-08550	90.09	COPIER MAINTENANCE (TRUST)	17-0194	690 *	
	0075-450-0075-08550	200.11	COPIER MAINTENANCE (TRUST)		690 *	
	0075-450-0075-08550	210.90	COPIER MAINTENANCE (TRUST)		690 *	
						791.30
CENTURY MANUFACTURING CORPORATION	0010-801-4202-23950	576.50	STREET GRAFFITI SUPPLIES		315160	
						576.50
CHARTER COMMUNICATIONS	0092-801-4210-32050	89.98	INTERNET/CABLE SERVICE		315161	
						89.98
CINDY TRANG	0010-801-1801-39400	568.00	TUITION REIMBURSEMENT		315162	
						568.00
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	6,738.39	PARKING CITATIONS SERVICE		315163	
	0010-701-0010-03630	1,585.40	PARKING CITATIONS SERVICE		315163	
						8,323.79
CLINICAL LABORATORY OF	0093-801-4231-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	691 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	691 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	691 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	691 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	691 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		691 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4227-31950	15.00	WATER ANALYSIS		691 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	468.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	508.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		691 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS		691 *	
						1,912.00
COIT SERVICES, INC	0010-801-6506-22550	190.00	CARPET CLEANING		315164	
						190.00
COMMERCIAL AQUATIC SERVICES, INC	0010-801-6503-38200	5,572.21	AUTO CHEMICAL CONTROLLER	17-0510	315165	
						5,572.21
COMPLETE LANDSCAPE CARE, INC.	0092-801-4222-38420	1,920.00	WEED ABATEMENT	17-0491	315166	
	0092-801-4222-38420	2,560.00	WEED ABATEMENT	17-0491	315166	
	0092-801-4222-38420	960.00	WEED ABATEMENT	17-0491	315166	
	0092-801-4222-38420	1,280.00	WEED ABATEMENT	17-0491	315166	
	0092-801-4222-38420	320.00	WEED ABATEMENT	17-0491	315166	
	0092-801-4222-38420	320.00	WEED ABATEMENT	17-0491	315166	
						7,360.00
CONVERGEONE, INC.	0043-801-1404-38400	457.87	NETWORK HARDWARE MAINTENANCE		315167	
	0092-801-1404-38400	630.13	NETWORK HARDWARE MAINTENANCE		315167	
						1,088.00
CORRPRO COMPANIES, INC.	0092-801-4222-23400	2,440.00	RESERVOIR INSPECTION		315168	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,440.00
D & R OFFICE WORKS INC	0349-801-3201-39400	1,795.24	LATERAL FILE CABINETS		315169	
						1,795.24
DAILY JOURNAL CORPORATION	0043-801-1301-34050	102.00	LEGAL NOTICE	17-0073	315170	
						102.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		315171	
						500.00
DAVE BANG ASSOC., INC.	0010-801-5004-96087	18,059.43	LITTER RECEPTACLE,STRAP BENCH	17-0526	315172	
						18,059.43
DAY WIRELESS SYSTEMS (DBA)	0071-801-3210-38400	283.38	FIRE CAMERA REPAIRS		315173	
						283.38
DELL MARKETING LP	0010-801-1301-21250	600.00	COMPUTER		315174	
	0010-801-1301-21350	363.43	COMPUTER		315174	
	0010-801-6502-31150	4,181.04	COMPUTERS	17-0459	315174	
						5,144.47
DITCH WITCH OF CORONA	0092-801-4223-23300	342.43	TURBO NOZZLES	17-0154	315175	
	0092-801-4223-23300	102.02	HOOD LATCH,WASHERS,BOLTS	17-0154	315175	
						444.45
DIVERSIFIED ALARM SERVICE	0092-801-4210-38100	135.00	MONITORING SERVICES		692 *	
						135.00
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	107.13	PAINT	17-0206	315176	
	0010-801-4202-23950	213.02	PAINT ROLLER	17-0232	315176	
						320.15
EMPIRE CLEANING SUPPLY	0010-801-6517-22150	665.55	LINER		693 *	
	0010-801-6505-38250	656.77	TOWEL,TOILET TISSUE,LINER,SOAP		693 *	
	0010-801-6505-38250	870.17	TOWEL,TOILET TISSUE,SOAP,GLOVE		693 *	
	0010-801-6505-38250	633.74	TOWEL,TOILET TISSUE,MOP,CUP		693 *	
	0010-801-6505-38250	851.52	TOWEL,TOILET TISSUE,SEAT COVER		693 *	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						3,677.75
EQUIPMENT PRO, LLC	0060-801-4211-38400	136.26	LIGHT TOWER PARTS		315177	
						136.26
EUGENE M. GIANUZZI (DBA) ARROWHEAD	0010-801-3101-22320	490.50	POLICE BADGES		315178	
						490.50
EUROFINS EATON ANALYTICAL, INC.	0093-801-4231-31950	145.00	WATER ANALYSIS		315179	
	0093-801-4226-31950	815.00	WATER ANALYSIS	17-0358	315179	
	0093-801-4227-31950	1,155.00	WATER ANALYSIS	17-0358	315179	
						2,115.00
EWING IRRIGATION PRODUCTS,INC.	0010-801-6517-23300	236.77	WOVEN LS FABRIC	17-0096	315180	
						236.77
EXPRESS SERVICE, INC	0010-801-4202-11300	1,299.20	TEMPORARY STAFFING SERVICES		315181	
	0010-801-4202-11300	781.55	TEMPORARY STAFFING SERVICES		315181	
	0010-801-4202-11300	1,552.95	TEMPORARY STAFFING SERVICES		315181	
	0010-801-4202-11300	649.60	TEMPORARY STAFFING SERVICES		315181	
						4,283.30
FEDERAL EXPRESS CORP.	0010-801-1702-32200	21.06	DELIVERY SERVICES		315182	
	0010-801-3104-32200	52.62	DELIVERY SERVICES		315182	
						73.68
FENSCO SERVICES INC	0010-801-6517-38100	245.00	FENCE REPAIR/INSTALLATION		315183	
						245.00
FIESTA COOPERATIVE INC.	0109-801-6511-41200	724.39	DIAL-A-TAXI PROGRAM		315184	
	0109-801-6511-41200	738.06	DIAL-A-TAXI PROGRAM		315184	
						1,462.45
FORD OF MONTEBELLO	0060-801-4211-23500	56.77	WASHER NOZZLE		315185	
						56.77
FORWARD THINKING SYSTEMS, LLC	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		315186	
	0109-801-5004-91745	60.00	DIAL-A-RIDE GPS SERVICE		315186	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						120.00
GALL'S, INC. (DBA) GALLS/QUARTERMAS	0010-801-3210-22310	98.86	UNIFORMS-R BLAKE	17-0452	315187	
	0010-801-3210-22310	450.88	UNIFORMS-D GARCIA	17-0452	315187	
	0010-801-3210-22310	239.90	UNIFORMS-J GIN	17-0452	315187	
	0010-801-3210-22310	219.57	UNIFORMS-J GIN	17-0452	315187	
	0010-801-3210-22310	121.70	UNIFORMS-R WEDDLE	17-0452	315187	
						1,130.91
GALLADE CHEMICAL, INC.	0092-801-4222-23300	670.29	WATER CHEMICALS	17-0340	694 *	
	0092-801-4222-23300	1,107.62	WATER CHEMICALS	17-0340	694 *	
	0092-801-4222-23300	1,119.04	WATER CHEMICALS	17-0340	694 *	
						2,896.95
GAMEROOM SPECIALIST, INC. (DBA) A &	0010-801-6505-38250	1,340.58	BILLIARDS TABLE REPAIR		315188	
	0010-801-6505-38250	125.00	BILLIARDS TABLE REPAIR		315188	
						1,465.58
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		315189	
	0010-801-3113-22600	24.00	PHYSICAL		315189	
	0010-801-3113-22600	24.00	PHYSICAL		315189	
						72.00
GARVEY EQUIPMENT COMPANY	0010-801-6517-23050	1,248.83	EDGER, CHAIN GRINDER	17-0109	315190	
	0071-801-3210-38400	1,351.72	CARBIDE CHAIN,CUTTER,SP PLUG	17-0261	315190	
	0071-801-3210-38400	711.27	CARBIDE CHAIN,CUTTER		315190	
						3,311.82
GRICELDA GOMEZ	0010-801-3210-39050	17.56	FIRE-UNIFORM CLEANING		315191	
	0010-801-3210-39050	8.78	FIRE-UNIFORM CLEANING		315191	
	0010-801-3210-39050	11.77	FIRE-UNIFORM CLEANING		315191	
						38.11
GOVCONNECTION INC.	0010-801-1704-24150	249.64	MONITOR EXTENSION ARM,KEYBOARD		315192	
	0010-801-3115-24150	224.19	ADOBE ACROBAT LICENSES		315192	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GOVCONNECTION INC.	0010-801-3115-21350	252.63	ADOBE ACROBAT LICENSES		315192	
	0010-801-1403-22750	43.45	NETWORK SWITCH		315192	
	0010-801-1403-22750	11.91	MULTI-CARD READER		315192	
	0010-801-1403-22750	666.12	NETWORK ATTACHED STORAGE		315192	
	0010-801-1403-22750	94.40	VIDEO ADAPTER		315192	
	0010-801-1403-22750	79.04	UPS BATTERY		315192	
	0010-801-1403-22750	12.94	LIGHTNING CABLE		315192	
						1,634.32
GRAINGER	0010-801-4210-23700	383.11	VAPOR TIGHT FIXTURE	17-0246	315193	
	0010-801-6517-23050	726.91	STEP STAND,SAFETY GLASSES		315193	
	0010-801-6517-23050	686.80	WORK PLATFORM		315193	
						1,796.82
GRM INFORMATION MANAGEMENT	0010-801-1301-31950	746.00	DOCUMENT SYSTEM SERVICES	17-0068	315194	
	0010-801-1301-31950	23.00	DOCUMENT SYSTEM SERVICES		315194	
	0010-801-3115-38400	1,800.00	DOCUMENT SYSTEM SERVICES		315194	
	0010-801-3115-38400	231.00	DOCUMENT SYSTEM SERVICES		315194	
	0010-801-3115-38400	25.00	DOCUMENT SYSTEM SERVICES		315194	
	0010-801-3115-38400	26.82	DOCUMENT SYSTEM SERVICES		315194	
	0010-801-3115-38400	26.82	DOCUMENT SYSTEM SERVICES		315194	
						2,878.64
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	104.44	BATTERY	17-0284	315195	
	0060-801-4211-23500	584.31	ROTOR,BRAKE PAD SET	17-0284	315195	
	0060-801-4211-23500	11.96-	BATTERY-CREDIT	17-0284	315195	
						676.79
H20 RESTORATION INC.	0010-801-4210-38150	2,000.00	WATER DAMAGE CLEAN UP		315196	
	0092-801-4210-38100	2,479.55	WATER DAMAGE CLEAN UP		315196	
						4,479.55
HACH COMPANY (AKA ELE	0092-801-4222-23700	904.12	REAGENT SET	17-0140	315197	
	0093-801-4227-23300	343.13	PH GEL PROBE	17-0140	315197	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,247.25
HADRONEX, INC. (DBA) SMARTCOVER SYS	0042-801-4204-23700	120.00	STREET SMART COVER SYSTEM		315198	
						120.00
HARRINGTON INDUSTRIAL PLASTICS	0092-801-4222-23400	466.28	FTI PUMPS & PARTS	17-0304	695 *	
	0092-801-4222-23400	321.11	PRESSURE TRANSDUCER	17-0304	695 *	
	0092-801-4222-23700	78.30	VALVES	17-0304	695 *	
	0092-801-4222-23700	114.22	PVC NIPPLE,TEE,BUSHING	17-0304	695 *	
						979.91
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	1,528.00	PRE-EMPLOYMENT PHYSICALS		315199	
						1,528.00
HOME DEPOT CREDIT SERVICES	0010-801-4210-23050	73.49	LUMBER,ADHESIVE,CAULK GUN	17-0241	315200	
	0022-801-4202-22400	634.50	SHOVEL,TOWELS,CEMENT,MULTICOOL	17-0214	315200	
	0010-801-6505-38250	914.33	BUCKET,LIGHT,DUCT TAPE,DRILL		315200	
	0092-801-4222-23700	108.70	FAST SETTING CONCRETE	17-0141	315200	
	0092-801-4222-23700	86.96	FAST SETTING CONCRETE	17-0141	315200	
	0092-801-4223-23300	537.16	PAINT,BRUSH,SOCKET,HOSEBIBB	17-0141	315200	
	0022-801-4202-22400	108.73	SPRAYER,UTILITY BLADE,TOWELS	17-0214	315200	
	0022-801-4202-22400	315.79	TOP CAP BLOCK,MORTAR,CONCRETE	17-0214	315200	
	0010-801-4210-23050	228.65	TELESCOPIC POLE,SOLDER,SCRAPER	17-0241	315200	
	0010-801-4210-23050	55.54	REDUCER KIT,EPOXY PUTTY	17-0241	315200	
	0010-801-4210-23050	219.02	EZ STRIP,STRIPPER,FITTING	17-0241	315200	
	0010-801-3210-22750	109.08	NUTS,WASHERS,BAR,GAS CAN,TOUCH	17-0262	315200	
	0010-801-6517-22400	326.69	CAULK GUN,BATTERY PACK,BROOMS	17-0108	315200	
	0010-801-6517-22400	107.66	20V BATTERY	17-0108	315200	
	0010-801-6505-23050	189.75	CANOPY,WIPES,TOWEL	17-0118	315200	
	0010-801-6505-23050	389.29	CANOPY,WIPES,TOWEL		315200	
	0010-801-6505-23050	215.33-	CANOPY-CREDIT		315200	
	0010-801-6505-23050	308.97	UMBRELLA,POLE,SQUEEGEE,BROOM		315200	
	0010-801-6505-38250	299.03	SAND PAPER,GLOVE,CANOPY,TABLE		315200	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0010-801-6505-23050	272.77	CANOPY,TOWEL,WIPES	17-0118	315200	
						5,070.78
HUANG, ZHI QING (JESSICA)	0010-801-3112-38400	279.27	POLICE TRAINING		315201	
						279.27
IK CONSULTING, LLC	0465-850-3205-24150	1,905.85	ACCELA AUTOMATION TRAINING	16-0197	315202	
						1,905.85
INDUSTRIAL PIPE & STEEL	0092-801-4222-23700	169.45	ROUND TUBING		315203	
						169.45
INNOVATIVE PLAYGROUNDS COMPANY,LLC	0010-801-6508-39860	3,084.36	PLAY GROUND EQUIPMENT	17-0492	315204	
	0010-801-6503-38200	52.90	PLAY GROUND EQUIPMENT		315204	
						3,137.26
INTERWEST CONSULTING GROUP, INC	0010-701-0010-06100	6,813.75	PLAN CHECK SERVICES	17-0276	315205	
						6,813.75
IRON MOUNTAIN OFF-SITE DATA	0010-801-1403-31700	355.46	COMPUTER DATA STORAGE		315206	
						355.46
J.R. FILANC CONSTRUCTION COMPANY, I	0093-801-4224-82259	644.00	GROUNDWATER SYS SITE SIGNAGE		315207	
						644.00
JAIME YAMASHITA (DBA) FIVE POINT DE	0010-801-5004-96087	2,046.20	DEMONSTRATION GARDEN SIGN		315208	
						2,046.20
JCL BARRICADE COMPANY	0022-801-4206-23900	724.28	NO DUMPING,NO PARKING SIGNS	17-0227	315209	
						724.28
JEDA WORKS (DBA) HOUSING PROGRAMS	0880-801-2207-31950	877.50	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	877.50	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	487.50	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	325.00	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	942.50	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	780.00	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	325.00	HOUSING REHAB SERVICES		315210	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JEDA WORKS (DBA) HOUSING PROGRAMS	0880-801-2207-31950	487.50	HOUSING REHAB SERVICES		315210	
	0880-801-2207-31950	195.00	HOUSING REHAB SERVICES		315210	
	0152-801-2206-31850	331.50	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	58.50	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	994.50	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	175.50	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	1,105.00	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	195.00	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	331.50	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	58.50	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	718.25	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	126.75	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	1,215.50	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	214.50	CDBG REHAB SERVICES	17-0448	315210	
	0152-801-2206-31850	331.50	HOUSING REHAB SERVICES	17-0448	315210	
	0169-801-2201-31850	58.50	CDBG REHAB SERVICES	17-0448	315210	
						11,212.50
L A COUNTY SHERIFF'S DEPT	0136-801-3101-33250	890.00	POST TRAINING		315211	
	0136-801-3101-33250	445.00	POST TRAINING		315211	
						1,335.00
L N CURTIS & SONS	0010-801-3210-22300	1,564.86	STATION BOOTS		315212	
	0010-801-3210-22300	2,153.84	STATION BOOTS		315212	
						3,718.70
LANDSCAPE WAREHOUSE INC.	0010-801-6517-23050	1,767.25	SPRINKLER,PVC CEMENT,TAPE		315213	
						1,767.25
LASERLOCK SPECIALTIES, INC	0160-801-4211-54060	430.00	LASER HOLSTER		315214	
	0160-801-4211-54060	37.63	LASER HOLSTER-USE TAX		315214	
	0010-431	37.63-	LASER HOLSTER-USE TAX		315214	
						430.00

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LAWN MOWER CORNER/KNG POWER EQUIPME	0176-801-6516-38500	554.52	CHAIN SAWS,TIMERS,FUEL	17-0104	315215	
						554.52
LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-801-5004-99323	485.40	MDC INSTALLATION-UNIT 028	17-0342	315216	
	0160-801-5004-99323	485.40	MDC INSTALLATION-UNIT 058	17-0342	315216	
	0160-801-5004-99323	485.40	MDC INSTALLATION-UNIT 072	17-0342	315216	
	0160-801-5004-99323	485.40	MDC INSTALLATION-UNIT 955	17-0342	315216	
						1,941.60
XING LI	0092-701-0092-07520	1,557.11	REFUND WATER METER		315217	
						1,557.11
LIEBERT CASSIDY WHITMORE	0010-801-1801-31953	1,485.00	LEGAL SERVICES-PW DISCIPLINE		315218	
	0010-801-1801-31955	1,595.00	LEGAL SERVICES-HR DISCIPLINE		315218	
	0010-801-1601-31600	1,468.55	LEGAL SERVICES-GENERAL		315218	
	0010-801-1601-31600	297.00	LEGAL SERVICES-PITCHES MOTIONS		315218	
	0010-801-1601-31600	78.00	LEGAL SERVICES-POA NEGOTIATION		315218	
	0010-801-1601-31600	78.00	LEGAL SERVICES-PD MMA NEGO		315218	
	0010-801-1601-31600	2,418.00	LEGAL SERVICES-SEIU NEGO		315218	
	0010-801-1601-31600	2,922.90	LEGAL SERVICES-SEIU NEGO		315218	
						10,342.45
LIFE-ASSIST INC	0010-801-3220-22350	63.85	CALCIUM CHLORIDE	17-0079	315219	
	0010-801-3220-24200	324.18	SPONGES,CLAVE EXTENSION SETS		315219	
	0010-801-3220-22350	47.70	SALINE SYRINGE	17-0079	315219	
	0010-801-3220-24200	802.36	GAUZE,EXAM GLOVES,MASKS		315219	
	0010-801-3220-22350	12.50	ASPIRIN	17-0079	315219	
	0010-801-3220-24200	676.29	WIPES,ELECTRODES,TAPE		315219	
						1,926.88
THE LIGHTHOUSE INC (DBA)	0060-801-4211-23500	605.39	LED FLASHLIGHT,FLOODLAMP	17-0008	315220	
						605.39
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	174.00	BULK MURIATIC ACID	17-0323	315221	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	118.54	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	296.34	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	355.61	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	208.80	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	130.39	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	379.32	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	206.26	BULK LIQUID CHLORINE	17-0323	315221	
	0010-801-6503-23050	272.64	BULK LIQUID CHLORINE		315221	
	0010-801-6503-23050	257.52	BULK MURIATIC ACID		315221	
	0010-801-6503-23050	174.00	BULK MURIATIC ACID		315221	
	0010-801-6503-23050	174.00	BULK MURIATIC ACID		315221	
						2,747.42
LOGAN SUPPLY CO., INC.	0092-801-4221-23300	2,344.87	TOWELS,FUEL KIT,BATTERY,LOCK	17-0163	315222	
						2,344.87
LONG BEACH BMW MOTORCYCLES (DBA)	0160-801-4211-54060	2,464.78	MOTORCYCLE UPFITTING-UNIT 122		696 *	
	0060-801-4211-38400	26.54	HORN-UNIT 047		696 *	
	0060-801-4211-38400	371.19	SERVICE-UNIT 048		696 *	
						2,862.51
LOOMIS ARMORED US, INC.	0010-701-0010-03700	508.28	ARMORED CARRIER SERVICE		315223	
						508.28
LOS ANGELES COUNTY DEPT OF	0010-701-0010-06850	4,616.53	INDUSTRIAL WASTE INSPECTION		315224	
						4,616.53
LOS ANGELES COUNTY FIRE DEPT.	0060-801-3210-38400	929.63	TRUCK REPAIR-UNIT 256,950,984		315225	
	0060-801-3210-38400	313.99	TRUCK REPAIR-UNIT 856		315225	
	0060-801-3210-38400	338.05	TRUCK REPAIR-UNIT 950		315225	
						1,581.67
LOS ANGELES COUNTY REGISTRAR	0010-801-1301-31750	228.92	SIGNATURE VERIFICATION		315226	
						228.92

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOS ANGELES FREIGHTLINERS	0060-801-4211-23500	144.64	FITTING-UNIT 906		315227	
	0060-801-4211-38400	150.00	DPF FILTER-UNIT 018		315227	
						294.64
LYNN PEAVEY COMPANY	0010-801-3104-22750	142.41	EVIDENCE IMPRINT ROLLS		315228	
						142.41
MAK FIRE PROTECTION ENGINEERING & (	0010-701-0010-06330	340.00	FIRE PLAN CHECK	17-0080	315229	
						340.00
MARILYNN HARA (DBA) MARILYNN'S	0010-801-6517-22150	1,330.00	SAFETY BLANKET		315230	
						1,330.00
MCMASTER-CARR SUPPLY CO.	0092-801-4222-23400	66.91	CUPS,MAGNIFIER	17-0169	315231	
	0092-801-4222-23700	1,055.01	PADLOCK	17-0169	315231	
	0092-801-4222-23400	82.69	HOSE,FLASHLIGHT	17-0169	315231	
	0092-801-4222-23400	93.45	MOUNT CLAMP,FLASHLIGHT	17-0169	315231	
	0092-801-4222-23700	28.09-	PADLOCK-CREDIT	17-0169	315231	
	0092-801-4222-23700	48.29	COPER TUBING	17-0169	315231	
	0092-801-4222-23400	92.28	REFLECTIVE TAPE,BATTERIES	17-0169	315231	
	0092-801-4222-23700	231.48	CHAIN,PLACARD,SPLIT RING	17-0169	315231	
						1,642.02
MCNEILL SECURITY AND FIRE SYSTEMS (	0010-801-4210-38400	2,001.69	ALARM SERVICES		315232	
	0092-801-4222-31950	1,031.69	ALARM SERVICES		315232	
	0092-801-4222-31950	644.81	ALARM SERVICES		315232	
						3,678.19
METRON-FARNIER, LLC	0092-801-4223-23350	94.05	WATER METER REPAIR KIT	17-0423	315233	
	0092-801-4223-23350	6,385.86	FIRE HYDRANT METER	17-0423	315233	
	0092-801-4223-23350	7,294.46	ENDURO METER	17-0423	315233	
	0092-801-4223-23350	23,807.79	TOP LOAD MEASURERS	17-0423	315233	
						37,582.16
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	2,280.00	LANGLEY TAP CARD	17-0117	315234	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,280.00
MIG	0075-450-0075-08660	2,940.07	ENVIRONMENTAL SERVICES (TRUST)	17-0264	315235	
						2,940.07
MISSION SUPER HARDWARE	0010-801-6517-23050	49.89	FAN,FLUSH LEVER	17-0114	315236	
	0010-801-6517-23050	160.31	FAN,HOOK,PAINT BRUSH,TAPE	17-0114	315236	
	0092-801-4222-23700	21.71	SPRAY PAINT	17-0160	315236	
						231.91
MOBILE MINI LLC	0010-801-6508-39860	109.71	FARMER MARKET STORAGE		315237	
						109.71
MODERN TRAILER SUPPLY CO (DBA)	0060-801-4211-23500	360.42	PRESSURE WASHER		315238	
	0060-801-4211-23500	544.23	HOOK,RECEIVER		315238	
						904.65
MOTOPORT USA	0010-801-3102-22300	2,775.72	MOTORCYCLE SAFETY PANTS	17-0455	315239	
	0010-801-3102-22310	1,377.32	MOTORCYCLE SAFETY PANTS	17-0455	315239	
						4,153.04
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38150	1,188.18	PLUMBING SERVICES		315240	
	0010-801-4210-38150	1,275.00	PLUMBING SERVICES		315240	
	0092-801-4210-38100	1,640.00	PLUMBING SERVICES		315240	
	0092-801-4210-38100	416.25	PLUMBING SERVICES		315240	
	0092-801-4210-38100	277.50	PLUMBING SERVICES		315240	
						4,796.93
NATIONAL EMBLEM INC	0092-801-4222-22310	283.84	WATER EMBLEMS		315241	
	0092-801-4222-22310	493.31	CITY EMBLEMS		315241	
						777.15
NATIONAL PEN CORPORATION	0010-801-6517-22400	213.17	BRIGHT SOFT FALASHLIGHT		315242	
	0010-801-6517-22400	161.50	CALCULATORS		315242	
	0010-801-6517-22400	101.64	PARAGON PENS		315242	
	0010-801-6517-22400	91.78	PARAGON PENS		315242	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
NATIONAL PEN CORPORATION	0010-801-6517-22400	161.50	KEY RINGS		315242	
	0010-801-6517-22400	253.84	KEY CHAIN		315242	
	0010-801-6517-22400	91.78	PARAGON PEN		315242	
	0010-801-6517-22400	91.78	PARAGON PEN		315242	
	0010-801-6517-22400	91.78	PARAGON PEN		315242	
	0010-801-6517-22400	177.16	LETTER OPENERS		315242	
						1,435.93
NEC CORPORATION OF AMERICA	0010-801-3230-32050	126.25	PHONE SYSTEM SERVICES		315243	
						126.25
NET TRANSCRIPTS INC.	0010-801-3114-38400	334.32	POLICE TRANSCRIPTION SERVICES		315244	
						334.32
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	992.74	EOC PHONE SERVICE		315245	
	0010-801-3230-32050	31.02-	EOC PHONE SERVICE-CREDIT		315245	
						961.72
THANH LOAN THI NGUYEN	0010-701-0010-03630	53.00	REFUND PARKING CITATION		315246	
						53.00
NORMAN'S NURSERY INC	0010-801-6517-22100	534.65	FLOWERS,PHILODENDRON	17-0105	315247	
						534.65
OFFICE DEPOT INC.	0092-801-4222-23700	80.45	PENCILS, PAPER	17-0174	315248	
	0010-801-3205-21350	199.43	PEN,TAPE,BATTERY,	17-0199	315248	
	0010-801-3205-21350	8.15	REPLACEMENT INK PAD	17-0199	315248	
	0010-801-3205-21350	9.12	STENO BOOKS	17-0199	315248	
	0010-801-3205-21350	92.87	INK CARTRIDGE	17-0199	315248	
	0010-801-3210-21250	305.73	PAPER,MARKER	17-0199	315248	
	0010-801-3210-21350	104.49	PENS,BATTERIES,TAPE	17-0199	315248	
	0010-801-3104-39100	87.98	SLEEVES		315248	
	0010-801-3104-22750	167.02	EXTERNAL HARD DRIVE		315248	
	0010-801-3104-21200	303.20	FLASH DRIVE		315248	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0010-801-3114-21250	407.88	LABELS		315248	
	0010-801-3114-21250	48.17	COLUMNAR BOOK		315248	
	0092-801-4220-21250	78.27	DOLLY,WIPES	17-0174	315248	
	0092-801-4220-21250	386.07	PAPER,PENCIL,PLATE,SANITIZER	17-0174	315248	
	0092-801-4220-21250	13.84	CALCULATOR	17-0174	315248	
	0022-801-4202-31950	12.60	PENCIL CUP		315248	
	0022-801-4202-31950	201.34	MONITOR STAND,STAPLER,PAPER		315248	
	0092-801-4222-23700	82.91	HOT CUP	17-0174	315248	
	0092-801-4222-23700	99.12	TAB,BINDER,CREAMER,LID	17-0174	315248	
	0060-801-4211-21350	8.08	PEN		315248	
	0060-801-4211-21350	52.16	ENVELOPE,NOTE PAD,CLIP,PENCIL		315248	
	0010-801-6503-22300	41.86	LANYARDS,WREST BAND		315248	
	0010-801-6503-22300	41.86	LANYARDS,WREST BAND		315248	
	0010-801-6503-22300	91.97	PAPER,TAPE DISPENSER,TAPE		315248	
	0010-801-6503-22300	37.40-	TAPE-CREDIT		315248	
	0010-801-6503-22300	56.87	FOLDER,FASTENER,ENVELOPE,NOTES		315248	
	0010-801-6503-22300	118.40	PAPER,INDEX		315248	
	0010-801-1704-21350	55.73	PEN,FOLDER,MARKER,WATER		315248	
	0010-801-1704-21350	86.76	POCKET FILE		315248	
	0010-801-6517-22150	134.82	PRINT CARTRIDGE		315248	
	0010-801-1704-21250	62.09	TABLETOP DISPLAY		315248	
	0010-801-1702-24100	16.26	FLASH CARD		315248	
	0010-801-1702-24100	117.44	CAMERA		315248	
	0010-801-1702-22750	46.98	STORAGE BOXES,PEN		315248	
	0010-801-6517-22150	295.79	CHAIR		315248	
	0010-801-6517-22150	173.96	PAPER		315248	
						4,052.27
	0092-801-4220-21250	8.36	WATER FILTER	17-0174	315249	
						8.36

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE SOLUTIONS	0010-801-1702-21350	25.61	HAND SANITIZER,MESSAGE BOOK		697 *	
	0010-801-1403-22750	139.20	COPIER PAPERS	17-0278	697 *	
	0169-801-2201-31850	527.01	PAPER,PEN,BINDER,LABEL,STAPLER	17-0278	697 *	
	0010-801-1403-22750	1,009.89	PAPER,PEN,MOUSE,TONER,LABEL		697 *	
	0010-801-1403-22750	40.34	PEN,BINDER CLIP,PEN	17-0278	697 *	
	0010-801-1403-22750	9.55	CLEANER	17-0278	697 *	
	0010-801-1403-22750	38.04	USB DRIVE	17-0278	697 *	
						1,789.64
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	1.40	POSTAGE		315250	
	0010-801-1403-32200	80.34	POSTAGE		315250	
	0010-801-1406-32200	103.86	POSTAGE		315250	
	0010-801-1701-32200	5.27	POSTAGE		315250	
	0010-801-1702-32200	28.70	POSTAGE		315250	
	0010-801-1703-32200	13.58	POSTAGE		315250	
	0010-801-1704-32200	3.68	POSTAGE		315250	
	0010-801-1801-32200	8.66	POSTAGE		315250	
	0010-801-1802-32200	8.70	POSTAGE		315250	
	0010-801-3101-32200	17.13	POSTAGE		315250	
	0010-801-3102-32200	22.56	POSTAGE		315250	
	0010-801-3104-32200	27.70	POSTAGE		315250	
	0010-801-3113-32200	3.75	POSTAGE		315250	
	0010-801-3114-32200	55.83	POSTAGE		315250	
	0010-801-3120-32200	2.30	POSTAGE		315250	
	0010-801-3201-32200	0.92	POSTAGE		315250	
	0010-801-3205-32200	14.72	POSTAGE		315250	
	0010-801-3220-32200	14.14	POSTAGE		315250	
	0010-801-6001-32200	22.98	POSTAGE		315250	
	0010-801-6502-32200	6.44	POSTAGE		315250	
	0043-801-4212-32200	58.68	POSTAGE		315250	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0060-801-4211-32200	30.56	POSTAGE		315250	
	0075-450-0075-09230	94.02	POSTAGE (TRUST)		315250	
	0092-801-4220-32200	14.64	POSTAGE		315250	
						640.56
PLUMBERS DEPOT INC	0010-801-4210-24100	91.25	FITTING	17-0207	315251	
						91.25
PRINT SPOT	0010-801-3101-39250	147.49	PINK PATCH PROJECT		315252	
						147.49
PRISCILA DAVILA & ASSOCIATES, INC.	0169-801-2201-31850	1,885.00	CDBG REHABILITATION CONSULTING	17-0445	315253	
	0169-801-2201-31850	1,820.00	CDBG REHABILITATION CONSULTING	17-0445	315253	
						3,705.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	25.00	UNIFORMS		698 *	
	0060-801-4211-22300	25.00	UNIFORMS		698 *	
	0060-801-4211-22150	25.17	SHOP RAGS		698 *	
	0010-801-3210-22150	14.63	SHOP RAGS		698 *	
	0060-801-4211-22150	25.17	SHOP RAGS		698 *	
	0010-801-3210-22150	14.63	SHOP RAGS		698 *	
						129.60
PVP COMMUNICATIONS INC	0010-801-3112-38400	64.16	MOTORCYCLE ANTENNA		699 *	
						64.16
R DEPENDABLE CONST. INC	0010-801-5004-96069	31,254.88	YARD LOCKER,LANGLEY RESTROOM	17-0471	315254	
	0060-801-5004-96069	29,708.52	YARD LOCKER,LANGLEY RESTROOM	17-0471	315254	
						60,963.40
R S D REFRIGERATION	0010-801-4210-23400	100.48	GRIP BELTS,CARTRIDGE FILTER	17-0240	315255	
	0010-801-4210-23400	52.45	PLEATED FILTER	17-0240	315255	
						152.93
ROBERTSON'S	0022-801-4202-22400	373.79	CONCRETE	17-0222	315256	
	0022-801-4202-22400	865.41	CONCRETE		315256	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,239.20
ROYAL WHOLESALE ELECTRIC	0092-801-4222-23400	815.12	CABLE		315257	
						815.12
ROYCHEM CHEMICAL SPECIALITIES	0010-801-6517-22150	999.41	TOWELS,GRAFFITI WIPES		315258	
						999.41
RUDY'S SIGN GRAPHICS	0349-801-3201-39400	600.00	CUSTOM WORK ON TABLE-FS63		315259	
						600.00
S C FUELS (DBA)	0060-801-4211-22250	15,829.35	FUEL	17-0349	315260	
						15,829.35
SAFECHECKS	0010-801-1403-22750	833.62	WARRANT CHECK STOCK		315261	
						833.62
SAN GABRIEL NURSERY & FLORIST	0010-801-6517-22100	185.57	STAR JASMINES,GERAMIUMS	17-0090	315262	
						185.57
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	51.30	WATER SERVICES		315263	
						51.30
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	27.48	PROPANE		315264	
	0060-801-4211-22250	36.18	PROPANE		315264	
	0060-801-4211-22250	42.65	PROPANE		315264	
						106.31
SANDE EQUIPMENT COMPANY, INC.	0010-801-4202-23950	28.45	FUEL FILTER		315265	
						28.45
TERESA REAL SEBASTIAN	0010-801-1101-11100	80.00	MAYOR'S EXPENSES		315266	
	0092-801-1101-11100	60.00	MAYOR'S EXPENSES		315266	
	0043-801-1101-11100	60.00	MAYOR'S EXPENSES		315266	
						200.00
SERGIO BALANDRAN (DBA) THE SAUCE CF	0010-801-6506-31150	1,368.49	KIDVENTURE SUMMER CAMP SHIRTS		315267	
						1,368.49
SMART & FINAL #321	0010-801-3210-22750	134.80	WATER		315268	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						134.80
SNAP-ON INDUSTRIAL, A DIVISION OF I	0060-801-4211-38400	701.75	SKTSET,RACK SHELF,BREAK BAR	17-0116	700 *	
	0060-801-4211-38400	1,429.39	CHEST	17-0116	700 *	
						2,131.14
SONSRAY MACHINERY LLC	0060-801-4211-23500	118.97	FUEL FILTER-UNIT 099		315269	
	0060-801-4211-23500	509.03	WINDOW ASSY,TUBE-UNIT 099		315269	
						628.00
SOUTH COAST AIR QUALITY	0060-801-4211-41100	784.44	AQMD FEES		315270	
	0060-801-4211-41100	127.46	AQMD FEES		315270	
	0010-801-4210-38100	354.86	AQMD FEES		315270	
	0010-801-4210-38100	177.43	AQMD FEES		315270	
	0010-801-4210-38100	130.57	AQMD FEES		315270	
	0010-801-4210-38100	6.44	AQMD FEES		315270	
						1,581.20
SOUTHERN CALIFORNIA MATERIAL HANDLI	0092-801-4223-31950	192.00	FOLK LIFT REPAIR		315271	
						192.00
SPRINT CORPORATION	0010-801-3115-38400	1,366.65	MOBILE DATA SERVICE		315272	
						1,366.65
	0010-801-3115-38400	6,950.34	MOBILE DATA SERVICE	17-0126	315273	
						6,950.34
THE STANDARD INSURANCE CO.	0065-464	1,170.66	EXECUTIVE PREMIUM		315274	
						1,170.66
STETSON ENGINEERS, INC	0093-801-4226-31950	138.69	NPDES PERMIT APPLICATION	17-0311	315275	
	0093-801-4226-31950	482.13	NPDES PERMIT APPLICATION		315275	
						620.82
SUCCESS PRINTING & SIGN INC.	0010-801-6502-39250	535.33	AQUATIC RECIPTS		315276	
						535.33
SUMMIT SUPPLY CORP OF COLORADO	0010-801-6517-23050	1,008.40	BASIC GRILLS		315277	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						1,008.40
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	2,625.00	CITATION PROCESSING		315278	
	0010-701-0010-03620	11,073.00	CITATION PROCESSING		315278	
						13,698.00
SUPREME TROPHIES & GIFTS CO.	0010-801-1301-22670	10.88	NAME PLATE		315279	
						10.88
T-MOBILE USA	0109-801-5004-91745	69.84	DIAL-A-RIDE CELLULAR SERVICES		315280	
						69.84
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	125.00	D/O INSPECTION	17-0441	315281	
	0060-801-4211-22250	125.00	D/O INSPECTION	17-0441	315281	
						250.00
RICHARD R. TERZIAN	0010-801-1702-31600	1,075.00	BUILDING HEARING SERVICES	17-0503	315282	
						1,075.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3111-22310	200.65	UNIFORMS-C HUBERT	17-0087	315283	
						200.65
LAURA R. TORRES-HOAGLAND	0159-801-6507-31930	66.30	INSTRUCTOR-RECREATION CLASS		315284	
	0159-801-6507-31940	33.15	INSTRUCTOR-RECREATION CLASS		315284	
	0159-801-6507-31940	53.30	INSTRUCTOR-RECREATION CLASS		315284	
						152.75
TSG ENTERPRISES, INC. (DBA) THE SOI	0093-801-4224-82259	500.00	LABOR COMPLIANCE PROGRAM	17-0527	315285	
						500.00
RICHARD TULLIUS	0349-801-3201-39400	135.71	REIMBURSEMENT-WOOD		315286	
	0349-801-3201-39400	178.56	REIMBURSEMENT-LAQUER		315286	
						314.27
U S ARMOR CORP	0010-801-3104-22300	22.00	SHOULDER STRAPS		315287	
						22.00
U S SAFETY AND SUPPLY COMPANY	0092-801-4223-22300	72.29	QWIK STIKS, GLOVES	17-0181	315288	
						72.29

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ULINE, INC.	0010-801-1703-22750	105.70	METAL RIM TAGS		315289	
						105.70
UNDERGROUND SERVICE ALERT	0092-801-4223-31950	181.50	UNDERGROUND UTILITY SERVICES		315290	
						181.50
UNITED PARCEL SERVICE	0010-801-1407-32200	270.90	DELIVERY SERVICES		315291	
	0010-801-3103-32200	10.81	DELIVERY SERVICES		315291	
	0010-801-3205-32200	284.71	DELIVERY SERVICES		315291	
						566.42
VERIZON WIRELESS	0022-801-4206-32050	59.51	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-4209-32050	8.60	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-4212-32050	7.21	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4221-32050	15.27	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4222-32050	0.44	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4223-32050	63.12	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-6517-32050	6.20	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4222-32050	152.04	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-1408-32050	0.22	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-1702-32050	2.70	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-3112-32050	130.52	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-4209-32050	44.22	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-4212-32050	107.79	WIRELESS VOICE & DATA SERVICE		315292	
	0010-801-6517-32050	56.62	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4221-32050	53.63	WIRELESS VOICE & DATA SERVICE		315292	
	0092-801-4222-32050	0.22	WIRELESS VOICE & DATA SERVICE		315292	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						860.57
JULIE MARIE VILLANUEVA	0445-801-6005-39250	67.69	PETTY CASH-POSTER PAPER		315293	
	0010-801-6001-21250	10.88	PETTY CASH-NAMEPLATES		315293	
	0010-801-6006-22450	64.97	PETTY CASH-MOVIES POPCORN		315293	
						143.54
VINNIE'S PORTABLE WELDING	0092-801-4222-38420	650.00	WATER WELDING SERVICES		315294	
						650.00
VISTA PAINT CO.	0092-801-4222-23700	420.46	PAINT,TAPES		315295	
						420.46
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23050	1,210.81	LOW VOLTAGE CABLE		315296	
	0010-801-4210-23050	771.46	POST BOLLARD,COUPLING		315296	
	0010-801-4210-23050	62.57	FLUOR FIX		315296	
						2,044.84
NICOLE C. WANG	0075-450-0075-08200	814.00	REFUND GRADING BOND (TRUST)		315297	
						814.00
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	158.69	OIL FILTER	17-0285	701 *	
	0060-801-4211-23500	201.15	AIR CONDITIONER-UNIT 072	17-0285	701 *	
	0060-801-4211-23500	70.74	ACCUMULATOR ASY-UNIT 072	17-0285	701 *	
	0060-801-4211-23500	60.18	AIR HIGH FLOW VALVE	17-0285	701 *	
	0060-801-4211-23500	20.61	RADIATOR FILLER	17-0285	701 *	
	0060-801-4211-23500	13.05-	DELCO BATTERY-REFUND		701 *	
						498.32
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	VOLATILE ORGANIC COMPOUNDS		315298	
						508.00
WEST COAST ARBORISTS, INC.	0092-801-6508-39860	856.00	TREE MAINTENANCE SERVICES	17-0282	315299	
						856.00
WESTCO SERVICE COMPANY	0010-801-4210-38150	355.00	AIR CONDITIONING REPAIR		315300	
	0010-801-4210-38150	535.00	AIR CONDITIONING REPAIR		315300	

* Indicates an E-Payable transaction

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WESTCO SERVICE COMPANY	0010-801-4210-38150	1,069.00	AIR CONDITIONING REPAIR		315300	
	0010-801-4210-38150	830.00	AIR CONDITIONING REPAIR		315300	
	0010-801-4210-38150	1,349.00	AIR CONDITIONING REPAIR		315300	
	0010-801-4210-38150	305.00	AIR CONDITIONING REPAIR		315300	
						4,443.00
WHITTIER FERTILIZER CO.	0010-801-6517-22100	193.05	POTTING SOIL, SOIL MIX	17-0107	702 *	
						193.05
WILLIES TIRES AND ALIGNMENT	0060-801-4211-23500	853.55	TIRES		315301	
						853.55
WITTMAN ENTERPRISES	0010-801-3220-31400	4,582.00	AMBULANCE BILLING SVC.	17-0271	315302	
	0010-801-3220-31400	1,970.00	AMBULANCE BILLING SVC.		315302	
						6,552.00
X-IGENT PRINTING, INC	0109-801-4201-31960	1,431.51	SPIRIT BUS TRANSFER CARDS		703 *	
	0109-801-4201-31960	574.18	SPIRIT BUS SCHEDULE/MAP		703 *	
	0043-801-4208-39250	268.93	BULKY ITEM PICKUP HANGERS		703 *	
						2,274.62
ZUMAR INDUSTRIES, INC.	0022-801-4206-24100	103.31	RETIREMENT SIGN		704 *	
	0110-801-4202-23600	1,109.77	STREET SIGN		704 *	
						1,213.08
	TOTAL FOR REGULAR WARRANTS					**428,456.49**
	PRINTED	405,898.65				
	E-PAYABLE	22,557.84				

* Indicates an E-Payable transaction

TOTAL FOR PREPAID WARRANTS	162,974.21
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	405,898.65
TOTAL FOR PRINTED E-PAYABLES	22,557.84
TOTAL WARRANTS	591,430.70
TOTAL VOID CHECKS	5
TOTAL PREPAID CHECKS	50
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	159
TOTAL E-PAYABLES PRINTED	18
TOTAL CHECKS ISSUED	227

FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	34,053.14	209,923.43	243,976.57
0012	RETIREMENT FUND	0.00	2,028.00	2,028.00
0022	STATE GAS TAX FUND	0.00	30,076.39	30,076.39
0042	SEWER FUND	0.00	120.00	120.00
0043	REFUSE FUND	0.00	947.48	947.48
0060	CITY SHOP FUND	63.86	56,135.10	56,198.96
0065	PAYROLL CLEARING ACCOUNT	0.00	1,170.66	1,170.66
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	2,896.37	2,896.37
0075	SPECIAL DEPOSITS FUND	1,473.39	5,639.39	7,112.78
0080	WORKERS COMP FUND	0.00	6,047.00	6,047.00
0092	WATER FUND	23,762.82	74,130.13	97,892.95
0093	WATER TREATMENT FUND	0.00	5,075.95	5,075.95
0109	OPA PROPOSITION A	0.00	5,937.98	5,937.98
0110	MEASURE R FUND	0.00	1,109.77	1,109.77
0136	POST	0.00	1,335.00	1,335.00
0152	HOME HOUSING PROGRAM	103,621.00	5,027.75	108,648.75
0159	RECREATION FUND	0.00	152.75	152.75
0160	ASSET FORFEITURE	0.00	5,049.01	5,049.01
0169	CDBG FUND	0.00	5,119.26	5,119.26
0176	MAINTENANCE DISTRICT 93-1	0.00	554.52	554.52
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	2,709.51	2,709.51
0445	LITERACY TRUST GRANT	0.00	67.69	67.69
0465	GROUND EMERG MEDICAL TRANSPORT	0.00	1,905.85	1,905.85
0880	CITY/HOUSING SPECIAL REVENUE	0.00	5,297.50	5,297.50
	TOTAL	**162,974.21**	**428,456.49**	**591,430.70**

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCELA INC	0010-801-1703-38400	35,110.18	BUILDING SOFTWARE SUBSCRIPTION	18-0001	315134	
						35,110.18
AT & T	0010-801-3112-32050	1,098.85	PHONE SERVICE		315135	
	0022-801-4206-32050	149.62	PHONE SERVICE		315135	
	0092-801-4222-32050	127.10	PHONE SERVICE		315135	
						1,375.57
BIG AIR BUENA PARK, LLC	0010-801-6506-31150	967.50	DAY CARE EXCURSION		315136	
						967.50
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	377.86	SPECIAL EVENT INSURANCE(TRUST)		315137	
						377.86
MIGUEL GALLARDO	0010-801-1801-22670	1,377.00	EE APPRECIATION LUNCHEON		315138	
						1,377.00
MONTEREY PARK PETTY CASH	0010-801-3120-39250	98.73	PETTY CASH-HELIUM TANK REFILL		315139	
	0010-801-3120-39250	94.62	PETTY CASH-NNO REFRESHMENTS		315139	
	0010-801-3120-39250	99.54	PETTY CASH-NNO REFRESHMENTS		315139	
	0010-801-3120-39250	79.07	PETTY CASH-COVER,STEAM PAN		315139	
	0010-801-3120-39250	99.71	PETTY CASH-NNO REFRESHMENTS		315139	
	0092-801-4220-39400	35.00	PETTY CASH-WATER TRAINING		315139	
	0092-801-4220-39400	35.00	PETTY CASH-WATER TRAINING		315139	
	0092-801-4222-31950	35.00	PETTY CASH-WATER TRAINING		315139	
	0092-801-4222-31950	35.00	PETTY CASH-WATER TRAINING		315139	
	0092-801-4222-31950	35.00	PETTY CASH-WATER TRAINING		315139	
	0010-801-6517-22150	11.95	PETTY CASH-TABLE COVER		315139	
						658.62
PACIFIC TELEMANAGEMENT SERVICES	0010-801-6502-32050	153.00	PHONE SERVICE		315140	
						153.00
RED WING SHOE STORES	0010-801-1703-22300	225.00	SAFETY BOOTS-T TRAN		315141	
						225.00

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
THE STANDARD INSURANCE CO.	0065-464	585.33	EXECUTIVE PREMIUM		315142	
						585.33
SUCCESS PRINTING & SIGN INC.	0159-801-6509-31880	3,186.80-	VOID CHECK	17-0307	314663	
	0075-450-0075-08610	402.38-	VOID CHECK		314663	
						3,589.18-
	0075-450-0075-08610	402.38	PLAY DAYS BANNER (TRUST)		315143	
	0159-801-6509-31880	3,186.80	CASCADES PRINTING		315143	
						3,589.18
	TOTAL FOR PREPAID WARRANTS					**40,830.06**
	PRINTED	40,830.06				
	E-PAYABLE	0.00				

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GABRIEL VAZQUEZ (DBA) BRAND ME UP L	0010-801-6503-22300	362.70	AQUATIC UNIFORM		315303	
						362.70
GOVCONNECTION INC.	0010-801-6502-31150	317.88	ADOBE ACROBAT SOFTWARE		315304	
						317.88
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		315305	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		315305	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		315305	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		315305	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		315305	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		315305	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		315305	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		315305	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		315305	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		315305	
						13,042.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0043-801-1404-31700	3,850.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0092-801-1404-31700	3,908.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0093-801-4226-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315306	

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNOWLES-MCNIFF	0093-801-4227-31700	259.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0093-801-4228-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0093-801-4229-31700	199.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0093-801-4231-31700	265.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0093-801-4232-31700	212.00	FINANCE SOFTWARE MAINTENANCE		315306	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE		315306	
						12,500.00
SCAN/ NATOA	0010-801-6509-39350	80.00	RECREATION MEMBERSHIP		315307	
						80.00
	TOTAL FOR REGULAR WARRANTS					**26,302.63**
	PRINTED	26,302.63				
	E-PAYABLE	0.00				

TOTAL FOR PREPAID WARRANTS	40,830.06
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	26,302.63
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	67,132.69
TOTAL VOID CHECKS	1
TOTAL PREPAID CHECKS	10
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	5
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	15

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	39,415.15	9,271.30	48,686.45
0022	STATE GAS TAX FUND	149.62	524.08	673.70
0043	REFUSE FUND	0.00	4,951.21	4,951.21
0060	CITY SHOP FUND	0.00	1,716.66	1,716.66
0065	PAYROLL CLEARING ACCOUNT	585.33	0.00	585.33
0075	SPECIAL DEPOSITS FUND	377.86	0.00	377.86
0092	WATER FUND	302.10	7,627.05	7,929.15
0093	WATER TREATMENT FUND	0.00	1,359.00	1,359.00
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0159	RECREATION FUND	0.00	0.00	0.00
	TOTAL	**40,830.06**	**26,302.63**	**67,132.69**

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-B.

TO: The Honorable Mayor and City Council

FROM: Joseph Leon, City Treasurer

SUBJECT: Monthly Investment Report – June 2017

RECOMMENDATION: It is recommended that the City Council:

(1) Receive and file the monthly investment report; and

(2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of June 30, 2017 invested funds for the City of Monterey Park is $92,488,796.63.

BACKGROUND:

In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted by:

Joseph Leon
City Treasurer

Prepared by:

Annie Yaung, CPFO
Interim Director of Management Services

Approved by:

Ron Bow
Interim City Manager

CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF June 30, 2017

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%		240,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/17	09/04/18	1.25%		200,000.00
CATHAY BANK	08/14/16	08/14/18	1.20%		100,000.00
EVERTRUST BANK	11/14/16	11/15/17	1.20%		100,000.00
EVERTRUST BANK	10/12/16	10/12/17	1.15%		150,000.00
FIRST GENERAL BANK	08/15/15	08/15/17	1.00%		240,000.00
PLAZA BANK	08/30/16	02/28/18	1.25%		245,000.00
PREFERRED BANK	06/06/17	06/06/18	1.25%		100,000.00
PREFERRED BANK	03/03/17	03/03/18	1.25%		140,000.00
ROYAL BUSINESS BANK	06/23/17	06/23/18	1.30%		250,000.00
ALLY BK MIDVALE UTAH	09/17/15	09/18/17	1.25%		245,000.00
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%		245,000.00
BMW BK NORTH AMERICA	09/23/15	09/18/17	1.20%		245,000.00
KEY BANK, N.A.	09/30/15	10/02/17	1.15%		245,000.00
SALLIE MAE BANK	10/07/15	10/09/18	1.65%		245,000.00
GOLDMAN SACHS BANK	10/14/15	10/16/17	1.15%		245,000.00
CAPITAL ONE NATL BANK	10/21/15	10/23/17	1.15%		245,000.00
MEDALLION BANK	10/26/15	04/26/18	1.25%		245,000.00
WEBBANK	10/30/15	07/30/18	1.25%		245,000.00
WELLS FARGO BANK	11/12/15	11/13/18	1.40%		245,000.00
BMO HARRIS BANK	11/18/15	11/20/17	1.25%		245,000.00
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%		245,000.00
CADENCE BANK	02/10/16	02/18/18	1.25%		245,000.00
SANTANDER BANK	02/17/16	08/17/17	1.00%		245,000.00
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%		200,000.00
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%		245,000.00
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%		245,000.00
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%		245,000.00
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%		245,000.00
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%		245,000.00
WHITNEY BANK	01/25/17	01/25/19	1.55%		245,000.00
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%		245,000.00
MERRICK BK SOUTH	04/19/17	04/18/19	1.50%		245,000.00
AMERICAN EXPRESS BANK	05/03/17	05/04/20	1.80%		245,000.00
LAKESIDE BANK CHICAGO	05/10/17	05/11/20	1.65%		245,000.00
BANK OF HOPE	05/26/17	11/26/19	1.70%		245,000.00
WEX BANK	06/02/17	06/02/20	1.80%		245,000.00
BROOKLINE BANK	06/29/17	06/29/19	1.65%		245,000.00
TOTAL CDs (38)		Average	1.000%	9.30%	8,580,000.00
LA COUNTY TREASURY POOL		ON DEMAND	1.290%	90.40%	83,590,058.59
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.780%	0.30%	318,738.04
TOTAL INVESTMENTS				100.00%	**$ 92,488,796.63**

BANK BALANCE: [(1)]	$ 2,931,761.18
AVERAGE MATURITY DAYS	44
AVERAGE INTEREST RATE FOR THE MONTH	1.293%

THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.

INTEREST EARNINGS FOR 4TH QUARTER 2016-2017 (CUMULATIVE)	$ 211,968.18
THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.	
3-MONTH T-BILL	0.98%
CERBT STRATEGY 1 FYTD RETURN:	10.26%

(1) Bank balance is maintained to cover outstanding warrants and payroll checks as well as compensated balances.

City Council Staff Report

DATE: JULY 19, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-C.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

FROM: SCOTT HABERLE, FIRE CHIEF

SUBJECT: AWARD OF CONTRACT – FIRE DEPARTMENT BILLING AND COLLECTION SERVICES

RECOMMENDATION:

It is recommended that the City Council:

1. Award the billing and collection services contract to Wittman Enterprises, LLC and authorize the City Manager to execute an agreement in a form approved by the City Attorney. Funds are budgeted in the Fiscal Year 2017-2018 Adopted Budget and cost recovery as provided in the City's FY2017 Master Schedule of Fees and Charges; and

2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Staff issued a Request for Proposal for Emergency Medical Services and Fire Prevention billing and collection services and administration of the Paramedic Ambulance Subscription Program. Staff seeks City Council consideration to award the contract to Wittman Enterprises, LLC.

BACKGROUND:

The Monterey Park Fire Department provides pre-hospital emergency medical services and ambulance transport. Service is provided by State licensed firefighter/paramedics and emergency medical technicians. Due to the complexity of health care and billing regulations and requirements, the Fire Department has been utilizing the services of an outside vendor to conduct the billing and collection services, which is currently Wittman Enterprises ("Wittman"). Their current agreement expired June 30, 2017; however, a First Amendment to the Agreement was executed to extend the term to September 30, 2017 to provide sufficient time to conduct and Request for Proposal process. The RFP was issued on May 29, 2017 with the deadline of June 15, 2017.

In addition to the Emergency Medical Service Billing and Collection services, staff included Fire Prevention inspections, annual fire permits, and miscellaneous billing services and program administration of the Paramedic Ambulance Subscription Program. The Fire Department annually processes over 10,000 invoices per year for these programs, which entails document review, preparing and mailing invoices, tracking and addressing past due payments, investigating returned mail issues, determining change of ownerships or business closures, addressing property owner changes, making follow up phone calls, and reconciling accounts and updating program ledgers. The staff time required to handle these programs is well beyond the current staffing levels. With minimal staff available to handle these services, obtaining a company to handle these tasks would enable a much more timely and efficient process.

The RFP was mailed May 29, 2017 via certified, return receipt to the following companies:

- E.Republic, Inc. – Returned mail, Unable to Forward
- Reliable Supply
- EMS Management & Consultants
- Prime Vendor Inc.
- PST Services, Inc.
- Managed Resources
- Intemedix – Returned Mail
- Wittman Enterprises
- CJIS Group – Returned Mail, Unable to Forward
- Guardian
- Maginnis Knechtel & McIntyre, LLP

As staff received only one proposal, Wittman Enterprises, phone calls were made to to determine the reasons for a non-submittal. As noted above, three of the RFPs were returned in the mail. Responses from the phone calls, if any, were as follows:

- eRepublic – Publishing and Marketing firm that collects proposals but does not provide the service;
- Maginnis, Knechtel, & McIntyre – Company's primary focus is tax and audits and felt they did not have enough expertise for what the Fire Department is seeking;
- Managed Resources – billing and collections services, but no longer handle EMS billing and collections services;
- The remaining companies – a voice mail message was left and no return calls have been received.

The sole proposer, Wittman, was founded 26 years ago and serves over 110 EMS/Fire agencies, 90 of which are located in California.

Wittman's clients are exclusively the Fire/EMS industry. Although their primary services are EMS billing, they also provide Fire Inspection billing to recover costs associated with building plan reviews and fire and life safety inspections, false alarm billing, and paramedic membership program administration. Wittman staff work diligently and discretely with clients, patients, and insurance companies starting from review of the emergency medical reports for treatments and treatment codes, medical coding, medical necessity, appropriateness of charges for services based on services rendered, and overall completeness. Coding with the appropriate payor, patient condition, and charges are normally done within 48 hours of receipt. Wittman also handles submittal and coordination with insurance companies, Medicare and Medi-cal subsequent billing, as well as handling of delinquent accounts. Their Medicare and Medi-cal specialists are well-versed in Federal and State laws, implementation of the fee schedule, and follow-up on government payers and appeals. The company also has a Revenue Assurance Team knowledgeable with appropriate laws, mandates, Insurance Codes, and Health and Safety Codes, which works to collect payments, file appeals, and if applicable, address non-compliant insurance issues. In addition, staff continuously monitors legislative activities, legal issues, and other industry actions to ensure up-to-date knowledge of industry trends and changes and shares this information with its clients.

The Cost Proposal provided by Wittman, (Attachment A – Section 5) reflects a very reasonable rate schedule for EMS billing, the Fire Prevention Programs, and the Paramedic Subscription Program. For the quality of services Wittman consistently provides, the revenue and cost recovery services, and outstanding customer services to both our patients and to the City, staff recommends Council consideration to award a five year agreement with Wittman Enterprises.

FISCAL IMPACT:

Fiscal Year 2017-2018 provides a budget of $82,782 for EMS billing and collection services in Account No. 0010-801-3220-31400. In addition, the FY2017 Master Schedule of Fees contains authority to assess third party costs for Fire Prevention and Life Safety plan reviews, inspections, and permits.

Approved by:

Ron Bow
Interim City Manager

Respectfully Submitted:

Scott Haberle
Fire Chief

Reviewed by:

Mark Hensley via email

Mark D. Hensley
City Attorney

ATTACHMENTS:

1. Wittman Enterprises Response to RFP

ATTACHMENT NO. 1
WITTMAN ENTERPRISE RESPONSE TO RFP

ORIGINAL

wittman*enterprises* | Setting the Standard for EMS Billing

Response to:
Request for Proposals for
Provision of Billing Services:
EMS | Fire Prevention | Membership Program

June 15, 2017

CITY OF MONTEREY PARK

RFP Contact:
Russ Harms, Director of Business Development
Phone: 916.669.4628 direct
rharms@webillems.com

Wittman Enterprises, LLC I 11093 Sun Center Drive, Rancho Cordova, CA 95670 I 855.611.0056 | www.webillems.com

TABLE OF CONTENTS

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

SECTION 1: *Introduction*

Letter from our CEO

June 15, 2017

Thank you for the opportunity to reintroduce ourselves and our qualifications to the City of Monterey Park. Since 1991 Wittman Enterprises, LLC has provided our clients complete ambulance and fire reimbursement billing services in compliance with current local, state, and federal laws and statutes. We follow and exceed currently accepted standards for accurate, consistent, and best EMS billing practices while maximizing revenue, honoring your collections philosophy, and treating each of your patients, citizens, and visitors as our own.

As your EMS billing partner since 1991, Wittman Enterprises has maintained a strong customer service accountability platform that provides your team with direct phone numbers and real access to all management staff, starting with our CEO. Additionally, specialized Wittman Staff is assigned to your team so that the City and EMS/Fire have direct access to the person(s) on our team who can best help with whatever situation may arise. Our Client Liaison team is always available to help identify key resources you need to get your desired results in a timely manner.

We look forward to continuing our longstanding partnership with the City of Monterey Park: providing what you want when you need it. During our many years conducting your work together we have been pleased to help customize your program to meet and exceed *your* needs and goals. *Our* goal is to continue that work and provide the expertise and flexibility needed in order to keep your program successful. We have never strived to be the largest EMS billing agency but expect to be the best for you.

I welcome this opportunity to provide this full response to the continued needs of your program that demonstrates our understanding of your project requirements and allows us to address the many positive nuances of your program and our enthusiastic and continued support of it. ***I encourage you to contact any of our 19 Los Angeles County references, our 90 California EMS/Fire partners, or any of our clients to hear firsthand about the positive working relationship we so value with our clients.*** Wittman Enterprises is eager to continue our work with the City of Monterey Park and continue that same positive working relationship with you.

My best,

Corinne Wittman-Wong

Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
916.669.4608 direct | 855.611.0056 toll free
cwittmanwong@webillems.com

RFP Requirement: *Statement of Interest and Qualifications*

Thank you from each of us on your contract management team for the opportunity to provide the City of Monterey Park this RFP response for *Billing Services: EMS, Fire Prevention Inspections, and Paramedic Ambulance Subscription Program Administration.* Wittman Enterprises, LLC, an EMS/FIRE Billing and Collection Specialist, is pleased that our high standards of performance continue to exceed the City's demands for the following fundamental objectives.

- For more than 26 years (since 1991 for the City of Monterey Park) Wittman Enterprises has provided our clients complete ambulance billing services and solutions, accounts receivable management services, and collection services for Basic Life Support ("BLS"), Advanced Life Support ("ALS"), and non-transport services in compliance with current local, state, and federal laws and statutes, in accordance with HIPAA regulations.
- Since 1991, Wittman Enterprises, LLC has been dedicated exclusively to the EMS/FIRE industry and chooses to be expert in the EMS/FIRE billing and collection industry rather than diversify into any other medical billing fields.
- We efficiently and effectively file claims with governmental programs such as Centers for Medicare and Medi-Cal ("CMS") and the Veterans Administration, as well as commercial health insurance.
- Wittman Enterprises follows and exceeds currently accepted standards for accurate, consistent, and best EMS/FIRE billing practices.
- We are licensed, insured, bondable, and HIPAA compliant for the State of California.
- Wittman Enterprises currently provides EMS/FIRE billing and collection services to more than 110 public EMS/FIRE departments: 90 in the State of California *(including 19 Los Angeles County Partners)*, making us the **largest California-based EMS/FIRE billing provider** in the state.
- We will continue maximizing revenue for the City while honoring your collections philosophy and treating each of your patients, citizens, and visitors as our own.

Submittal of our Proposal can be taken as prima facie evidence that we have full knowledge of the requested scope, nature, quality, and quantity of the work to be performed and detailed requirements and conditions under which the work is to be performed. Our proposal represents our understanding of the Request for Proposal based on the information provided in the RFP. It also demonstrates the full scope of our qualifications, dedication, and experience needed to continue providing the City of Monterey Park with the best solutions for your EMS/Fire billing and collection program.

RFP Requirement: *Project Understanding Description*

Monterey Park's EMS/Fire billing program requires that we provide "billing, collection, and account receivables management services for the Fire Department Emergency Medical Services (EMS), Fire Prevention Inspection billing, tracking and collection services, accounts receivables management services, and Paramedic Ambulance Subscription Program administration and management." We have ***no concerns*** regarding scheduling, concept, or other project expectations as described in your RFP *Section V* (Expectations and Requirements). Additionally we are pleased to understand, accept, and meet the RFP Technology Requirements (RFP *Section VI*); EMS Billing Requirements (RFP *Section VII*); Fire Prevention Inspections and Miscellaneous Billing (RFP *Section VIII*); and all other associated sections and requirements.

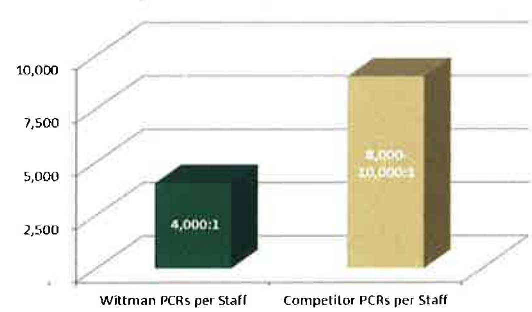
EMS/Fire Partner Satisfaction

The City of Monterey Park can continue to count on Wittman Enterprises (WE) to conducting diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner. ***Our personal approach and higher levels of service greatly exceed industry standards.*** Your expectations and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program. Wittman maintains our industry-leading lowest claims-per-staff ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Our comprehensive and ongoing training program allows us to continuously improve the business activities that we conduct on behalf of Monterey Park and ensure that you receive the maximum legal reimbursement available. ***We do not strive to be the largest EMS/FIRE billing company but expect to be the best.*** The secret to our clients' successful reimbursement is ultimately the personal attention we apply to each of their accounts. Simply put, it is the dedication to our process that combines the best in technology with the ***commitment of people*** to perform the hard work necessary to pursue elusive insurance Payers, successfully appeal Medicare and insurance denials, and work effectively through difficult reimbursement issues such as Medi-Cal cutbacks. The significant efforts we undertake as a commitment to our EMS/FIRE partners allow us to meet and exceed client expectations (and requirements as set forth in your RFP) and achieve high client/customer satisfaction.

What Makes Us Truly Different: **Lowest Claims-per-Staff Ratio**

Our EMS/FIRE billing and collection success is tied directly to the ratio of PCRs to the number of quality people assigned to your project. ***We believe that people are the key to our success.***

Assigned PCRs per Staff Member



As part of our own *Comprehensive Revenue Recovery* philosophy, Wittman does not pursue just "the easy" money. Many of our competitors have elected to automate many processes as cost saving measures to stay competitive. However, without people reviewing each claim, you are only able to collect from clean, straightforward claims that do not require additional research. Complex claims prove too difficult for automated systems since they are processed by algorithmic programs. Many believe algorithms will not be advanced enough for many years, if ever, to properly understand and interpret the nuances of the English language. Yet many competitors seem willing to spend money on new (and often unproven) technology and eliminate valuable human resources that make an EMS/FIRE billing and collection systems work.

At Wittman Enterprises, we have chosen a different path. ***Wittman innovates by fully embracing automated and technological advances while wholly recognizing that our quality service is reliant upon our talented people providing you the best level of service.*** We believe in our people and our results speak for themselves. In addition to collecting from Medicare, Medi-Cal, and private insurance, we aggressively appeal all denials, research all private pays to find viable insurance, and we work with patients to arrange alternate methods of repayment. We believe our 26 years of EMS/FIRE billing success is a result of the ratio of quality people to the percentage of billed dollars collected. Using an effective balance of electronic and human resources, Wittman collects more than $155,000,000 annually for our clients. We believe that while technology is enormously helpful; it is only as good as the people managing it.

Performance

With a proven commitment to customer and patient service Wittman Enterprises conducts your business as if your patients were our own. This starts with **valuing** customer service with everything we have done as a Company since 1991 ***(living up to our Dedicated Response Time Commitment; providing ongoing and comprehensive Staff Training; availability of our Bilingual Staff; meeting regularly with our partners quarterly, etc.)***. We also strive to provide up-to-the minute looks directly into our billing system and multiple ways to view records, reports, and other valuable information through our **Client Portal**. For ePCR interfacing and ultimate billing accuracy we work closely with most ePCR vendors like ***Digital EMS*** to ensure the quality of data we receive on your behalf for the billing process.

Finally, from all of these important areas we constantly monitor the quality of our work on your program through a series of KPIs customized to ensure the success you should expect. We are transparent to the point that our EMS/FIRE partners have as much access to data and trends as they need to evaluate the success of our team at meeting your goals.

Dedicated Response Time Commitment

Wittman Enterprises' goal is that each client and patient reaches a live person when they call into our single business office located near Sacramento, CA. If our EMS/FIRE partners or their patients do not reach a live person during regular business hours, they will be provided the option to leave a voicemail and offered instructions on submitting an email inquiry. Wittman personnel will respond the same day during normal operating hours or within 24 business hours when that is not possible.

RFP Requirement: *Conflict of Interest Statement*

Wittman Enterprises, LLC hereby certifies that there are no persons, firms, associations or corporations who are known to have any material, financial or other interest in any contract that may be awarded pursuant to this contract, who are in any way affiliated with or related to the City of Monterey Park, or any of their employees, agents or representatives.

RFP Requirement: *Request for Proposal Form*

TO BE SUBMITTED WITH PROPOSAL

REQUEST FOR PROPOSAL FORM

PROVISION OF BILLING, COLLECTION, AND ACCOUNTS RECEIVABLES MANAGEMENT FOR EMS SERVICES AND FIRE PREVENTION AND PARAMEDIC SUBSCRIPTION PROGRAM ADMINISTRATION FOR THE CITY OF MONTEREY PARK

Proposals are due no later than: June 15, 2017 by 2:00 P.M.

The City of Monterey Park is seeking proposals from qualified firms to provide billing, collection, and accounts receivables management for EMS Services and Fire Prevention Inspections and Miscellaneous Billing and Paramedic Ambulance Subscription Program Administration.

1. Return Original Proposal plus two copies to:

   City of Monterey Park
   City Clerk
   320 West Newmark Avenue
   Monterey Park, CA 91754

   Reference: EMS Billing Cost Proposal

2. Proposer must honor proposal prices for 180 days.
3. Proposals must include this Proposal form and be signed by the Proposer's authorized representative.
4. Award of contract will be made by the City Council based upon the criteria set forth in the RFP and will be made based upon the best qualified proposer rather than the lowest price.

PROPOSER TO READ

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

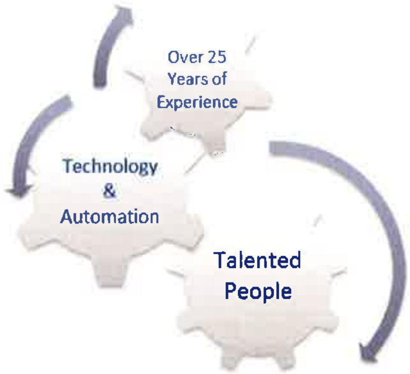
Wittman Enterprises, LLC	11093 Sun Center Drive | Rancho Cordova, CA
Company	Address
Corinne Wittman-Wong	Corinne Wittman-Wong
Name (Print)	Signature
(855)611-0056 (toll free)	CEO
Company Telephone No.	Title of Person Signing Proposal

SECTION 2 – FIRM ABILITIES & EXPERTISE

SECTION 2: *Firm Abilities and Expertise*

Qualifications

Wittman Enterprises has customized service innovations for our partners in the EMS/FIRE transport industry since 1991. **We serve over 110 public EMS/FIRE clients, including 90 in California, and bill more than 500,000 claims annually.** Our superior staff specializes in EMS ambulance transport billing, First Responder billing, Assessment billing (Treat-No-Transport), and Fire Recovery Billing—continually auditing our work to ensure maintained high quality of billing and collection service.



The importance of these characteristics is that any number of claims will be handled with the same quality assurance. We fully embrace automated and technological advances and recognize that our quality service is also reliant upon our talented people to provide you the best level of service. Wittman looks forward to continuing our EMS/FIRE partnership with Monterey Park, providing what you want when you need it.

We provide industry-leading services to EMS/FIRE partners like you to help you continue providing cost-effective programs and responsive services enhancing the quality of life for the citizens in the City of Monterey Park, while balancing the financial accountability needs of your citizens. Our approach provides the lowest claims-per-employee ratio, generally resulting in 10-20% higher collection rates than our competitors. Wittman Enterprises believes our approach leads to the most complete and cost-effective choice for the City's EMS/FIRE billing and collections program.

EMS/Fire Billing Experience

Wittman Enterprises was founded 26 years ago with the promise of providing expert and personal attention to our EMS/Fire partners and their billing programs. This will never change. Wittman is dedicated exclusively to the EMS/Fire industry and chooses to be expert in that industry rather than diversify into other medical billing fields. Our excellent reputation is gained from professional relationships with providers and third-party payers, as well as from our sensitive yet collection-oriented communications with patients and their representatives. ***Since our only business is EMS/FIRE billing, our specialized staff is dedicated and expertly trained in this field.*** We have a long and successful history of meeting and exceeding client expectations and service deadlines. From the beginning of your project, we anticipate and manage for you issues such as Medicare compliance and revalidation, reconciliation of payments from legacy billing accounts, responses to legal and other requests, and customization of a reporting program surpassing your specific needs.

Customized Solutions

Since 1991 Wittman Enterprises has provided products and services specifically designed to assure that EMS transport, First Responder, and Fire Service providers like the City of Monterey Park are reimbursed in a timely manner for services they provide. We get our EMS/FIRE partners their maximum reimbursement available. Our services and proven performance include above-industry standards associated with facilitating cost recovery for emergency and preventative services. Solutions include:

- ***Ambulance Transport Billing and Fire Service Fee Recovery***
  We provide our clients complete Fire and EMS billing services in compliance with current local, state, and federal laws and statutes. Wittman follows and exceeds currently accepted standards for accurate, consistent, and best Fire/EMS billing practices while maximizing revenue: honoring your collection philosophy and treating each of your patients, citizens, and visitors as our own.
- ***ePCR Integration***
  We accept electronic files from most ePCR companies. At Wittman Enterprises we don't stop there. Our EMS/FIRE Partners receive a customized import mapping each field to ensure the most accurate import possible from your ePCR provider.
- ***Fire Inspection Billing***
  Wittman Enterprises provides clients Fire Inspection Billing and Collection Services. Many state and local statutes allow governments to recover their costs associated with building plan reviews and fire and life safety inspections. Following your local guidelines we bill and collect on your behalf for reimbursement for inspection services such as:
  - Inspections for Construction Permits (fire sprinkler, fire alarm, and fire standpipe systems)
  - Inspections for Operational Use Permits (hazardous and dangerous functions, for example)
  - Inspections for Business Fire Code Compliance.
  - Any additional inspections included in the City's Fire Response Cost Recovery service line.
- ***False Alarm Billing***
  Comprehensive False Alarm programs help reduce wasteful false alarm runs by maintaining a database of repeat offenders and assessing them with approved and proper fees. Wittman would partner with Monterey Park Fire working with property/business owners; alarm service contractors, alarm service monitoring companies and/or automatic fire sprinkler contractors to reduce problems associated with repeated responses to system-generated 'false alarms.' We provide this billing and collection service to our partners for reimbursement of services performed. Wittman Enterprises will help you stay on top of your reimbursable costs associated with false alarms, getting you your maximum legal reimbursement available.
- ***Membership Program Support***
  Wittman Enterprises can work with you on your membership administration and/or administer the program for you. While many of our clients simply send us their updated Membership lists for billing purposes only, several enjoy full-service administration of their programs which can include membership renewals, membership billing and collection, and mailing campaigns to reach new subscribers.
- ***First Responder Billing and Collection:*** **Optional Service**
  In an effort to help recover the costs associated with deploying first responder personnel and emergency vehicles, agencies more and more are exploring the option of charging a first

responder fee and recouping associated costs for the responses. We help you process, bill, and collect these reimbursement costs.

- ***Treat-no-Transport Billing and Collection (Assessments):*** **Optional Service**
  When patients refuse transport, or an ambulance crew determines that ambulance transportation is not appropriate, many departments now employ treat-no-transport fees as a way to help offset reasonable and associated costs for providing the service. Wittman works with you and/or your ambulance provider to bill this fee for you if you retain your own NPI number.
- ***Additional Services Available:*** **Optional Services**
  Wittman creates programs that meet your individual needs. We offer a variety of services that may be stand alone or combined with our ambulance billing services. If you need a service that is not listed in this response please contact us to discuss; because, our goal is always to provide you a suite of services that truly meets the needs of the City. Other options include:
  - Survey Letters | HIPAA Notices of Privacy Practices

Project Approach

We Value Customer Service

As an extension of your City's EMS/FIRE program, Wittman Enterprises maintains a strong customer service accountability platform that provides your team with direct phone numbers and real access to all management staff, starting with our CEO. Additionally, specialized Wittman staff is assigned to your team so that the City has direct access to the person on our team who can most help with whatever situation may arise. Our Client Liaison team is also available to help identify key resources you may need to get the results you want in a timely manner.

Customer Service Representatives are responsible for the follow-up on private insurance, private pay, and balance-billed accounts. They are responsible for over 10,000 calls weekly to and from patients while processing insurance payments and denials, patient insurance information, and patient disputes. Our Customer Service Representatives are available Monday through Friday from 8:30 AM to 4:30 PM PST to serve your patient needs. Our toll-free number has multiple lines available for patients, clients, insurance companies, attorneys, and third parties to call for information or to discuss account status. Our system accepts voice mail messages and routes calls to appropriate person and/or voicemail box 24 hours per day. Our phone system was recently upgraded ensuring the most effective solution and intuitive routing of calls for both the City and your patients.

Multilingual Staff

Wittman Enterprises employs several Spanish, Chinese, and Vietnamese-speaking Customer Service Representatives in management and non-management positions. Such valuable resources provide your patients with the highest quality of service possible. On rare occasions, if a patient speaks a language we are not staffed to service, we utilize *Language Line Services* to assist those customers effectively. Currently, Wittman employs 16 bilingual staff members that are available to assist with calls.

Quality Assurance: Training Program for Continuous Improvement

Team Training

Each of our teams meet weekly to go over and document training topics, industry and job-specific updates, staff questions, and SOP reviews. Teams are required to provide an agenda for each meeting and take attendance to verify staff team training and participation for each team meeting. Agenda items typically include but are not limited to the following:

- Case Studies/Best Practices Training
- New Client Transition
- First Responder Clients
- Industry/Job Training and Updates
- CMS Updates
- Noridian, Novitas Updates
- Coding/ICD-10 Training
- Errors and Exceptions Reporting

Continuous Education

Wittman Enterprises requires employees to not only stay current on industry and individual job requirements, but to continue to push their learning curve through continuing education and bring our clients the best qualified staff in our industry. For in-house training, attendance is taken and individual HR files are updated to maintain a list of continuing education projects each employee has undertaken. Additionally, outside-house training is documented via program participation and/or CEU certification.

In-House Continuous Education Examples

- *Telephone Doctor*: Continuous Customer Service Training
- Business Communications
- The 7 Habits of Highly Effective Managers

Outside Continuous Education Examples

- Certified Ambulance Coders (CAC) Continuing Education
- New Manager Training
- Project Manager Training
- HIPAA Officer Training
- Medicare and Medi-Cal Billing

Quality Assurance: Key Performance Indicators

Tracking and examining accounts receivable, and *Payment Average* (revenue) are useful tools helping us judge how "quickly" and efficiently we are getting our clients their maximum and legal reimbursements. This doesn't work as well as a snapshot in time but rather as a comparison tool from period to period. Additionally, *A/R Days* are monitored regularly to ensure the most consistent and effective results possible, analyzing how long it takes from the billing date to when we receive payment on your behalf.

In this example the account's A/R Days are calculated by:

- Getting the Average Charge per Day: last 3 months charges divided by the number of days in those 3 months; and

February	March	April	Total Charges for the 3 Months	# of Days in this 3 Month Period
$486,938	$529,350	$490,601	$1,506,889	92

- Dividing the A/R Balance by the Average Daily Charge, giving us how many days of charges are outstanding.

Average Charge per Day	A/R Balance	A/R Days
$16,379.23	$1,022,531	62

When the work is being managed appropriately your outstanding A/R should not usually be more than three months of charges. Much of this key information will be provided in your Year-to-Date Revenue Report along with several other Key Performance Indicators (KPIs).

In addition to these reviews, our operations director uses department KPIs to analyze trends, performance, and to address any anomalies before they become issues.

Billing Department

- Trending of Transports
- Month-End Report Comparisons and Reconciliations

Customer Service Department Workflow Timeliness

- Hospital Data Exchange
- Mail Returns
- Private Mail
- Medicare Signatures
- Missing or incorrect phone numbers

Cash Receipts Department

- Payments monitored for timeliness and unusual trends
- Refunds Trending

City of Monterey Park Documentation Training

As needed, we provide regular updates of changes to industry regulations and practices as well as revenue enhancement reviews with City EMS/FIRE and Accounting staff. Documentation training for field personnel can be helpful in maintaining compliance with governmental requirements and helps in the developing of partnership perspective between the field crews and their billing office. We will plan conferences with you to discuss accurate run reports/charge tickets, specific codes, and other required documentation. Effective training also helps ensure Wittman Enterprises receives all material and information necessary for the effective collection on claims through a clean and accurate process. Trainings and program evaluations are done through in-person visits, quarterly contacts, internet, conference calls, go-to-meeting and Skype conferences, and whatever means necessary in maintaining cooperative excellence in our EMS/FIRE partnership. For example, last year we completed a week-long series of webinars designed to explain and show examples of the new ICD-10 documenting requirements for Medicare. The training was accompanied by FAQ's, important industry links, and a variety of tools found on our website at http://www.webillems.com/ICD-10-Code-Implementation/.

Our training is customized to reflect audit areas such as crew documentation, billing, coding, eligibility, etc. Along with other performance and accuracy metrics, we regularly audit all of these areas in our PCR audits. For them, our billing team pulls a minimum of 100 random claims to establish a clear pattern of documentation compliance and/or deficiency. Your Client Liaison will review these numbers with you regularly and work closely with you to establish documentation training strategies to fit your program best. Additionally, depending on the ePCR you use, most of these areas are available for viewing on the **Client Portal**. Other trends identified will also be part of your Quarterly Client Connect meetings with Jennifer Gentry, your Client Liaison.

City of Monterey Park Staff

Wittman Enterprises looks forward to regular contact with City and Fire staff for direction on specific accounts, balance adjustments, QA/QI, and other procedures requiring your authorization. Occasionally, when we have exhausted our resources and need help completing missing information, clarifying unclear or incomplete narratives, we may request assistance from our regular City/Fire contacts that are often able to acquire the information from their own resources. However, ***as your billing partner, Wittman generally does not require additional tasks from City/Fire staff as it is our job to support your billing and reimbursement program.***

Provider Scope of Work

We are a full-service billing agency that conducts effectively the full range of tasks associated with ambulance billing. As part of creating and maintaining the most efficient and effective billing system partnership between the provider (City of Monterey Park) and Wittman Enterprises, the following are the basic provider responsibilities generally accepted as current standards of best practice. All programs are customized to meet and exceed the needs of our clients – following as many standards of best practice as practically possible. :

- Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises for billing purposes.
- Forward to Wittman all necessary information relating to patient transport services, payments and patient eligibility.
- Provide clarifications when questions arise regarding documentation.
- Notify Wittman Enterprises of any accounts that require special attention.
- Notification if addendums are made to a Patient Care Report after it has been submitted to Wittman Enterprises.
- Obtain signature of patient or guardian.

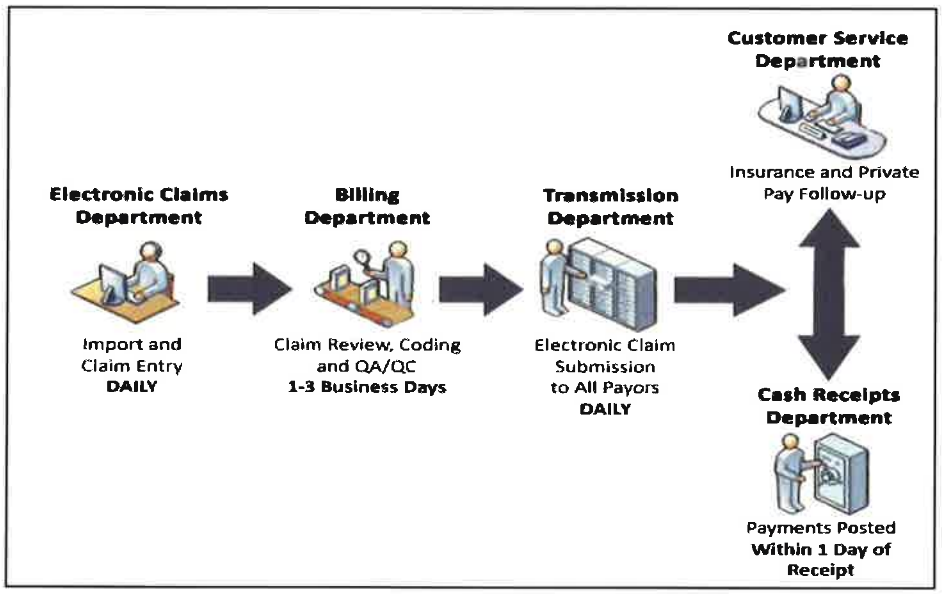
- Provide patient's social security number.

These are usually minimally time-consuming and can be typically accomplished via email or through our secure FTP site at your convenience. ***We strive to provide the highest level of service possible and minimize your time commitments to the process.***

Requests for Changes in City of Monterey Park-Provided Data

We do not normally anticipate requesting any changes in data collection by the City/EMS/FIRE Department, provided we receive the City's ePCRs and PCRs with appropriate documentation filled out completely—meeting industry, Medicare, Medi-Cal, HIPAA, and other billing standards and requirements. Over the course of our partnership together we will work with the City and Fire/EMS staff, developing and maintaining a collaborative process to obtain any missing data needed for billing if needed.

Billing to Payment Cycle



Records Confirmed and Screened for Completeness

All PCRs received by our Billing Team are thoroughly reviewed for treatments and treatment codes, medical condition (ICD-10) codes, medical necessity, appropriateness of charges for services based on services rendered, and overall completeness. Coding with the appropriate payer, patient condition, and charges normally occur within 48 to 72 hours of receipt. PCRs with incomplete information may be referred back to the transporting agency for the missing information, if and when hospital face sheets are not available. Patient accounts with private insurance, Medicare, and Medi-Cal information are billed immediately. If insurance information is not available on the initial call report, additional research is conducted to locate any available insurance. When no insurance can be identified, the patient's account is then set up for private billing.

Locating and Verifying Insurance

All insurance and third party payer information provided is verified online or by phone. By identifying the correct payer for a patient's claim before it is ever billed, we consistently keep our percentage of incorrect billings very low. In the event that the incorrect insurance is billed, our customer service representatives contact the patient or receiving hospitals for the correct insurance information. ***Denials are simply not acceptable.***

Hospital Patient Records Systems

Creating a mutually beneficial partnership with your destination hospitals is a key part of our transition schedule when we begin our work with you. Initial contact is usually started even before the contract has been finalized. Initially, most hospitals elect to exchange data through a fax solution where Wittman submits an information request on a regular basis. Once the information is retrieved, the face sheets are faxed back to Wittman for further processing. This is an effective short-term solution; however, we then work with HIPAA compliance and IT teams at each hospital to attempt to establish a more efficient mode of information transfer. Typically, faxed requests will take a minimum of two working days before we might expect to receive the requested information from the hospital.

As part of this proposal, we commit to introducing ourselves to your top receiving hospitals to discuss how we can work together to implement a more effective, streamlined process. Expediting the initial set-up is important and we will continue to work with hospital Health Information Management (HIM) personnel to set up a more efficient option: a scheduled VPN or FTP "data dump." In combination, the two methods ensure regular exchange of information and the retrieval of hospital face sheets in the most expedient way allowed.

Follow-Up Protocols

As mentioned above, our comprehensive collection services include working with your receiving hospitals to obtain patient demographics to ensure the highest level of collection possible. We also gather additional information via secured email, VPN, fax, and phone calls to the financial offices of the hospitals or skilled nursing facilities. Wittman Enterprises engages a variety of other processes and resources in the course of following up on accounts with inadequate billing information including:

- Use of Zip Code/Street Directories for obtaining missing/incomplete addresses in addition to our own proprietary address.checker program and MelissaData.com
- Use of Accurint.com for tracing mail returns
- Contacting the EMS Division to locate missing information from Run Reports
- Contacting the patient or family members for billing or insurance information
- Personal contact with the patient or patient's family via phone or email
- Mailing inquiry forms to the patient

Assignment Authorization

Based on our extensive EMS/FIRE billing experience, we have found that the most efficient billing and collection programs are a direct result of a strong partnership between Wittman Enterprises and our client. That concept is particularly important when discussing patient signature authorizations. Agencies are not permitted to file claims to Medicare without the signature of the patient, designated guardian, or witnessed declaration that the patient is not able to sign. Recognizing that there are times when obtaining these signatures is simply not feasible; Wittman has developed a solid process in partnership with you, to address missing and invalid signatures. This process includes both education and direct patient contact to obtain required forms. Patient signature authorizations can significantly impact revenue if not diligently pursued in a timely manner.

Patient Database

For 26 years we have compiled an extensive Patient Database containing thousands of patient records and demographics with patient historical data. Our California database has been growing since 1991 when we began our partnership with our original 8 California clients (we now have 90 CA clients). Our L.A. County and Southern California database has been growing ever since. This comprehensive Patient Database allows us to cross-reference accounts and streamline the billing process in a more efficient and thorough manner. We do this under the strictest HIPAA compliance regulations to ensure proper patient confidentiality.

Identification of Payment Sources

When insurance information is incorrect or incomplete, our Customer Service Representatives work with hospitals and the patient to obtain current and accurate information. When initial patient contact is made, insurance eligibility is verified with the patient still on the phone. This prevents billing delays and allows customer service representatives to inform patients if there are any problems with the insurance information provided.

Wittman electronically bills all Medicare, Medi-Cal, qualified primary and secondary insurance sources, workers compensation, health maintenance organizations, third party liability, benefit programs, and self-insurance programs. Those who do not accept electronic claims are billed via generated paper statements mailed directly to them.

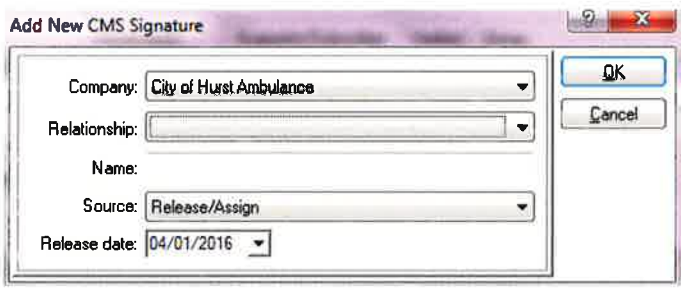
For auto accident-related accounts, we determine from the patient whether they have med-pay through their automobile insurance, we are billing a third party insurer, or if they have retained the services of an attorney. Depending on the patient's response, we will either bill the patient's med-pay or private health insurance, bill the responsible party or we will work with the patient's attorney to set up a lien against their personal injury case. All appropriate follow-up on accounts occurs regularly by specialized personnel in our Customer Service Department.

Wittman Enterprises, LLC has also worked on several large insurance bankruptcies. These bankruptcies have affected the revenue of our clients. Through our efforts, we have been able to obtain for our clients up to 80% of unsecured debt owed by several of these insurance companies. *Most of our competitors opt to forego this process as it can take years to settle these cases.* It takes many hours of correspondence and re-billing to the bankruptcy courts to net our clients payments that otherwise would have been written off.

Medicare Billing

For incidents where no Medicare insurance information was noted by the paramedic, Wittman Enterprises requests insurance information and an authorization signature from the patient. Once a patient responds to our request(s) for Medicare insurance information, and/or if our electronic scrubber identifies patient Medicare insurance information, we complete the following steps:

- Step 1: Our billing team determines the level of service on every PCR we receive, then adds any applicable charges, and evaluates the incident for medical necessity per Medicare guidelines.
- Step 2: Our billing team electronically confirms Medicare eligibility and updates all newly-provided information to our billing system. We always check eligibility when the patient is over the age of 65 and we have been provided a Social Security Number or Medicare ID. We will also check for eligibility information on the PCR or hospital face sheet when the patient has been identified as a Medicare recipient.
- Step 3: Patient signature is added to their account once we have received it from them or if it is provided with the initial incident report.



- Step 4: All available transport information is either uploaded automatically to the billing system or the biller manually enters/verifies transport information from the PCR.

- Step 5: The primary payor is updated in our billing system and Medicare is billed electronically.

Medi-Cal Billing

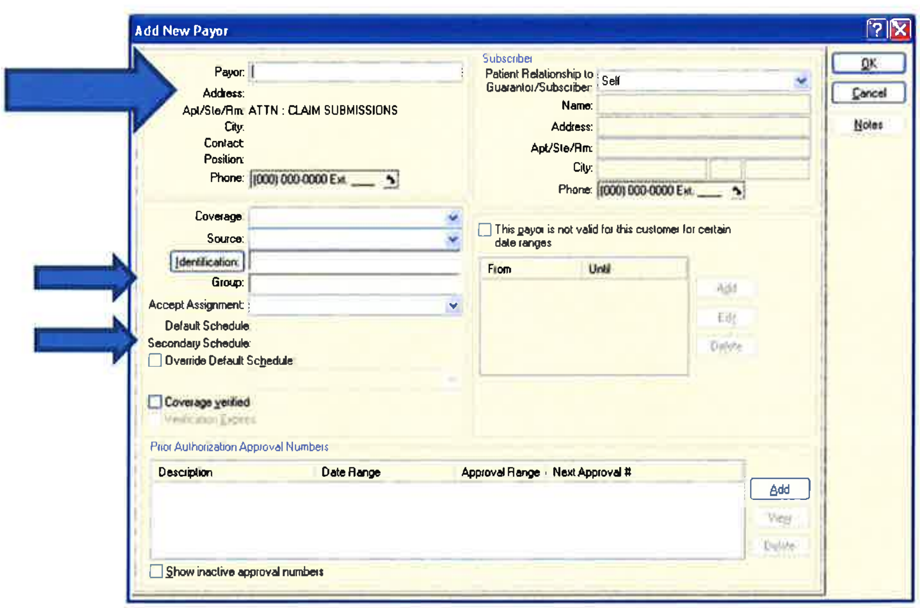
The detailed steps for billing Medi-Cal are mostly the same as those for billing Medicare as previously detailed. There is an additional step that is taken in addition to the Medicare Standard Operating Procedure:

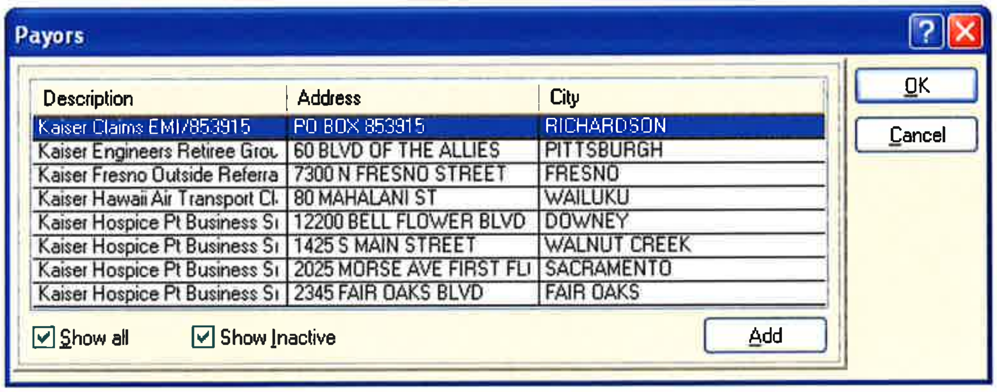
- As with Medicare, we check eligibility whenever we are provided the patient's Social Security Number or Medi-Cal ID. Our billers determine the level of service and add any applicable charges. Once we have received eligibility we clarify whether it is a straight Medi-Cal Plan, or a Medi-Cal HMO plan, and update the payor in our billing system to submit the claim to the proper Medi-Cal payor.

Private Insurance Billing

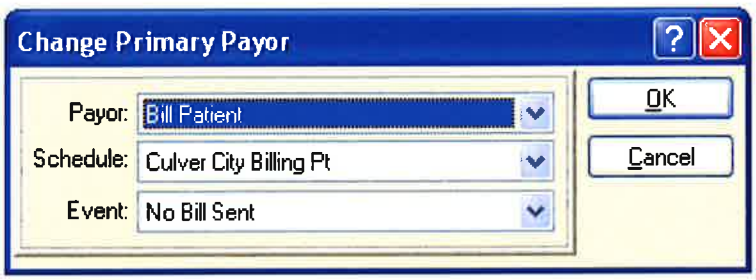
After a patient responds to our request(s) for insurance information, and/or if our electronic scrubber identifies patient private insurance information, we complete the following steps:

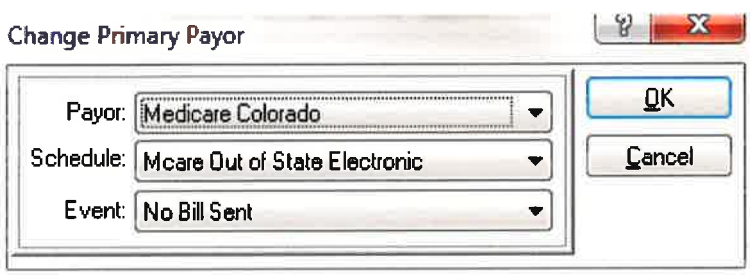
- Step 1: The patient writes their insurance information on the correspondence they are returning or; the patient sends a copy of their insurance card.
    - Billing team updates all newly-provided information in our billing system
    - Billing team electronically confirms eligibility of insurance
    - Billing team calls insurances when necessary to verify patient eligibility
- Step 2: If the patient is confirmed eligible we add the payor to the patient's account along with their coverage and insurance identification information.





Step 3: The billing department notates the account and changes the primary payor from self-pay to insurance.





Step 4: After double-checking the primary payor, billing team submits bill via keystroke to the correct paying insurance (electronically for those companies providing that method of claim submission, or through the mail for all others).

Denied or Disallowed Claims

Wittman Enterprises pursues every claim and follows through with every denial so that all legitimate revenue is collected on behalf of our clients. Denials are not accepted; in fact as a policy we appeal all claims where the denial has appeal rights and we determine that an appeal is warranted. Additionally, Wittman demands payment with the appropriate interest from non-compliant insurance companies.

Medicare Denials

Medicare may deny claims for any number of reasons such as a patient without Part B coverage on the date of service, incorrect patient information on the claim, Medicare is a secondary payer, the patient has a Medicare Advantage plan, and many others. Wittman Enterprises actively appeals and processes all denials, making sure our clients get their maximum legal reimbursements. Our thorough process starts with reviewing the denial code and includes:

- Identifying the course of action based on the denial code
- Further researching Medicare Eligibility
- Verifying payer primacy between patient insurance and Medicare coverage
- Locating Medicare Advantage plan coverage
- Reviewing modifiers and codes for accuracy
- Checking EOBs for reported non-covered services or for no Part B coverage
- Billing secondary payers such as insurance and Medi-Cal as necessary
- Correcting information requested on denial and resubmission to Medicare, supplemental insurance, Medi-Cal, and the patient to reflect all necessary changes
- Scheduling a call-back date to follow up on resubmission
- Notating the account so that it reflects up-to-the-minute status of every claim

Medi-Cal Denials

Not all Medi-Cal denials are provided to us in the same way. Most are received in traditional Explanation of Benefit (EOB) format where codes are given and definitions for the codes are provided on the EOB. Others are returned in letter format only without codes or any clear reason for the denial. Our procedures for processing Medi-Cal denials include:

- Reviewing EOB/letter to verify if a payment was issued, and to identify the explanation for the listed code. This primary step is key for determining the type of denial received and what course of action to take for ultimate payment.
- Further investigating patient's Medi-Cal eligibility and modify claim data if necessary.
- Identifying hierarchy of payers. Assuming Medi-Cal is the primary; add appropriate denial code along with any other necessary changes.
- Resubmitting claim to Medi-Cal.
- Scheduling a call-back date to follow up on resubmission.
- Notating the account so that it reflects up-to-the-minute status of every claim.

Insurance Denials

Health Plans and Medical Groups issue denials when all or parts of a claim are not paid. There are several types of denials. Some are issued correctly according to the patient's insurance policy and/or billing guidelines while others are incorrect due to an error by the health plan when processing the claim. Our standard operating procedures include:

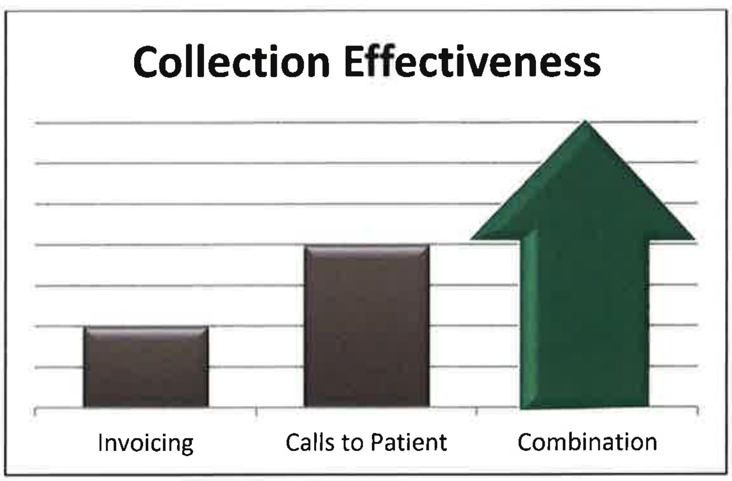
- Verifying whether the denial is based on "Not a Covered Benefit", "Not Eligible", "Unable to identify as a Member" or, "Primary Insurance Paid more than Allowed", for example.
- If there is another billable insurance on file, sending a claim to that insurance, attaching the denial received.
- If there is no other billable insurance on file, contacting the patient to inform them of the denial and request any other insurance information.

- When corrected information is received from the patient, updating the payer information and send a claim and a copy of the PCR to that insurance with the denial received attached.
- When there is no viable insurance policy to bill, no Member or Resident program, converting the claim to private pay and billing directly to the patient.

We have a significant number of Standard Operating Procedures (SOPs) covering numerous scenarios for processing denials for Medicare, Medi-Cal, and Private Insurance. Our SOPs are also available to you for review if you would like a more exhaustive explanation of our various methods.

Self-Pay Accounts

Surveys from the *American Collectors Association* indicate that patients are more motivated to make payment from a telephone call than repeated collection notices. However, by combining telephone calls and collection notices, an agency can further increase the effectiveness. We have found this to be true through the personal attention given to our clients and their patients. Our first call to a private account occurs immediately after data entry of the incident into the system and automated and/or manual searches for previous accounts for the same patient have been completed. This verification call allow us to determine if the patient has insurance or any special circumstances that will make it difficult to pay the bill in a reasonable amount of time. The early establishment of contact with the patient is beneficial in establishing a working relationship with the patient on an individual level. We believe our system of invoices, statements, delinquency notices, and individual letters in conjunction with telephone follow up, is an industry best practice producing results for your organization.



Self-Pay Bill Schedule

Wittman Enterprises customizes your private bill schedule to reflect the City's needs. These schedules work in conjunction with our billing program, tracking accounts receivable and assigning them to customer service representatives for making follow-up calls. Following are **two examples** of customized bill schedules:

No Insurance Information Provided – Example Schedule

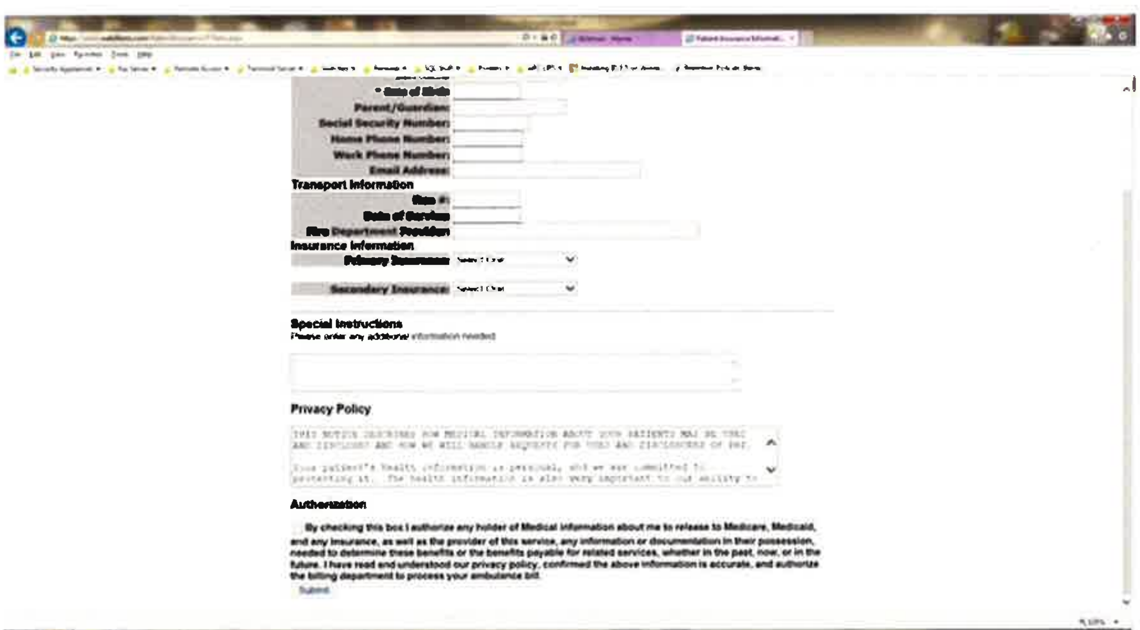
Action	Time Line
Information Request Letter	Immediately
Phone call to patient	Within 3-5 Business Days
Hospital Request for Information	Within 5-10 Business Days
Send Second Notice	At 30 Days
Phone call to patient	At 30 Days
Hospital Request for Information Sent	At 40 Days
Send Past Due Notice	At 45 Days
Phone call to the Patient	At 55 Days
Send Final Demand	At 70 Days

Patient Signature Required – Example Schedule

Action	Time Line
Medicare Signature Required: Letter	Immediately
Phone call to patient	Within 3-5 Business Days
Patient signature required Invoice	At 35 Days
Patient signature required Past Due Notice	At 55 Days
Phone call to patient	At 60 Days
Patient Signature required Final Notice	At 70 Days

Patient Portal

For many years Wittman has provided patients with Portal access. Each invoice, statement, and letter mailed to patients provide a website link for them to access, login, provide insurance information, make a payment, or simply inquire about their bill. This site is available 24 hours a day, 7 days a week. We respond to patient inquiries within one business day.



Patient Payment Options

Wittman Enterprises will affect positive collections for the City's financial requirements while providing compassionate service to your patients—doing everything possible to attain reimbursement for your claims. With that goal, we try to provide as many payment options as possible so that patients have choices of how best to make payments to their accounts. Whether they mail their check payment or credit card billing information, provide their credit card information over the phone, set up a limited installment payment plan, or prefer to access our Credit Card Payment Portal, we make it as simple as possible for patients to submit their payments.

Credit Card Portal

Based on your preferences, we provide credit card payment options for your patients who wish to have bill payments processed this way. Patients are informed through our correspondence and our customer service staff how they can make credit card payments to their accounts. Limited Wittman staff is authorized to accept credit card information over the phone and our automated Credit Card Portal allows patients to securely pay their bills using our online reporting module. Additionally, our IT team can provide seamless links so that patients may also connect to the **Credit Card Portal** through City of Monterey Park's website. Alternatively, several clients provide virtual merchant terminals to us so that we can deposit credit card payments directly into their existing system. Like all of our services, this can be customized to fit the needs of your city and your program.

Installment Payments

For patients unable to pay their full balance owed, Wittman follows *your* policies in regards to self-pay accounts. This could include minimum payments accepted and the duration of the private pay contract. Based on our experience, we have found that limiting payback duration to one year usually provides the best results for our clients. Patients have the option of making their monthly payments by check or credit card. They may also set up an AutoPay agreement with a signed authorization where payment is automatically withdrawn from their credit card each month.

Processing Funds: Live Cash

Many of our EMS/FIRE billing partners prefer and we recommend the Live Cash method of processing payments. Payments are sent directly to us, processed and posted to the account, and deposited into the City's bank account. Due to our meticulous auditing, balancing, and reconciliation processes your monthly reports will balance with your bank statements to the penny. Great care is taken from the opening of correspondence and payment envelopes by a specific group of staff (minimum double custody treatment and handling protocols). Patient accounts are updated and verified for accuracy before any checks are prepared for deposit. In all cases, double-custody procedures are followed so that payments are always within at least two cash receipt staff's hands. Finally, we limit processing of payments and remote deposit logins to a maximum of two people to control deposits completely.

Payments made by check are scanned and deposited remotely to your bank account (or directly at the bank by designated personnel if remote banking is not a service your bank provides). Cash payments are handled directly by the president of the company. For Electronic Funds Transfers ("EFT") required by federal insurance providers such as Medicare, we post Electronic Remittance Advices ("ERA") to patient accounts immediately upon receipt. Since requirements vary greatly from agency to agency regarding payments and funds received, Wittman Enterprises will work closely with the City of Monterey Park to customize this function during the initial set-up process. This includes working with a lockbox-oriented program and "dead cash" based deposits depending on client preferences. We have over 100 clients of whom many use the lockbox deposit-based system.

Payments Processing

Payments received are posted to the proper account within one day, noting the source of that payment. All charges applied to a patient's account are retained as a permanent record of their medical history. Full payments posted that result in a zero balance require no further action. When partial payment is made, it will be posted and the balance transferred to the appropriate pay source. For example, a Medicare payment would be posted with the appropriate write downs due to mandatory contractual obligations; and the patient's remaining responsibility would be transferred for billing to the secondary insurance or to private billing directly to the patient when no additional insurance is found. Follow-up is completed by the Customer Service Representative regardless of private or secondary insurance billing.

In the course of billing, patients without insurance are identified. If they are unable to make the payment in full, they are offered payment arrangements that can be made on a monthly, bi-monthly, or weekly schedule. Our customer service representative will set up the ***Time Pay*** within the system and an initial letter is sent to the patient outlining the payment arrangements. There is no minimum monthly payment amount; however, we recommend to our clients that such accounts should be paid in full within 12 months of the agreement.

Accounting of Payments Received

On a monthly basis and by request, Wittman Enterprises, LLC accounts for all payments received and provides financial reports of all billing and collection activity pursuant to GAAP.

Collection Practices

On average, we send less than 12% of all accounts billed for additional collection efforts. Wittman will provide current reports identifying any non-collectable accounts to be released to your collection agency. As part of our process, we work with *your* agency and provide them necessary documentation regarding each account.

However, before an account is even considered for referral to collections, the following exhaustive procedures will have been performed:

- Patients will have been cross-referenced by name, social security number, incident pickup or residence address, and date(s) of service through a variety of resources including our extensive patient database.
- The entire regular invoicing cycle will have been completed.
- We will have conducted all appropriate follow-up calls and letters.
- We have identified all available alternate patient contacts.
- We will have completed our skip-tracing processes to locate correct address and telephone information with tools such as Accurint.com, *The Haines Directory*, MelissaData.com, etc.
- Receiving hospitals will have been contacted for most accurate and current patient demographic information.
- A second verification of Medicare, Medi-Cal, and Private Insurance eligibility is performed.

Hardships, Discounts, and Reductions

In the course of providing our services, Wittman follows the City's policies. For example, you may waive the ambulance fee if it is found that a patient does not have the financial resources to pay. We notify your department in the case of any situation requiring modification of account balances, pay schedule, referral to collections, or account write off. No adjustment is ever made without prior authorization from you. All adjustments are clearly documented and identified in our regular reporting and documentation. We customize policies at your direction regarding discounts and reductions to meet the City's requirements. Some of these may include hardships, attorney requests, City employees, or small balance write-offs. ***In all cases, no discounting decisions or write offs are made without your advanced approval.***

Patient Disputes

We recognize that most patients are citizens of your community so our goal is to function as an extension of the City of Monterey Park. We provide extensive training and look for individuals with the ability to be compassionate and empathetic while efficiently resolving calls. There are managers and directors available at all times to assist if customer issues cannot be resolved to the patients expectations by our customer service department. All customer service staff is located in our single Rancho Cordova facility. Wittman Enterprises' goal is that each client and patient reaches a live person when they call into our business office located near Sacramento, CA. If our EMS/FIRE partners or their patients do not reach a live person during regular business hours, they will be provided the option to leave a voicemail and offered instructions on submitting an email inquiry. Wittman personnel will respond the same day during normal operating hours or within 24 business hours when that is not possible. If any complaint received by our customer service department involves care-related concerns, Wittman will contact the City and/or Fire Department directly for resolution.

Final Review: Delinquent Accounts

Once an account has gone through the billing cycle, an account representative will review the account one final time before placing on collection review. At that point a customer service lead will perform one last review of the entire account to ensure all SOPs were followed throughout the billing cycle. If all efforts have been made and process followed correctly, a write-off report will be submitted to the client contact and, if approved, electronically submitted to the City's contracted collection agency.

Reporting Uncollected/Delinquent Accounts

Monthly we will provide the City with reports of uncollectable/delinquent patient accounts. They are usually identified in the reports as "bad debt write off." Wittman Enterprises is not a collection agency therefore we are not allowed to follow practices associated with collection agencies. Based upon your policies, we will design a collection protocol that follows your philosophies and policies regarding the collection of bad debt. With your authorization, we work directly with your identified staff on bad debt write offs and/or directly with your chosen collection agency. If you don't currently use a collection agency we will customize our comprehensive approach with you. ***No account will ever be written off as bad debt nor turned over to a collection agency without your prior approval.***

Collections Portal

As part of our Portal System, we have created a Collections Portal for the most commonly requested items from collection agencies based on input from our clients. This portal provides the commonly requested collection agency information, but limits access to only these items for security and HIPAA purposed. From the portal, a collection agency can:

- Review accounts electronically
- Print invoices
- Print Patient Care Reports
- Print 1500 billing forms.

The connection is fully secure and available only with authorization from you. Authorized agencies only have access to those accounts sent to them for collection work.

Electronic Resources and Access to Records

Electronic Patient Care Records (ePCR) Interfacing and Uploading

Wittman Enterprises provides extensive mapping of information with most ePCR systems to ensure that they correctly correspond to our billing system. There are no requirements or added costs for an electronic interface. We work with each client to determine the most effective way to transfer the care report from ePCR programs such as ***Digital EMS***, *ImageTrend, ESO, ZOLL, HealthEMS, Field Saver, FireHouse, EMS Charts, Alpine, and High Plains* to our ZOLL billing system. The process generally requires minimal input from your organization.

Our Electronic Billing Team reconciles the NEMSIS file with the batch listed on the ePCR system to detect any inconsistencies. Files are then uploaded to our billing system workflows and processed. We utilize ZOLL's RescueNet billing software and our IT team has worked extensively with ZOLL to ensure that all aspects of our processes operate efficiently with any ePCR system currently in operation. Our time-tested process allows seamless integration with the Digital EMS platform or any ePCR program used by the City. Wittman Enterprises has successfully interfaced with many ePCR products for our clients and they are mapped into our ZOLL RescueNet billing program for complete integration and data transfer/delivery.

Billing System

ZOLL and its RescueNet software have long been recognized as one of the industry's powerful and comprehensive electronic patient care billing and reporting solutions. Wittman Enterprises has used ZOLL for our billing software since 2003. While we regularly evaluate the effectiveness of our billing software and of others on the market, there are currently no plans to make changes to our billing system. By utilizing third-party software, we receive the benefit of their full staff of programmers and IT staff to address issues when they arise. In addition, major changes such as the implementation of ICD-10 and ANSI 5010 do not create a strain on our internal resources as ZOLL effectively tests and implements similar changes in advance of the requirement. Our on-site IT team includes two certified coders who modify and/or make any programming changes required by customization of client records or for special ad-hoc reporting requests.

Billing System: Tracking All Insurance Carriers

Our ZOLL billing system stores data on all insurance carriers (primary, secondary, tertiary, etc.) including data on old insurance providers for which the patient is no longer eligible. Our system and our SOPs allow billing and customer service staff to properly track transports through all possible payors before turning to the patient to help with insurance information and/or self-pay installments.

Secure Email

We provide the City access to our Secure Email Program from Axway. It provides multiple tiers of security that can be used individually or in combination to block threats at the DMZ and within the enterprise network, and secure inbound and outbound email traffic at the content and network levels.

MailGate SC simplifies management with one comprehensive secure email solution for inbound, outbound and encryption, providing secure file delivery without impacting your current environment.

File Transfer Protocol (FTP) Access

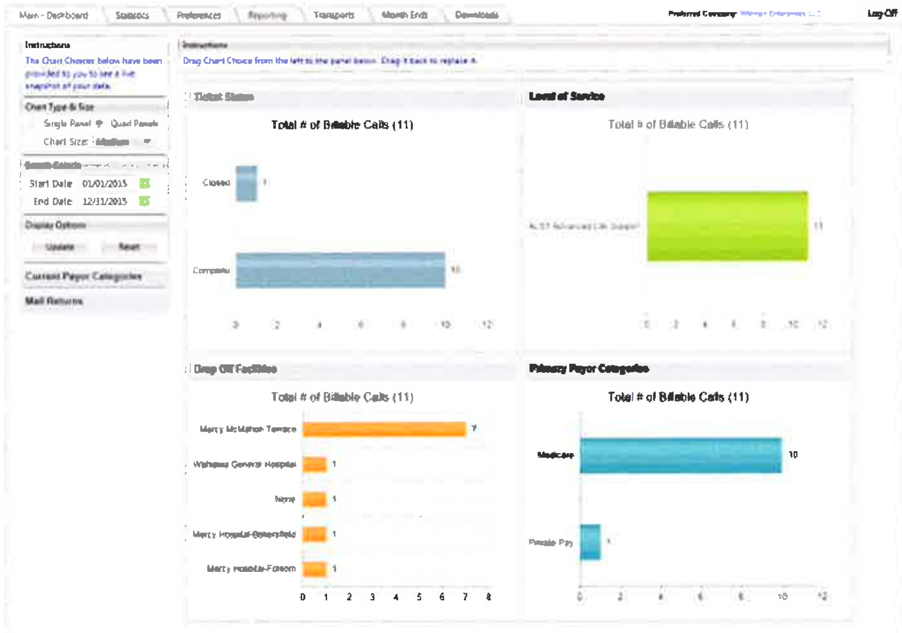
We provide you access to our secure FTP site. We receive an email notification anytime reports or other information are uploaded to the site. There is no file size limitation for client uploads. Additionally, some clients prefer that we download information from their own FTP software such as SFTP. We are comfortable with both options following your preference and policy.

Client Portal and Electronic Dashboard

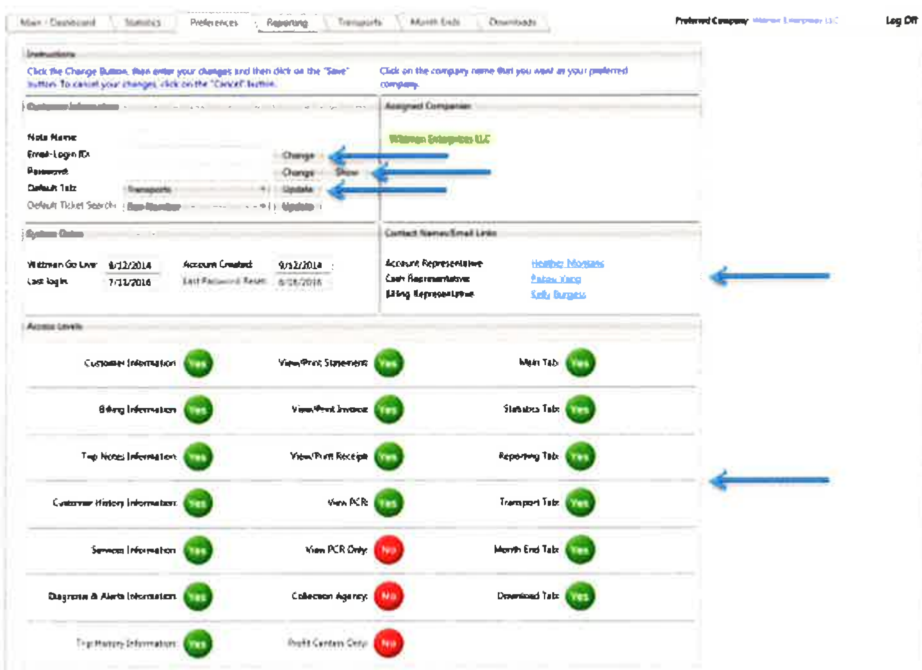
Wittman Enterprises, LLC offers secured Internet access to our billing system via our Client Portal, 24 hours a day. No additional software is required for City of Monterey Park to access the information through our secured website. It is accessed through a secured login that is password protected. ***Information accessed from the Portal is in real time, allowing authorized City and Fire personnel to view each claim wherever it is in the billing and collection process.*** This real time access to the Wittman billing system allows the City to view all accounts and any transactions performed as they occur, providing City of Monterey Park with the most up-to-date information on any account.

Access to the Client Portal is granted only to pre-authorized City and EMS/FIRE personnel with permission to view such information and is strictly limited to City of Monterey Park's information. All patients may be referenced by name, date of service, incident, and run number. Your staff can print invoices for patients and run reports for their own use. Additionally, the FPD's specialized reports can be made available through this site. Our billing software system is Microsoft Windows-based which enables data export by authorized staff for easy manipulation (***Excel***, ***PDF***, ***Crystal***, etc.). It also allows for a clear and traceable audit trail for initial client verification, billing notification, and phone contact. Moreover, our software automatically updates each individual account detailing date, change, or billing function. All history and noted entries become a permanent record and all charges are maintained for a complete payment history. Finally, the Portal provides an **"electronic dashboard,"** accessible 24 hours a day that provides a one-screen synopsis of the current state of the EMS billing operation, based on the preferences selected by each **Client Portal** authorized user.

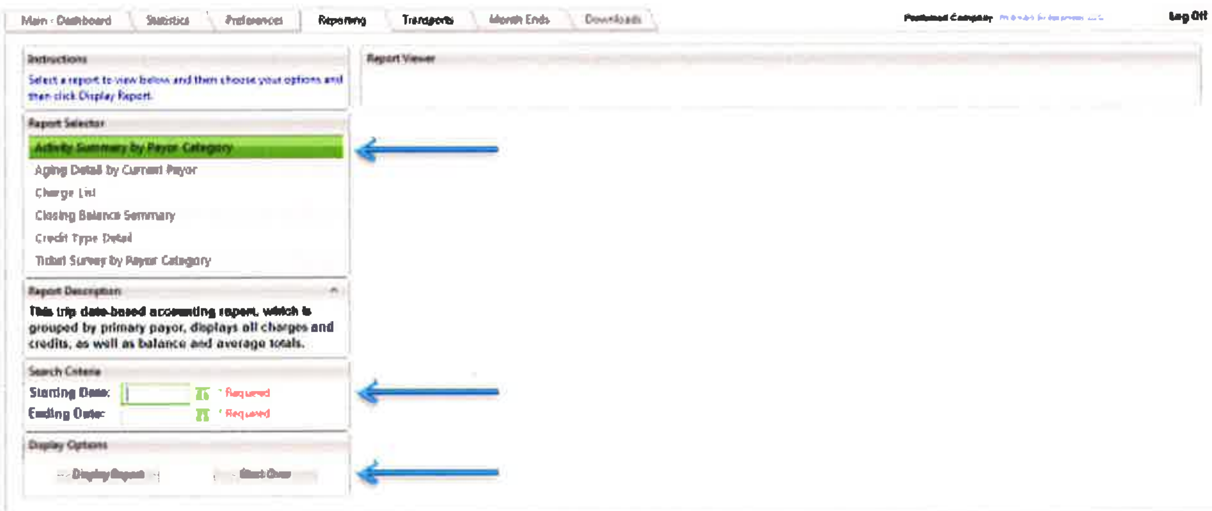
Main Screen – Dashboard



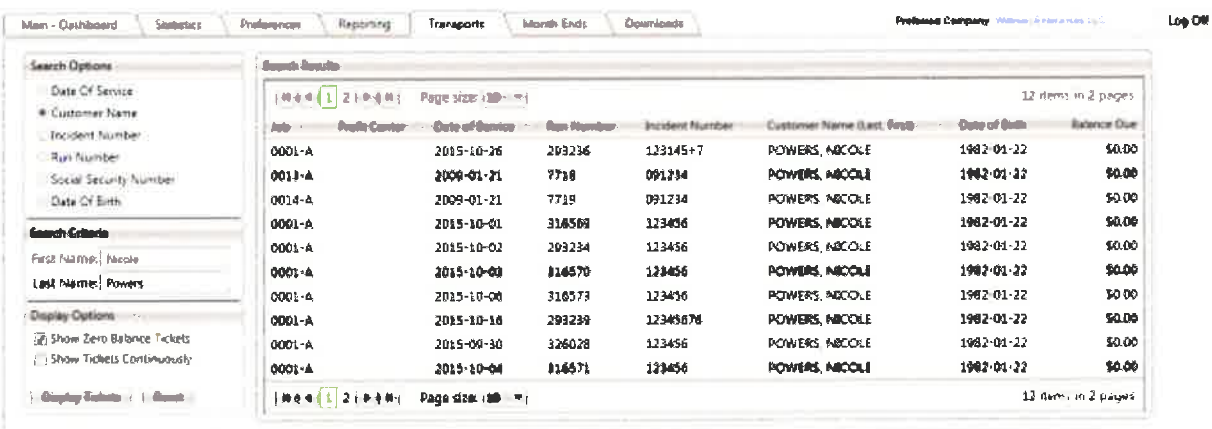
Preferences Screen



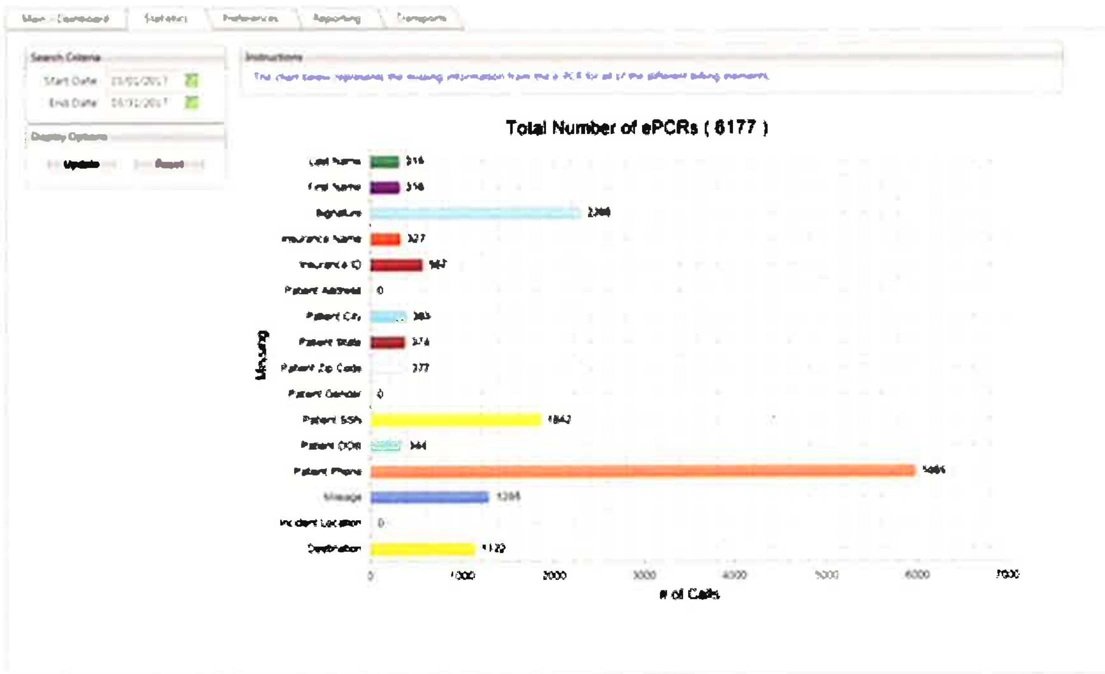
Reporting Screen



Transports Screen



ePCR Documentation Tracking Report



Clear and Concise Reporting

Our month-end correspondence with you includes Cash Receipt Reports that reconcile all deposits, receivables, billings, patient accounts, adjustments, dishonest checks, and refunds. All other processes and functions at Wittman Enterprises, LLC are ongoing. Financial and performance reports are detailed and easy to read. On-Demand (ad hoc) reports are our specialty and are provided at a moment's notice at no additional charge. These reports provide detailed accounting for account adjustments of any type and track revenue by period. Our reports are **Accurate and Easy to Read.**

- ***A/R Aging Report:*** This report can be either a detail or summary report based on trip date (date of service), patient, or payer. It can be customized to track a specific payer or payers and date ranges and lists how many ambulance claims are still outstanding for any given time period.
- ***Ticket Survey Report:*** Detail or Summary can be run by date of service, payer or patient or combination thereof. Ticket Surveys are used to provide the number of accounts input into the system in a given month and under the payer mix category. This information provides revenue projection information and can be used to verify that all tickets sent have been received.
- ***Year-to-Date Revenue Report:*** This report provides a snapshot of the last twelve months at any time. It offers totals in all categories including Medicare and Medi-Cal write-downs, monthly amount of delinquent accounts and refund amounts. It is a very effective performance analysis tool in monitoring our performance as it reflects our ongoing collection rate, both gross and net, for a twelve-month period.
- ***Management Summary Report:*** The report is run by fiscal year. It provides an accounting by financial class of total trips and dollars billed each month, with a cumulative year-to-date

tracking. It also provides an accounting of the dollars received each month by financial class with a cumulative year-to-date tracking.

Reports and Records

Monterey park has access to our Client Portal and client reporting system allowing authorized City and EMS/Fire personnel to obtain invoices, account balances, billing reports, and other hands-on account management tools. Daily, monthly, quarterly, annual, and special reporting can be provided in PDF and Excel format. Our reporting system allows interface with Crystal reporting software. For example, The City of Monterey Park's customized reporting program might include specific details such as:

- ✓ Number of Reports Received
- ✓ Calls Not Billed
- ✓ Contributions Allowed or Write Down
- ✓ Adjustments
- ✓ Refunds
- ✓ Number of Bills and Amounts Sent to Collections
- ✓ Write Offs
- ✓ Number Billed and Bill Type
- ✓ Gross Charges
- ✓ Net Charges
- ✓ Payments
- ✓ Balance Owed
- ✓ Pending Claims at Collections
- ✓ Aging Reports

Reporting Library

This is a small sample of our extensive reporting library. In fact we have well over 200 system-generated reports as well as more than 100 customized reports to meet the reporting needs of all of our clients. Utilizing our in-house programmers, we are able to design reporting programs to fit all of our clients' needs.

- ✓ Management Summary
- ✓ Incident Survey Summary by Trip Date
- ✓ Aging: Current Payer (aging data)
- ✓ Credit Summary
- ✓ Activity Summary by Payer
- ✓ Ticket Survey Summary by Payer
- ✓ Year-To-Date Revenue
- ✓ Cash Receipts Summary
- ✓ Activity Summary by Vehicle
- ✓ Refund Report

Ad Hoc Reporting

On-demand reports are our specialty and are provided at no additional charge. Our billing software collects and tracts numerous data elements whether input manually or electronically downloaded. From the large data field our ad hoc reports are available and on-line for Monterey Park review and can contain month-end and real time information as required.

GEMT and Specialty Reporting

With the recent implementation of the California, Nevada, Oregon and similar GEMT programs, Wittman Enterprises provided leadership throughout the process including providing training opportunities and designing reports specifically related to the information you need when applying for GEMT monies.

Pre-GEMT Rollout

- Worked with Sac Metro and the State, providing transport numbers and calculations to them as they worked on their cost sheets
- After the bill passed (AB 678) and became GEMT officially, we worked with our California clients through the entire set-up process: attending State-sponsored GEMT instruction meetings; helping provide rough projections of potential GEMT income based on Medi-Cal transport information; sponsored a webinar where Chief Clough answered the most frequently asked questions from our clients about the GEMT
- Set up a section of our website for easy-to-find links and references associated with the GEMT program (please see www.webillems.com/GEMT-Program-Resources/).
- The unofficial "rough" projections required by the State were needed to estimate what each provider was likely going to submit when the official program began. We provided the following unofficial formula to help clients get a rough idea of their numbers:
  - Take the total amount of your direct EMS cost and add that to your indirect cost
  - Divide that number by your total number of Medi-Cal transports.
  - This would give you an average cost of transport
  - Multiply the average cost by the number of Medi-Cal transports and submit that as your estimate.

Post-GEMT Rollout

- Provided customized GEMT reports for participating clients as they filled out their required cost reports.
- Fielded calls with questions regarding the cost reports and how to use the Wittman reports to help them complete the GEMT cost reports.
- Provided regular email and phone call updates reminding clients when their first cost reports were due and providing them their customized transport reports to help them complete the reports.

SECTION 3 – KEY PERSONNEL

SECTION 3: *Key Personnel*

Company Governance and Organization

We are a Limited Liability Company operating out of our single office in Rancho Cordova, CA. Wittman Enterprises has 110 employees, 4 board members and 10 managers. Our Board of Directors is:

CEO	Corinne Wittman-Wong
President/CFO	Walter Imboden
Vice President	Kathryn Garcia
COO	David Wittman

Our staff is divided among four departments: Customer Service (68 employees); Cash Receipts (8 employees); Support Services/Electronic Billing (12 employees); Data Entry (22 employees). All departments are dedicated to the personal attention of our clients and their patients' needs. Our staff is divided into teams to efficiently address workflow processes and are further divided based on your location. The teams assigned to the Monterey Park project are the same teams that service the cities and departments of all of our Los Angeles County Clients. The Los Angeles County/Monterey Park "Pod" has a Pod Leader a team of three who scrutinize all individual submitted runs and initiate the billing process. The "Pod" begins their work after our Electronic Claims Department imports ePCR files and our system automatically scrubs the data before it goes to our Billing Department. This personal attention makes the difference between collecting the "easy" money and pursuing difficult payment situations for maximum legal reimbursement.

Contract Management Team

Corinne Wittman-Wong, CEO
(916) 669-4608 direct line
cwittmanwong@webillems.com
Kathryn Garcia, Vice President
(916) 669-4606 direct line
kwolf@webillems.com
Russ Harms, Director of Business Development
(916) 669-4628 direct line
rharms@webillems.com

Walter Imboden, President/CFO
(916) 669-4602 direct line
wimboden@webillems.com
David Wittman, COO
(916) 669-4601 direct line
dwittman@webillems.com
Joe Balkema, Executive IT Director
(916) 669-4620 direct line
jbalkema@webillems.com

Project Supervision Team

Jennifer Bump, Division Manager: Insurance
(916) 669-4612 direct line
jbump@webillems.com
Heather Montano, Division Supervisor: Patient Svs.
(916) 669-4627 direct line
hmontano@webillems.com
Pakou Vang, Division Supervisor: Cash Receipts
(916) 669-4617direct line
pvang@webillems.com

Stephanie Cooper-Noe (CAPO, CACO), Client Liaison
(916) 669-4607 Direct line
scooper-noe@webillems.com
Nicole Powers, Division Manager: Electronic Billing
(916) 669-4624 direct line
npowers@webillems.com
Sharon Haney (CAC), Division Supervisor: Data Entry
(916) 669-4619 direct line
shaney@webillems.com

Operations Team

Jessica Ceccato, Insurance Lead
12 years Wittman/industry experience
Rene Wittman, Cash Receipts Lead
21 years Wittman/industry experience
Rachel Troche, Patient Services Lead
14 years Wittman/industry experience
Jennifer Gentry (CAC), Client Liaison: ePCR
17 years Wittman/industry experience

Judy Vang (CAC), Client Liaison: Insurance
11 years Wittman/industry experience
Angelas Thao (CAC), Data Entry Lead
8 years Wittman/industry experience
Nina Rodriguez (CAC), Data Entry Lead
7 years Wittman/industry experience

Southern California Insurance Team Specialists

With 26 years of practical and successful experience, Wittman Enterprises dedicates an entire team to dealing exclusively with all insurance issues, non-payments, denials, etc. Regarding secondary payors, since most secondary payors base timely filing on the payment date of the primary payor, in our experience we see very few incidents of denials from secondary based solely upon timely filing. If issues do arise with any denials, our insurance appeals specialists follow through on our entire appeals process with the insurance company, providing all supporting documentation showing proof of timeliness, and usually overturning the original denial. Part of our strategy may also include involving the patient in the process so that the insurance company hears the appeal from their patient's (member's) perspective and from the provider's perspective. Essentially, denials are not accepted. Our team of insurance specialists are trained and experienced with their assigned client payors so that they can manage all aspects of submission, payments, and appeals. For our Texas partners the following specialists provide the practical experience necessary to get you your highest legal reimbursement possible:

- ***Brittany Bump**: Commercial and government accounts specialist* (VA, Blue Shield/Blue Cross of California, Secure Horizons, Select Care, Wellcare, U.S. Family Health, California Mutual Workers Comp, etc.)
- ***Theresa Brown**: Medi-Cal accounts specialist* (Medi-Cal, Medi-Cal HMO, Medi-Cal HMO Community Health Choice, Medi-Cal HMO Cigna-Healthspring, Medi-Cal HMO Aetna Better Health, Medi-Cal HMO Molina Healthcare, Medi-Cal HMO United Health Care, etc.)
- ***Julia Robinson**: California Medicare accounts specialist*

Client Liaison Team

Wittman's Client Liaisons are the conduit between you and our operations. We look forward to meeting with City and EMS/FIRE team personnel to discuss the goals of our business relationship, the services we provide, and any other topics required for the continued quality performance of EMS/FIRE cost recovery on behalf of Monterey Park. Stephanie Cooper-Noe (Client Liaison) is your main point of contact should any issues arise. Please consider too that Russ Harms (Director of Business Development), Corinne Wittman-Wong (CEO), and Walter Imboden (President) are also available to you at any time. We make ourselves accessible for meetings by teleconference, Skype, or in person as necessary. In tandem with the Customer Service group and as part of our comprehensive service the Client Liaison team provides:

- Assistance in completing application forms required for maintenance of enrollment in Medicare Part B and state Medi-Cal programs in the state where services are rendered, including the establishment of a National Provider Identifier (NPI)
- Assistance in maintaining and updating the local Medi-Cal signature authorization forms for billing paper claims
- Annual Medicare updates as required by the program
- Re-enrollment of Medicare and other third party payers required by Medicare or by the respective third party payers
- EDI registration maintenance and updated application for local Medi-Cal and Medicare carriers.
- All required registration maintenance and updates of Wittman as Monterey Park's official patient billing address
- Staff to obtain signatures, and provide mailing and follow-through on all enrollment forms and all third party payers
- Specialized reporting
- Status and projections reporting

Certified Ambulance Coders

In addition to our internal training program, Wittman Enterprises is proud to offer staff members which have been certified by the National Academy of Ambulance Coding, a nationally recognized leader in Certified Ambulance Coding Training. Wittman Enterprises employs and provides regular training for Certified Ambulance Coders ("CACs"). Wittman staff is continually trained under the same exacting standards emphasized in the Coding Certifications. We budget funds annually to certify additional coders to ensure that we constantly have ample certified individuals available to assist with all accounts.

Managing Workload

Wittman Enterprises houses all our staff, coordinates all of our work, and provides services from our single location in the Sacramento, California area at 11093 Sun Center Drive in Rancho Cordova, California. Production and patient service activities are conducted at that single Sacramento-area location. All departments are dedicated to the personal attention of our clients and their patients' needs. Our staff is divided into teams to efficiently address workflow processes and are further divided based upon your location. Wittman maintains our industry-leading lowest claims-per-staff-ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Through training, forecasting, hiring, and expansion of our EMS/FIRE partner base, we constantly maintain that staffing ratio of approximately 4,000 claims per staff (compared to approximately 8,000 or more claims per staff for most of our competitors). The table following summarizes Wittman team members available as needed by our clients.

Job Title	Functions	Location
CEO (1)	Compliance and Company Leadership	Rancho Cordova, CA
President/CFO (1)	Policy, Operations, and Financial Leadership	Rancho Cordova, CA
Client Liaison (4)	Client bridge to Operations and Administration	Rancho Cordova, CA

Division Manager: Insurance (1)	Insurance Specialist and Staff Leadership	Rancho Cordova, CA
Division Lead: Insurance (2)	Insurance Team Day-to-Day Management	Rancho Cordova, CA
Insurance Team Staff (21)	Ensures that all Insurance/Medicare/Medi-Cal billing is properly billed and collected	Rancho Cordova, CA
Division Manager: Patient Svcs. (1)	Patient Services Staff and Procedure Leadership	Rancho Cordova, CA
Division Lead: Patient Services (1)	Performs administration duties involving client transactions, record-keeping and customer service. Provides direction to staff in the performance of their duties.	Rancho Cordova, CA
Patient Services Team Staff (12)	Identifies and resolves patient billing issues	Rancho Cordova, CA
Cash Receipts Supervisor (1)	Organizes work processes, methods, and procedures, ensuring efficient accounting of cash receipts	Rancho Cordova, CA
Cash Receipts Team Staff (9)	Ensures that cash is receipted properly and deposited in a timely manner, and that transactions are recorded accurately	Rancho Cordova, CA
Division Manager: Support Services (1)	Supervises and coordinates activities of staff in Support Services department	Rancho Cordova, CA
Support Services Staff (12)	Performs Electronic Billing to Medicare/Medi-Cal and other payors, mailing, scanning, and PCR processing functions	Rancho Cordova, CA
Billing Supervisor (2)	Supervises EMS/FIRE billing staff, month-end closes and reconciliation of patient receivables, aging of collections	Rancho Cordova, CA
Billing Team Lead (2)	Oversees staff, workflows, and supports staff	Rancho Cordova, CA
Billing Team Staff (21)	Enters PCR information into database with proper medical protocol terminology to produce a clean statement or claim	Rancho Cordova, CA
Auditing Team Lead (1)	Organizes weekly focus and provides feedback to team leaders on areas of improvement or focus for ongoing training	Rancho Cordova, CA
Auditing Team Staff (7)	Audits and monitors workflows, ensuring processes and quality of work are maintained within each department	Rancho Cordova, CA

Sub-Consulting Partners

InfoSend (Anaheim, CA): Invoicing and Mailings exchanged through a secured and HIPAA-compliant method and fully-executed Business Associate Agreements.

Technosoft (Southfield, MI): Pre-billing and pre-cash receipt posting data processing exchanged through a secured and HIPAA-compliant method and fully executed Business Associate Agreements.

SECTION 4 – REFERENCES & MAIN CONTACT

SECTION 4: *References and Main Contact*

As a single-location leader in EMS/FIRE billing, Wittman Enterprises encourages you to contact any of our references, including any of our clients that may not be listed for this proposal. ***We know hearing about their experiences with Wittman Enterprises will differentiate us from our competition***. Please let us know if you would like the complete list with contact information provided under separate cover. We want you to hear firsthand about the very positive working relationship we greatly value with our clients. Thank you for this opportunity to re-introduce our qualifications and commitment to your EMS/FIRE team.

Sacramento Metropolitan Fire District, CA *(EMS Billing Partners since 2001)*
Randall Hein, Assistant Chief/Director of EMS
(916) 859-4135
hein.randall@metrofire.ca.gov

City of Huntington Beach, CA *(EMS Billing Partners since 1993)*
Jane Cameron, Fire Medical Director
(714) 375-5097
jcameron@surfcity-hb.org

City of Monterey Park, CA *(EMS Billing Partners since 1991)*
Scott Haberle, Fire Chief
(626) 307-1262
shaberle@montereypark.ca.gov

City of Burbank, CA *(EMS Billing Partners since 2004)*
Sana Arakelian Ford, Fire/EMS Administrator
(818) 238-3488
sarakelian@burbankca.gov

County of San Bernardino Fire *(EMS Billing Partners since 2007)*
Mark Hartwig, Fire Chief
(909) 387-5959
mhartwig@ssbcfire.org
Michael Sadsad, Fiscal Services Manager
(909) 387-5958
msadsad@sbcfire.org

City of Culver City, CA *(EMS Billing Partners since 1996)*
Roger Braum, EMS Captain
(310) 253-5912
roger.braum@culvercity.org
Rhonda Sykes, Department Secretary
(310) 253-5900
rhonda.sykes@culvercity.org

Monterey Park's Main Point of Contact *(since 2007)*

Stephanie Cooper-Noe (CMC, CACO, CAPO), Client Liaison
Wittman Enterprises, LLC | 11093 Sun Center Drive | Rancho Cordova, CA 95670
916.669.4607 direct line | scooper-noe@webillems.com

SECTION 5 – COST PROPOSAL

SECTION 5: Cost Proposal

Proposed Fee Schedule

Wittman Enterprises, LLC is pleased to offer the City of Monterey Park all billing and collection functions, reporting requirements, and accounts receivable management described in this response based on the following fee schedule.

Scope of Services	Wittman Proposed Fees
EMS Billing and Collection Services	$20/processed PCR – year 1 $20/processed PCR – year 2 $22/processed PCR – year 3 $22/processed PCR – year 4 $23/processed PCR – year 5
Fire Prevention Program Cost Recovery	$12.50/account
Paramedic Ambulance Subscription Program **Note**: Unknown production and distribution costs not specifically identified in the RFP (in scope and/or cost) *may* be billed to client on a time and materials basis depending on the scope of the work.	$10.50/renewal
OPTIONAL SERVICE: Membership Portal	$1,250 One-time programming and set-up fee
OPTIONAL SERVICE: Notice of Privacy Practices **Note**: Cost is a simple pass-through to the City for administration and mailing costs.	~$0.75/mailing
OPTIONAL SERVICE: Surveys to Patients **Note**: ***the first 10% will be distributed at no charge.*** Subsequent costs will be levied only as a pass-through cost to the City and dependent on the size and format of the City's Survey.	~ $1.25/mailing ***(the first 10% are distributed at no charge)***

Maximizing Collections

Through streamlined efficiency, talented staff, automation, and continuous improvement, Wittman has a long track record of strong revenue returns for our clients. *We consider the net percentage collected from the amount billed to be the ultimate standard by which your ambulance billing company should be evaluated.* Net collections are those dollars eligible for collection after taking into account Medicare and Medi-Cal contractual write downs. The City of Monterey Park can continue to count on Wittman Enterprises to conduct diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner with superior performance. We believe our personal approach and higher levels of service greatly exceed industry standards. Your expectations and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program.

Service Levels	Wittman Enterprises	National Competitor
Immediate availability to patients	✓	
No-cost reporting	✓	✓
Ad Hoc reporting for no additional fee	✓	
Instantaneous response to reporting needs	✓	
Technological automation	✓	✓
Hospital connectivity	✓	✓
Single location with tight HIPAA and compliance controls	✓	
Lowest claim-per- staff ratio	✓	
Full reconciliation and discrepancy research	✓	
Medicare Revalidations	✓	✓
Membership program support	✓	
Patient Satisfaction Survey Management	✓	
Reliable Internet-based Portal System: • Client Portal • Patient Portal • Credit Card Portal	✓	
Dedicated Client Liaison and Division Manager to your account	✓	

Superior Performance

Wittman Enterprises is committed to competitive fees for our clients, we however are not typically the "cheapest". We have chosen, as part of our business model, to charge our clients a fair market rate that will still allow us to maintain a superior level of service with a staffing level that provides both exceptional collection results and unmatched customer service. Reducing fees to "beat" the competition would mean that we cannot provide the level of customer service and performance on which our company is built. ***We are not the largest billing company but we expect to be the best.***

APPENDIX - PRIVACY

APPENDIX: *Privacy and Security Compliance*

Privacy and Security Statement

With the recent national news that a national ambulance billing company experienced a breach of their security protocols, resulting in the unauthorized attainment and alleged disclosure of HIPAA-protected personal patient information, Wittman Enterprises would like to reassure our valued EMS partners that as a matter of practice we exceed current HIPAA regulation requirements and take every possible precaution to maintain the integrity of private health information.

HIPAA Compliance

Our HIPAA compliance program was designed and audited by David Nevins, former President of the California Ambulance Association, and member of the American Ambulance Association Reimbursement Committee. Additionally, we ensure compliance with local and state laws by continually educating ourselves on any changes or differences that may apply. As a matter of policy, Wittman Enterprises, LLC stays current with any program updates to Medicare and Medi-Cal. Therefore, we pledge to remain responsible and knowledgeable regarding any program updates to Medicare and Medi-Cal for the duration of the contract period. Wittman recognizes the confidential nature of the Fire Department's patient accounts and agrees not to disclose any HIPAA-restricted, protected health information, and to maintain the integrity of transmitted health information transmitted for billing purposes. We also follow carefully the Federal Trade Commission's rules on identity privacy, "Red Flag Rules," which require we maintain strict controls aimed at preventing identity theft.

HIPAA-Required Safeguards for Health Information

- Your billing associate "agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains, or transmits on behalf of" you.
- They must "alert [you] of any security incident (as defined by HIPAA Security Rule) of which it becomes aware and the steps it has taken to mitigate any potential security compromise that may have occurred and to provide a report to [you] of any loss of data or other information system compromise as a result of an incident."
- The Minimum Necessary rule is the basis of HIPAA. It deals with the access of Protected Health Information (PHI) and requires that an employee only have access to the amount of PHI that is needed for them to get their job done as outlined in their regular job description.

Exceeding HIPAA Safeguard Requirements

Wittman Enterprises, LLC has developed a fraud and abuse compliance program to be a comprehensive statement of the responsibilities and obligations of all employees regarding submissions for reimbursement to Medicare, Medi-Cal, and other government payers for services rendered by clients of Wittman Enterprises, LLC. We have established, and regularly maintain, control standards and procedures to ensure that private information remains secure.

Adherence to Privacy Laws

Wittman Enterprises, LLC maintains compliance with all statutes of the California Privacy Protection Act, or the Federal Privacy Requirements, whichever are most stringent. More specifically the following:

- Medical Information, Collection for Direct Marketing Purposes - *Civil Code section 1798.91*
    - A business may not orally or in writing request medical information directly from an individual regardless of whether the information pertains to the individual or not, and use, share, or otherwise disclose that information for direct marketing purposes, without the consent of that patient.
- Medical Information Confidentiality - *Civil Code sections 56-56.37*
    - No provider of health care, health care service plan, or contractor shall disclose medical information regarding a patient of the provider of health care or an enrollee or subscriber of a health care service plan without first obtaining authorization, except if order by a court, board commission or agency for purposes of adjudication, or by subpoena.
- Patient Access to Health Records - *Health & Safety Code section 123110*
    - It is the intent of the Legislature in enacting this chapter to establish procedures for providing access to health care records or summaries of those records by patients and by those persons having responsibility for decisions respecting the health care of others. Every person having ultimate responsibility for decisions respecting his or her own health care also possesses a concomitant right of access to complete information respecting his or her condition and care provided.

Wittman Enterprises Privacy Policies

Responsibility of Managers: It is the responsibility of each manager to ensure that activities in his/her area of responsibility are conducted in accordance with Wittman's compliance policies.

Employee Education: Wittman Enterprises provides employees rigorous, initial and regular training necessary and appropriate to ensure material compliance with applicable laws.

Employee/Vendor Screening: It is our policy to make reasonable inquiry into the background of prospective employees and vendors. Determinations are made as to whether they have been (a) convicted of a criminal offense related to healthcare; or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation. Wittman Enterprises reviews the DHHS/OIG cumulative sanction report accessed on the World Wide Web at IGNet, the web site of the Federal Inspector General.

Monitoring and Auditing: Wittman Enterprises, LLC has adopted an audit policy to assist in its efforts to monitor the accuracy of claims and the security of PHI. We devote such resources as are reasonably necessary to ensure that audits are (1) adequately staffed; (2) by persons with appropriate knowledge and experience to conduct the audits; (3) utilizing audit tools and protocol which are periodically updated to reflect changes in applicable laws and regulations. Additionally, we routinely audit employee desk and cubicles to insure that PHI is being disposed of and/or stored in adherence to company policy.

Cell phones and other electronic devices capable of recording or taking pictures are prohibited on the work floor.

Physical Storage Security: Reports, records, notes, and other PHI-containing files are to be kept in secure areas at all times (locked file cabinets and offices, for example), except when in current use.

Storage and Disposition of Paperwork:

- While working, all employees will store HIPAA-sensitive paperwork in file folders on their desks.
- When on break or lunch, employees will store HIPAA-sensitive paperwork in a designated desk drawer away from direct sight.
- For overnight storage HIPAA-sensitive paperwork will be stored in locked cabinets
- Stored files are accessible to authorized clerical personnel, supervisors, and upper management only.

Destruction of Paperwork:

- Paperwork will be discarded into designated locked bins.
- Bins are collected bi-weekly and the contents shredded per HIPAA regulations.

Electronic Access and Storage Security:

- Secure Server Room with Keypad Entry
- Multi-Layer Hardware/Software Firewalls with Access Rules giving access to only the servers we specify.
- Corporate Anti-Virus.
- Corporate Web Filtering with Anti-Virus and Spam, which are logged and monitored.
- Server Monitoring Tools to manage Disk CapaFire Department, Memory Utilization, and CPU Utilization.
- Email Archiver that stores and monitors all email traffic with a built in policy violation alerts.

OIG Compliance Program Guidance

The *OIG's Compliance Program Guidance for Third-Party Medical Billing Companies* is a voluntary set of guidelines intended to help "in developing effective internal controls that promote adherence to applicable federal and state law, and the program requirements of federal, state and private health plans." Wittman Enterprises, LLC carefully follows applicable recommendations from the report to ensure comprehensive compliance with all appropriate statues and standards of practice as they pertain to Medicare, Medi-Cal, and HIPAA.

Per the Office of the Inspector General, Wittman's policies and procedures include the following seven elements:

(1) Wittman Enterprises maintains written standards of conduct that have been developed for and are continually updated to reflect clear compliance rules, expectations, training, monitoring, and address potential fraud.

(2) Stephanie Cooper-Noe is our chief compliance officer along with Corinne Wittman-Wong. They chair the Compliance Committee that meets quarterly or more frequently as needed addressing changes in compliance policies and recommended standards of practice.
(3) All new employees participate in a detailed HIPAA and privacy training program. Additionally, employees receive regular training updates to remain current on all policies and standards of practice.
(4) Wittman follows the "Red Flag Rules" which require "whistleblower" protections that encourages the submissions of complaints and observations, with appropriate levels of protection from retaliation for the employee.
(5) The Compliance Officers and Committee are tasked with responding immediately to any allegations of improper/illegal activities and the enforcement of appropriate disciplinary action against employees who have violated internal compliance policies, applicable statues, regulations or federal, state, or private payer health care program requirements. Any such investigations also include the participation of Wittman's Director of Human Resources.
(6) Wittman Enterprises, LLC uses a comprehensive auditing program to regularly monitor individual employee compliance as well as Wittman control policy compliance to identify any deviation from the required policies and procedures.
(7) As stated in #5, Stephanie Cooper-Noe and Corinne Wittman-Wong lead the Compliance Committee and lead any appropriate investigations through correction of any systemic problems if they should be discovered.

Wittman Enterprises Standards of Conduct

Our written policies span over two hundred pages in length to address the myriad of procedures and compliance issues that must be identified, regulated, and enforced. Employees receive annual training and are required to sign a new confidentiality statement at the beginning of each calendar year. Policies include:

- **Wittman Enterprises, LLC *Compliance Policies***
  - Corporate Compliance Standards
  - Management and Organization Policy
  - Employee Education Policy
  - Employee/Vendor Screening Policy
  - Enforcement and Discipline Policy
  - Monitoring and Auditing Policy
  - Policy on Reporting, Investigating, and Correcting Compliance Problems
- **Wittman Enterprises, LLC *Medicare and Medi-Cal Billing Compliance Procedures***
  - Billing Compliance Audits
  - New Employee Billing Compliance Audits
- **Syllabus for Compliance Training**
- **HIPAA Business Associate Agreement**

Access to Records Policy Summary

Wittman Enterprises ensures that its use, disclosure of and requests for PHI are in accordance with the Minimum Necessary requirements under HIPAA. We make every reasonable effort to limit the amount of PHI that we use, disclose, or request to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

Internal Use

Wittman's Privacy Officer is responsible for identifying those persons or categories of persons in our workforce who need access to PHI to carry out their duties, and shall, for each such person or class:

- Identify the category or categories of PHI to which access is needed in order for the persons or class to carry out their duties; and
- Identify any conditions that should apply to each person's or class' access to PHI.
- Approved personnel shall only have access to PHI when they are on duty.

Each department is responsible for overseeing and making reasonable efforts to ensure that personnel under its supervision only obtain access to the limited type of PHI that is required to carry out their duties. All Requests from any department for changes in access to PHI by its personnel shall be directed to the Privacy Officer for approval.

Routine Disclosures to Third Parties

For disclosures that Wittman Enterprises makes on a routine, recurring basis, we may use protocols to limit the PHI disclosed to the Minimum Necessary to achieve the purpose of the disclosure. The Privacy Officer is responsible for ensuring that all departments and functions within the Organization identify disclosures of PHI that they make on a routine, recurring basis. The Privacy Office is responsible for assisting each applicable department to create standard protocols to be applied to reasonably ensure that routine disclosures only include the Minimum Necessary PHI. Protocols under this section must address the following:

- The protocol must set forth the type of PHI that can be disclosed.
- The protocol must identify the types or categories of persons to whom the PHI identified in the protocol can be disclosed.
- The protocol must identify any applicable conditions to providing the disclosure.

Non-Routine Disclosures to Third Parties

All disclosures that are not routine and recurring must be reviewed on an individual basis in accordance with this section. The Privacy Officer, together with the compliance committee, shall be responsible for developing criteria to be applied to analyze non-routine disclosures to determine the Minimum Necessary PHI that can appropriately be disclosed. All non-routine disclosures must be forwarded to the Privacy Officer for review and approval prior to making the disclosure. The Privacy Officer shall be responsible for reviewing each such non-routine disclosure and determining the Minimum Necessary PHI that can be included in the disclosure. Finally, the PHI requested for disclosure by the following entities shall be deemed to be the Minimum Necessary for the stated purpose and do not require individual review by the Privacy Officer:

- Disclosures to a public official in accordance with applicable law, if the public official represents that the information requested is the Minimum Necessary;
- The information is requested by another Health Care Provider, Health Plan, or Health Care Clearinghouse;
- The information is requested by a professional who is a member of Wittman's workforce or is a Business Associate of Wittman Enterprises for the purpose of providing professional services to the Organization, if the professional represents that the information requested is the Minimum Necessary for the stated purpose(s); or
- A person is requesting PHI for research purposes and he or she has complied with the Organization's policy on research and provides documentation to that effect.

In the event a workforce member believes that a request for a disclosure involving PHI from a person or entity is not the Minimum Necessary, such workforce member must raise his or her concerns with the Privacy Officer. The Officer is responsible for evaluating such requests for disclosure and determining whether it is reasonable for Wittman Enterprises to rely on such request.

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business Agenda Item 6-D.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Approval of 2017 Traffic Speed Zone Survey

RECOMMENDATION:

It is recommended that the City Council consider to:

1. Approve the recommended speed limits in the 2017 Traffic Speed Zone Survey; and
2. Approve a resolution adopting the 2017 Traffic Speed Zone Survey; and
3. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The Project is exempt from further review under CEQA Regulations pursuant to CEQA Guidelines §§ 15061(b)(3) (the "Common Sense Exemption") and 15301 ("Existing Facilities").

EXECUTIVE SUMMARY:

On March 1, 2017, the City Council awarded a professional services contract to KOA Corporation to update the City's Engineering & Traffic Survey, also known as a "Speed Survey" or "Traffic Speed Zone Survey." KOA has completed the Traffic Speed Zone Survey and the results and recommendations are presented in this report.

BACKGROUND:

Section 40802 of the California Vehicle Code requires speed zones to be evaluated every 5 to 10 years in order to enforce posted speed limits. In preparing a "Traffic Speed Zone Survey," the City must comply with methods adopted by the Department of Transportation for establishing speed limits. These methods are found in the California Manual of Uniform Traffic Control Devices (MUTCD).

As explained in the MUTCD, "speed limits are established at or near the 85th percentile speed, which is defined as that speed at or below which 85% of the traffic is moving." Speed limits higher than the 85th percentile are not considered reasonable and could be considered unsafe; limits below the 85th percentile interfere with the normal flow of vehicle traffic (increasing accidents) and may require more enforcement action (creating a disproportionate number of speed violators when compared to other areas where the speed limit is justified).

However, where there are unusual conditions that are not readily apparent to most drivers, a speed limit lower than the 85th percentile can be justified. Such conditions should be identified by the local agency and an engineering study should include justification for reducing the speed limit based on such conditions. Examples of such conditions include residential density; accident history; pedestrian and bicyclist safety; or proximity to schools and parks.

The Traffic Speed Zone Survey completed by KOA Corporation evaluated 72 street segments, consisting of the city's arterial and collector streets and a few residential streets. As required in the MUTCD, KOA collected and analyzed traffic volume data and radar speed measurements; reviewed roadway characteristics and collision data; and prepared a final report recommending the speed limits for each street segment. A full summary of the existing and recommended speed limits is provided in the attached maps and table, excerpted from the Traffic Speed Zone Survey. The entire Traffic Speed Zone Survey consists of over 600 pages including a summary of each street segment with a recommendation to maintain, increase, or decrease the speed limit on that street segment. In the attached summary table, the speed limits for 61 of the 72 street segments are recommended to remain the same. However, the Traffic Speed Zone Survey recommends changes to the following 11 street segments based on the 85th percentile and above-mentioned roadway conditions taken into consideration. The recommendation sheet for each street segment is attached for your review.

	Street	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	Recommended Speed Limit (mph)
1	Alhambra Ave	Hellman Ave to Garvey Ave	35	34	30
2	Corporate Ctr Dr	Casuda Cyn Dr to Floral Dr	35	43	40
3	El Repetto Drive	Atlantic Blvd to Garfield Ave	25	34	30
4	Emerson Ave	Atlantic Blvd to Garfield Ave	30	30	25
5	Emerson Ave	Garfield Ave to New Ave	30	31	25
6	Floral Drive	West City Limit to Monterey Pass Rd	35	40	40
7	Garvey Avenue	Atlantic Blvd to Garfield Ave	25	35	30
8	Hellman Avenue	West City Limit to Garfield Ave	35	32	30
9	Orange Avenue	Graves Ave to Metro Dr	30	35	35
10	Saturn Street	Atlas Ave to Potrero Grande Dr	35	41	40
11	Ynez Avenue	Hellman Ave to Garvey Ave	35	35	30

Upon the Council's approval, the 2017 Traffic Speed Zone Survey shall provide the basis for the Police Department to enforce traffic speeds in the city. The last survey was accomplished in February 2006.

FISCAL IMPACT:

The fiscal impact will include the replacement of speed limit signs and painting of speed limit pavement markings for the 11 identified street segments at approximately $2,000. Funding is available in the Public Works Department operating budget account number (Gas Tax) 0022-4206-23800.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Jim Smith
Chief of Police

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Resolution
2. 2017 Traffic Speed Zone Survey (Excerpt) – Summary Maps & Table of Existing and Recommended Speed Limits

ATTACHMENT 1
Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA, ADOPTING THE 2017 TRAFFIC SPEED ZONE SURVEY AND THE SPEED LIMITS SET FORTH IN THE SURVEY

WHEREAS, an Engineering and Traffic Survey as defined by the California Vehicle Code (CVC) Section 627 is a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities, and;

WHEREAS, an Engineering and Traffic Survey shall include a minimum of the following considerations: 1) Prevailing speeds as determined by traffic engineering measurements; and 2) Accident records; and 3) Highway, traffic roadside conditions not readily apparent to the driver, and;

WHEREAS, the requirement to perform Engineering and Traffic surveys for the support of prima facie speed limits and the use of radar or other approved electronic devices to enforce speed limits is based on CVC Section 40802, and;

WHEREAS, the CVC also outlines the requirement to update the Engineering and Traffic Survey every 5 to 10 years depending on changes in the road conditions, and;

WHEREAS, the Monterey Park Municipal Code 10.32 establishes that the City may, by Resolution, designate prima facie speed limits upon streets in the City based upon engineering and traffic surveys as authorized by the CVC, and;

WHEREAS, the City Engineer has completed an Engineering and Traffic Survey entitled "2017 Traffic Speed Zone Survey" ("Survey" attached hereto as Exhibit A) for the City of Monterey Park dated July 2017.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: The City Council of the City of Monterey Park, California, finds that the above recitals are true and correct and hereby adopts the Survey and the speed limits set forth in the Survey

SECTION 2: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ____ day of _________, 2017.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ______________________________
Karl H. Berger, Assistant City Attorney

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Alhambra Avenue between Hellman Avenue and Garvey Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of Alhambra Avenue between Hellman Avenue and Garvey Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Alhambra Avenue is classified as a collector road in the City of Monterey Park General Plan. The adjacent land uses are residential, institutional, and commercial. The street is 50 feet wide consisting of two travel lanes separated by a center line stripe with a bicycle lane and parallel on-street parking on both sides.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on April 06, 2017 revealed the 85th percentile speed to be 34 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the local authority may instead optionally round down the speed limit to the lower five miles per hour increment, but then the local authority shall not reduce the speed limit any further for any reason. This round-down option is described under Option 2 in the California Manual of Uniform Traffic Devices, Section 2B.13 Paragraph 12a. This engineering and traffic survey recommends applying the Option 2 round-down thereby reducing the existing 35 mph speed limit to 30 mph.

Application of the CVC 21400(b) Option 2 round-down precludes further reduction in the speed limit. Nevertheless, the following are provided to fulfill the requirements of CVC 627(b):

• Accident Records: The expected collision rate on a collector street is 1.96 ± 0.71 per million vehicle miles (MVM). With 18 collisions recorded over a two-year period and 7,599 average vehicles per day (ADT), the collision rate has been 6.49 per MVM, which is above the expected rate. A downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

Recommendation

Based on prevailing speeds rounded down per Option, the existing posted speed limit of 35 mph should be lowered to 30 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Corporate Center Drive between Casuda Canyon Drive and Floral Drive

This engineering and traffic survey (E&TS) was prepared for the segment of Corporate Center Drive between Casuda Canyon Drive and Floral Drive in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Corporate Center Drive is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land use is commercial. The street is 64 feet wide consisting of four travel lanes separated by a two-way left turn lane with no on-street parking on both sides.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on April 12, 2017 revealed the 85th percentile speed to be 43 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the local authority may instead optionally round down the speed limit to the lower five miles per hour increment, but then the local authority shall not reduce the speed limit any further for any reason. This round-down option is described under Option 2 in the California Manual of Uniform Traffic Devices, Section 2B.13 Paragraph 12a. This engineering and traffic survey recommends applying the Option 2 round-down thereby raising the existing 40 mph speed limit.

Application of the CVC 21400(b) Option 2 round-down precludes further reduction in the speed limit. Nevertheless, the following are provided to fulfill the requirements of CVC 627(b):

• Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 0 collisions recorded over a two-year period and 7,842 average vehicles per day (ADT), the collision rate has been 0.00 per MVM, which is below the expected rate. No downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

Recommendation
Based on prevailing speeds rounded down per Option 2, the existing posted speed limit of 35 mph should be raised to 40 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

El Repetto Drive between Atlantic Boulevard and Garfield Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of El Repetto Drive between Atlantic Boulevard and Garfield Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

El Repetto Drive is classified as a collector road in the City of Monterey Park General Plan. The adjacent land use is residential. The street is 40 feet wide consisting of two travel lanes separated by a centerline stripe with parallel on-street parking on both sides.

The posted speed limit is 25 mph based on an E&TS performed in 2006. Speed data collected on May 2, 2017 revealed the 85th percentile speed to be 34 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the local authority may instead optionally round down the speed limit to the lower five miles per hour increment, but then the local authority shall not reduce the speed limit any further for any reason. This round-down option is described under Option 2 in the California Manual of Uniform Traffic Devices, Section 2B.13 Paragraph 12a. This engineering and traffic survey recommends applying the Option 2 round-down thereby retaining the existing 30 mph speed limit.

Application of the CVC 21400(b) Option 2 round-down precludes further reduction in the speed limit. Nevertheless, the following are provided to fulfill the requirements of CVC 627(b):

• Accident Records: The expected collision rate on a collector street is 1.96 ± 0.71 per million vehicle miles (MVM). With 3 collisions recorded over a two-year period and 1,706 average vehicles per day (ADT), the collision rate has been 3.09 per MVM, which is above the expected rate. A downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

Recommendation

Based on prevailing speeds rounded down per Option 2, the existing posted speed limit of 25 mph should be raised to 30 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK

DEPARTMENT OF PUBLIC WORKS

Engineering and Traffic Survey, May 2017

Emerson Avenue between Atlantic Boulevard and Garfield Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of Emerson Avenue between Atlantic Boulevard and Garfield Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Emerson Avenue is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land uses are residential and recreational. The street is 40 feet wide consisting of two travel lanes separated by a centerline stripe with parallel on-street parking on both sides.

The posted speed limit is 30 mph based on an E&TS performed in 2006. Speed data collected on April 06, 2017 revealed the 85th percentile speed to be 30 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

- Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 12 collisions recorded over a two-year period and 4,615 average vehicles per day (ADT), the collision rate has been 5.40 per MVM, which is above the expected rate. A downward speed zoning is recommended based on accident records.

- Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627(b) also allows optional consideration of residential density as well as pedestrian and bicycle safety. Ackley Street easily exceeds the residential density threshold of 16 or more separate dwelling houses or business structures per quarter mile on a roadway segment not considered to be a business district. As a result, application of Option 1's 5 mph reduction is justified.

Recommendation

Based on prevailing speeds reduced by 5 mph with an Option 1 reduction due to residential density and a collision rate higher than expected, the existing posted speed limit of 30 mph should be lowered to 25 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Emerson Avenue between Garfield Avenue and New Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of Emerson Avenue between Garfield Avenue and New Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Emerson Avenue is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land uses are residential and recreational. The street is 40 feet wide consisting of two travel lanes separated by a centerline stripe with parallel on-street parking on both sides.

The posted speed limit is 30 mph based on an E&TS performed in 2006. Speed data collected on April 11, 2017 revealed the 85th percentile speed to be 31 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

- Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 18 collisions recorded over a two-year period and 4,563 average vehicles per day (ADT), the collision rate has been 6.43 per MVM, which is above the expected rate. A downward speed zoning is recommended based on accident records.

- Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627(b) also allows optional consideration of residential density as well as pedestrian and bicycle safety. Emerson Avenue easily exceeds the residential density threshold of 16 or more separate dwelling houses or business structures per quarter mile on a roadway segment not considered to be a business district. As a result, application of Option 1's 5 mph reduction is justified.

Recommendation

Based on prevailing speeds reduced by 5 mph with an Option 1 reduction due to residential density and a collision rate higher than expected, the existing posted speed limit of 30 mph should be lowered to 25 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Floral Drive between West City Limits and Monterey Pass Road

This engineering and traffic survey (E&TS) was prepared for the segment of Floral Drive between West City Limits and Monterey Pass Road in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Floral Drive is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land uses are office and commercial. The street width varies from 68 to 80 feet consisting of four to five travel lanes separated by a two-way left turn lane with parallel on-street parking only permitted along the south side.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on May 2, 2017 revealed the 85th percentile speed to be 40 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

• Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 8 collisions recorded over a two-year period and 18,361 average vehicles per day (ADT), the collision rate has been 1.33 per MVM, which is within to the expected rate. No downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627 also allows optional consideration of residential density as well as pedestrian and bicycle safety. However, Floral Drive does not meet the requirements for Option 1's 5 mph reduction.

Recommendation

Based on prevailing speeds and the requirements for the Option 1 reduction not being met, the existing posted speed limit of 35 mph should be raised to 40 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Garvey Avenue between Atlantic Boulevard and Garfield Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of Garvey Avenue between Atlantic Boulevard and Garfield Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Garvey Avenue is classified as minor arterial road in the City of Monterey Park General Plan. The adjacent land use is commercial. The street is 78 feet wide consisting of four travel lanes separated by a raised median island with parallel on-street parking on both sides.

The posted speed limit is 25 mph based on an E&TS performed in 2006. Speed data collected on April 11, 2017 revealed the 85th percentile speed to be 35 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

• Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 59 collisions recorded over a two-year period and 21,619 average vehicles per day (ADT), the collision rate has been 5.75 per MVM, which is above to the expected rate. A downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627 also allows optional consideration of residential density as well as pedestrian and bicycle safety. 13 collisions involved un-safe speeds, 2 accidents involved pedestrians and 2 involved bicyclists were recorded within the past two years.

Recommendation
Based on prevailing speeds reduced by 5 mph with an Option 1 reduction due to a collision rate higher than expected the existing posted speed limit of 25 mph should be raised to 30 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Hellman Avenue between West City Limits and Garfield Avenue

This engineering and traffic survey (E&TS) was prepared for the segment Hellman Avenue between West City Limits and Garfield Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Hellman Avenue is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land use is residential. The street is 38 feet wide consisting of two travel lanes separated by a double yellow stripe with parallel on-street parking on both sides.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on April 06, 2017 revealed the 85th percentile speed to be 32 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

• Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 16 collisions recorded over a two-year period and 9,003 average vehicles per day (ADT), the collision rate has been 3.33 per MVM, which is above the expected rate. A downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627 also allows optional consideration of residential density as well as pedestrian and bicycle safety. However, an Option 1 reduction appears to be unnecessary.

Recommendation

Based on prevailing speeds and without application of an Option 1 reduction, the existing posted speed limit of 35 mph should be lowered to 30 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Orange Avenue between Graves Avenue and Saturn Street

This engineering and traffic survey (E&TS) was prepared for the segment of Orange Avenue between Graves Avenue and Saturn Street in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Orange Avenue is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land uses are residential, institutional, and recreational. The street is 40 feet wide consisting of two travel lanes separated by either a center line stripe or a double yellow stripe with parallel on-street parking on both sides.

The posted speed limits are 30 mph between Graves Avenue and Metro Drive and 35 mph between Metro Drive and Saturn Street based on an E&TS performed in 2006. Speed data collected on May 10, 2017 revealed the 85th percentile speed to be 35 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

• Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 7 collisions recorded over a two-year period and 4,945 average vehicles per day (ADT), the collision rate has been 1.66 per MVM, which is within the expected rate. No downward speed zoning is recommended based on accident records.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

Recommendation
Based on prevailing speeds and without application of an Option 1 reduction, the existing posted speed limit of 30 mph should be raised to 35 mph between Graves Avenue and Metro Drive. The existing posted speed limit of 35 mph should be retained between Metro Drive and Saturn Street.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK

DEPARTMENT OF PUBLIC WORKS

Engineering and Traffic Survey, May 2017

Saturn Street between Atlas Avenue and Potrero Grande Drive

This engineering and traffic survey (E&TS) was prepared for the segment of Saturn Street between Atlas Avenue and Potrero Grande Drive in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Saturn Street is classified as a minor arterial road in the City of Monterey Park General Plan. The adjacent land use is commercial. The street is 56 feet wide consisting of two travel lanes separated by a center line stripe between Atlas Avenue and Orange Avenue and a double yellow stripe between Orange Avenue and Potrero Grande Drive with no parking anytime on both sides.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on May 10, 2017 revealed the 85th percentile speed to be 41 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

- Accident Records: The expected collision rate on a secondary arterial with prevailing speed less than 40mph is 1.32 ± 0.74 per million vehicle miles (MVM). With 0 collisions recorded over a two-year period and 2,192 average vehicles per day (ADT), the collision rate has been 0.00 per MVM, which is below the expected rate. No downward speed zoning is recommended based on accident records.

- Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627 also allows optional consideration of residential density as well as pedestrian and bicycle safety. However, Saturn Street does not meet the requirements for Option 1's 5 mph reduction.

Recommendation

Based on prevailing speeds and the requirements for the Option 1 reduction not being met, the existing posted speed limit of 35 mph should be raised to 40 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

CITY OF MONTEREY PARK
DEPARTMENT OF PUBLIC WORKS
Engineering and Traffic Survey, May 2017

Ynez Avenue between Hellman Avenue and Garvey Avenue

This engineering and traffic survey (E&TS) was prepared for the segment of Ynez Avenue between Hellman Avenue and Garvey Avenue in accordance with California Vehicle Code (CVC) Section 627, and is required under CVC 40802 if speed limits are to be enforced by radar or any other electronic device that measures the speed of moving objects. CVC 40802 requires speed zones to be evaluated on a recurring basis to avoid being a "speed trap". If the E&TS is more than 5 years old, courts may reject evidence of speeding obtained through radar or other electronic devices. Engineering and traffic surveys may be up to 7 years old if conditions under CVC 40802(c)(1) related to enforcement training and equipment certification have been met or up to 10 years old if conditions under CVC 40802(II) related to roadway or traffic conditions have been met.

Ynez Avenue is classified as a collector road in the City of Monterey Park General Plan. The adjacent land uses are residential, commercial, and recreational. The street is 40 feet wide consisting of two travel lanes separated by a center line stripe with parallel on-street parking on both sides.

The posted speed limit is 35 mph based on an E&TS performed in 2006. Speed data collected on April 06, 2017 revealed the 85th percentile speed to be 35 mph.

CVC 21400(b) requires the local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, the local authority may apply Option 1 within MUTCD Section 2B.13 Paragraph 12a which says "The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5." The cited CVC Section 627 says the E&TS must consider the following:

• Accident Records: The expected collision rate on a collector street is 1.96 ± 0.71 per million vehicle miles (MVM). With 20 collisions recorded over a two-year period and 7,222 average vehicles per day (ADT), the collision rate has been 7.59 per MVM, which is above the expected rate.

• Highway, traffic, and roadside conditions not readily apparent to the driver: According to CVC 22358.5, "Conditions not readily apparent to the driver" exclude roadway width, curvature, grade, and surface conditions." No downward speed zoning is recommended based on highway, traffic, and roadside conditions not readily apparent to the driver.

CVC 627(b) also allows optional consideration of residential density as well as pedestrian and bicycle safety. Ynez Avenue easily exceeds the residential density threshold of 16 or more separate dwelling houses or business structures per quarter mile on a roadway segment not considered to be a business district. As a result, application of Option 1's 5 mph reduction is justified.

Recommendation

Based on prevailing speeds and with the application of an Option 1 reduction due to residential density and a collision rate higher than expected, the existing posted speed limit of 35 mph should be lowered to 30 mph.

Eric Yang, P.E.
Registered Traffic Engineer, Calif. TE 2672

ATTACHMENT 2

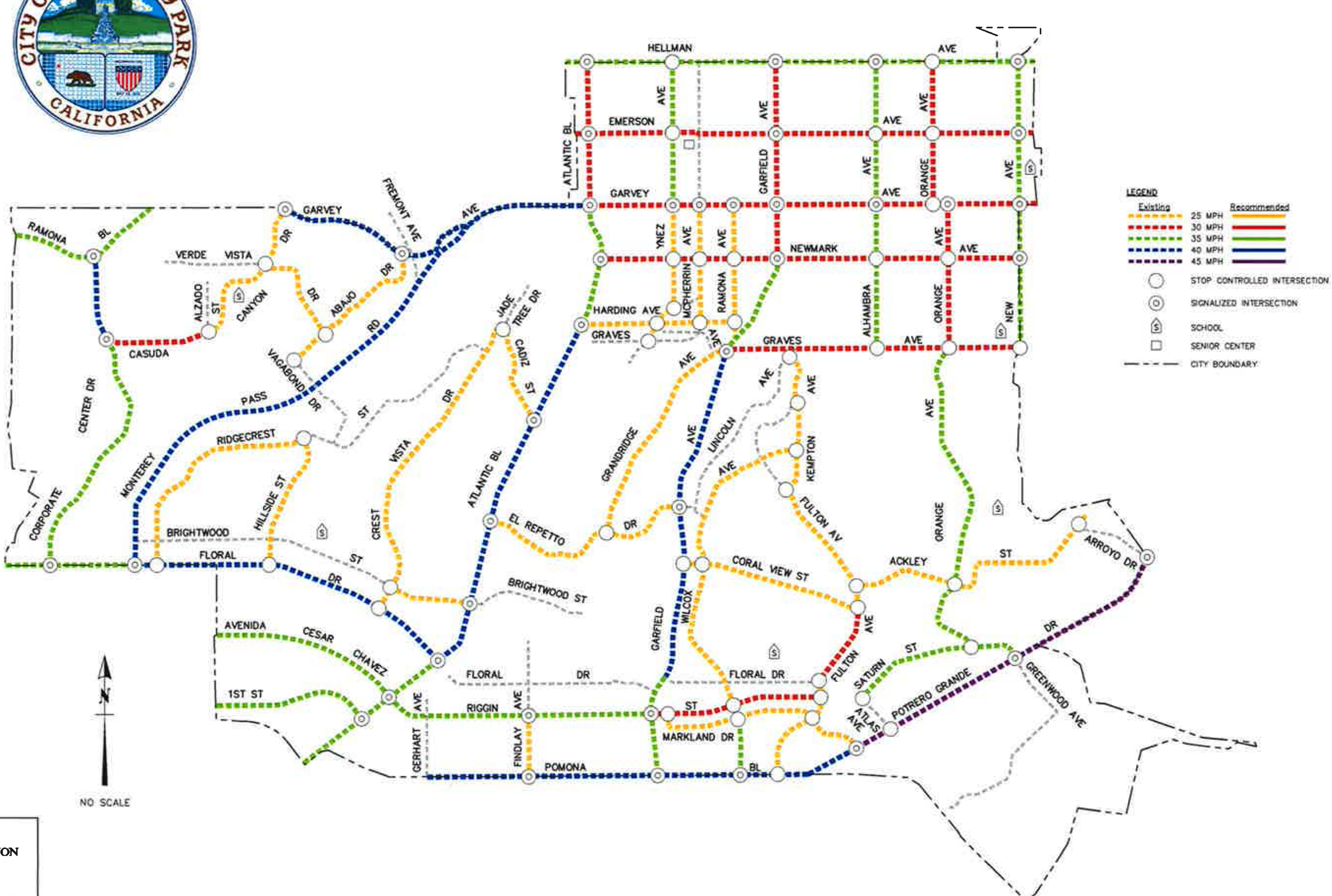
2017 Traffic Speed Zone Survey (Excerpt) – Summary Maps & Table of Existing and Recommended Speed Limits

ID	Street Segment	Limits	Roadway Classification	Existing Speed Limit (mph)	85th Percentile Speed (mph)			Recommended Speed Limit	Applied Option	Remarks	
					Recorded	Rounded Up	Rounded Down				
1	Abajo Road	Garvey Avenue to Vagabond Drive	Local	25	26	-	25	25	-		Local Road Exemption
2	Ackley Street	Fulton Avenue to Orange Avenue	Collector	25	31	-	30	25	1		Residential Density
3	Ackley Street	Orange Avenue to Arroyo Drive	Minor Arterial	25	32	-	30	25	1		Residential Density
4	Alhambra Avenue	Hellman Avenue to Garvey Avenue	Collector	35	34	35	-	30	2	Speed Decrease	Accident Rate
5	Alhambra Avenue	Garvey Avenue to Graves Avenue	Collector	35	36	-	35	35	-		
6	Atlantic Boulevard	Hellman Avenue to Garvey Avenue	Other Principal Arterial	30	37	-	35	30	1		Accident Rate
7	Atlantic Boulevard	Garvey Avenue to Harding Avenue	Other Principal Arterial	35	41	-	40	35	1		Accident Rate
8	Atlantic Boulevard	Harding Avenue to El Repetto Drive	Other Principal Arterial	40	41	-	40	40	-		Accident Rate
9	Atlantic Boulevard	El Repetto Drive to Floral Drive	Other Principal Arterial	40	42	-	40	40	-		Accident Rate
10	Atlantic Boulevard	Floral Drive to First Street	Other Principal Arterial	35	38	40	-	35	2		
11	Brightwood Street	Crest Vista Drive to Atlantic Boulevard	Local	25	33	35	-	25	-		Local Road Exemption
12	Cadiz Street/Crest Vista Drive	Ridgecrest Street to Atlantic Boulevard	Collector	25	32	-	30	25	1		Residential Density
13	Casuda Canyon Drive	Garvey Avenue to Alzado Street	Collector	25	32	-	30	25	1		Residential Density, Accident Rate
14	Casuda Canyon Drive	Alzado Street to Corporate Center Drive	Collector	30	35	-	35	30	1		Residential Density
15	Avenida Cesar Chavez	West City Limits to Atlantic Boulevard	Other Principal Arterial	35	40	-	40	35	1		Residential Density, Accident Rate
16	Coral View Street	Garfield Avenue to Fulton Avenue	Collector	25	31	-	30	25	1		Residential Density, Accident Rate
17	Corporate Center Drive	Ramona Boulevard to Casuda Canyon Drive	Minor Arterial	40	40	-	40	40	-		
18	Corporate Center Drive	Casuda Canyon Drive to Floral Drive	Minor Arterial	35	43	45	-	40	2	Speed Increase	
19	Crest Vista Drive	Ridgecrest Street to Floral Drive	Collector	25	30	-	30	25	1		Residential Density, Accident Rate
20	El Repetto Drive	Atlantic Boulevard to Garfield Avenue	Collector	25	34	35	-	30	2	Speed Increase	
21	Emerson Avenue	Atlantic Boulevard to Garfield Avenue	Minor Arterial	30	30	-	30	25	1	Speed Decrease	Residential Density, Accident Rate
22	Emerson Avenue	Garfield Avenue to New Avenue	Minor Arterial	30	31	-	30	25	1	Speed Decrease	Residential Density, Accident Rate
23	Findlay Avenue	Riggin Street to Pomona Boulevard	Minor Arterial	25	30	-	30	25	1		Residential Density, Accident Rate
24	First Street	West City Limits to Atlantic Boulevard	Minor Arterial	35	40	-	40	35	1		Residential Density, Accident Rate
25	Floral Drive	West City Limit to Monterey Pass Road	Minor Arterial	35	40	-	40	40	-	Speed Increase	
26	Floral Drive	Monterey Pass Road to Atlantic Boulevard	Minor Arterial	40	45	-	45	40	1		Accident Rate
27	Fulton Avenue	Kempton Avenue to Coral View Street	Local	25	34	35	-	25	-		Local Road Exemption
28	Fulton Avenue	Coral View Street to Floral Drive	Collector	30	37	-	35	30	1		Residential Density
29	Fulton Avenue	Floral Drive to Pomona Boulevard	Collector	25	30	-	30	25	1		Residential Density, Accident Rate
30	Garfield Avenue	Hellman Avenue to Newmark Avenue	Other Principal Arterial	30	36	-	35	30	1		Accident Rate
31	Garfield Avenue	Newmark Avenue to Graves Avenue	Other Principal Arterial	35	41	-	40	35	1		Residential Density, Accident Rate
32	Garfield Avenue	Graves Avenue to El Repetto Drive	Other Principal Arterial	40	46	-	45	40	1		Residential Density, Accident Rate
33	Garfield Avenue	El Repetto Drive to Riggin Street	Other Principal Arterial	40	46	-	45	40	1		Residential Density, Accident Rate
34	Garfield Avenue	Riggin Street to Pomona Boulevard	Other Principal Arterial	35	40	-	40	35	1		Accident Rate
35	Garvey Avenue	Casuda Canyon Drive to Fremont Avenue	Minor Arterial	40	44	-	45	40	2		
36	Garvey Avenue	Fremont Avenue to Atlantic Boulevard	Minor Arterial	40	45	-	45	40	1		Sight Distance
37	Garvey Avenue	Atlantic Boulevard to Garfield Avenue	Minor Arterial	25	35	-	35	30	1	Speed Increase	Accident Rate
38	Garvey Avenue	Garfield Avenue to New Avenue	Minor Arterial	30	36	-	35	30	1		Pedestrian Safety, Accident Rate
39	Grandridge Avenue	Garfield Avenue to El Repetto Drive	Local	25	40	-	40	25	-		Local Road Exemption
40	Graves Avenue	Garfield Avenue to New Avenue	Minor Arterial	30	30	-	30	30	-		
41	Harding Avenue	Atlantic Boulevard to Ramona Avenue	Minor Arterial	25	28	30	-	25	2		
42	Hellman Avenue	West City Limits to Garfield Avenue	Minor Arterial	35	32	-	30	30	-	Speed Decrease	

ID	Street Segment	Limits	Roadway Classification	Existing Speed Limit (mph)	85th Percentile Speed (mph)			Recommended Speed Limit	Applied Option	Remarks
					Recorded	Rounded Up	Rounded Down			
43	Hellman Avenue	Garfield Avenue to New Avenue	Minor Arterial	35	34	35	-	35	-	
44	Hillside Street	Ridge Crest Street to Floral Drive	Local	25	32	-	30	25	-	Local Road Exemption
45	Kempton Avenue	Lincoln Avenue to Fulton Avenue (s)	Local	25	26	-	25	25	-	Local Road Exemption
46	Markland Drive	Riggin Street to Potrero Grande Drive	Local	25	33	35	-	25	-	Local Road Exemption
47	McPherrin Avenue	Garvey Avenue to Harding Avenue	Local	25	29	30	-	25	-	Local Road Exemption
48	Monterey Pass Road	Garvey Avenue to Vagabond Road	Minor Arterial	40	46	-	45	40	1	Accident Rate
49	Monterey Pass Road	Vagabond Drive to Floral Drive	Minor Arterial	40	44	45	-	40	2	
50	New Avenue	Hellman Avenue to Garvey Avenue	Other Principal Arterial	35	40	-	40	35	1	Residential Density, Accident Rate
51	New Avenue	Garvey Avenue to Graves Avenue	Minor Arterial	35	38	40	-	35	2	
52	Newmark Avenue	Atlantic Boulevard to Garfield Avenue	Collector	30	30	-	30	30	-	
53	Newmark Avenue	Garfield Avenue to New Avenue	Collector	30	35	-	35	30	1	Residential Density, Accident Rate
54	Orange Avenue	Hellman Avenue to Garvey Avenue	Minor Arterial	30	36	-	35	30	1	Residential Density, Accident Rate
55	Orange Avenue	Garvey Avenue to Graves Avenue	Minor Arterial	30	32	-	30	30	-	
56	Orange Avenue	Graves Avenue to Saturn Street	Minor Arterial	30/35	35	-	35	35	-	Speed Increase between Graves Avenue and Metro Drive
57	Pomona Boulevard	Gerhart Avenue to Garfield Avenue	Other Principal Arterial	40	44	45	-	40	2	Accident Rate
58	Pomona Boulevard	Garfield Avenue to Markland Drive	Other Principal Arterial	40	42	-	40	40	-	
59	Potrero Grande Drive	Markland Drive to Arroyo Drive	Other Principal Arterial	45	51	-	50	45	1	Accident Rate
60	Ramona Avenue	Garvey Avenue to Garfield Avenue	Collector	25	30	-	30	25	1	Residential Density, Accident Rate
61	Ramona Boulevard	West City Limits to North City Limits	Minor Arterial	35	37	-	35	35	-	
62	Ridgecrest Street	Hillside Street to Floral Drive	Local	25	34	35	-	25	-	Local Road Exemption
63	Riggin Street	Atlantic Boulevard to Findlay Avenue	Minor Arterial	35	35	-	35	35	-	
64	Riggin Street	Findlay Avenue to Garfield Avenue	Minor Arterial	35	36	-	35	35	-	
65	Riggin Street	Garfield Avenue to Fulton Avenue	Minor Arterial	30	37	-	35	30	1	Residential Density
66	Saturn Street	Atlas Avenue to Potrero Grande Drive	Minor Arterial	35	41	-	40	40	-	Speed Increase
67	Verde Vista Drive	Casuda Canyon Drive to Abajo Drive	Local	25	30	-	30	25	-	Local Road Exemption
68	Wilcox Avenue	Kempton Avenue to Coral View Street	Local	25	40	-	40	25	-	Local Road Exemption
69	Wilcox Avenue	Coral View Street to Riggin Street	Local	25	33	35	-	25	-	Local Road Exemption
70	Wilcox Avenue	Riggin Street to Pomona Boulevard	Minor Arterial	35	35	-	35	35	-	
71	Ynez Avenue	Hellman Avenue to Garvey Avenue	Collector	35	35	-	35	30	1	Speed Decrease Residential Density, Accident Rate
72	Ynez Avenue	Garvey Avenue to Graves Avenue	Local	25	31	-	30	25	-	Local Road Exemption

CITY OF MONTEREY PARK CITYWIDE E&T SURVEY PROJECT

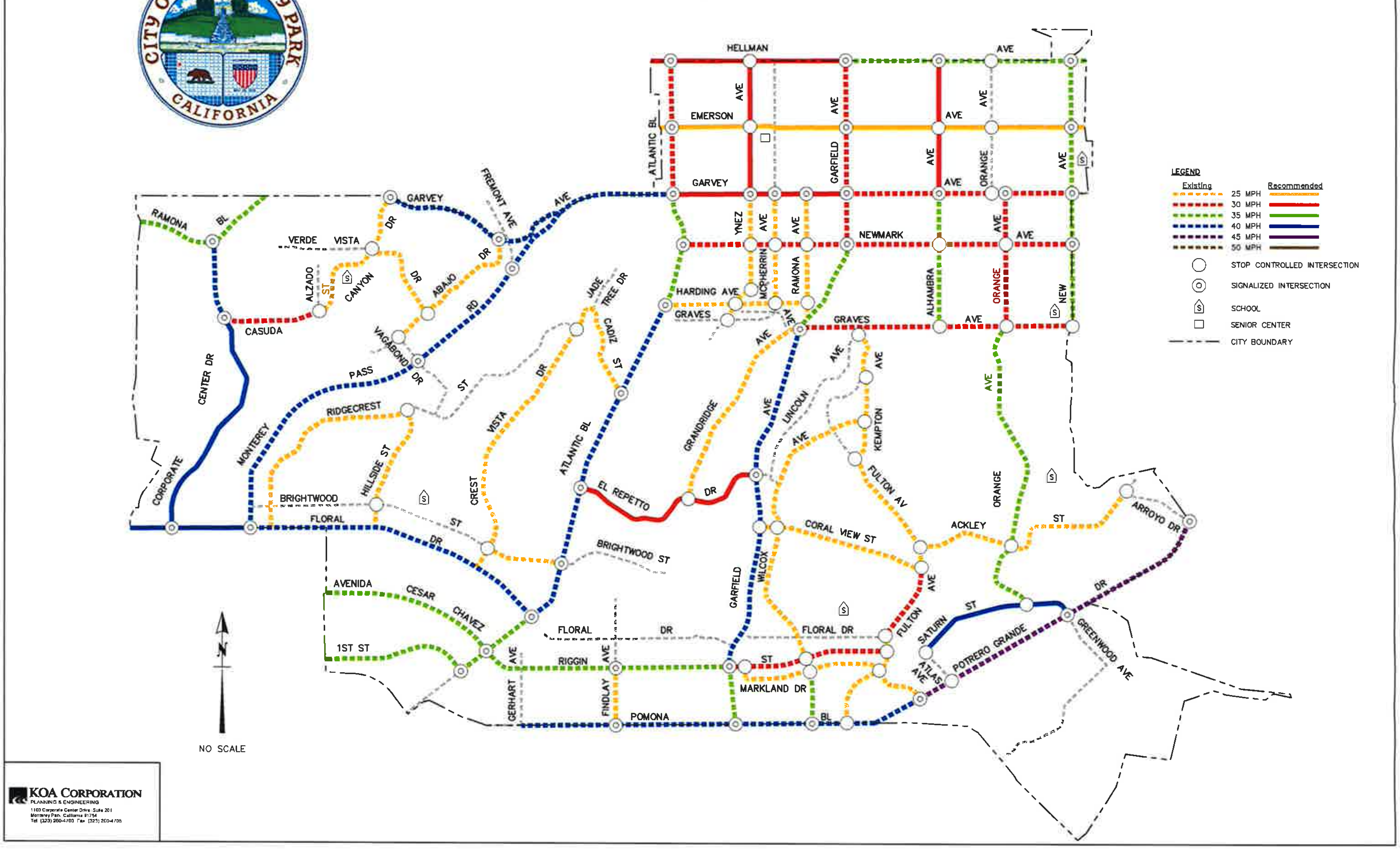
EXISTING SPEED LIMITS



KOA CORPORATION
PLANNING & ENGINEERING
1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel (323) 260-4703 Fax (323) 260-4705

CITY OF MONTEREY PARK CITYWIDE E&T SURVEY PROJECT

RECOMMENDED SPEED LIMITS



City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business Agenda Item 6-E.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Designation of "No Parking" areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue

RECOMMENDATION:

It is recommended that the City Council consider to:

1. Adopt Resolution No.______ establishing "no parking" areas on North Atlantic Boulevard between West Garvey Avenue and West Emerson Avenue, per Monterey Park Municipal Code ("MPMC") §10.48.090; and
2. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

As a minor alteration to existing public facilities, this project is a Class 1 Categorically Exempt project pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

There are currently line of sight issues associated with vehicles parking along North Atlantic Boulevard between Garvey Avenue and Emerson Avenue. Staff investigated the situation and proposes installing red curbing to eliminate the line of sight issues.

BACKGROUND:

Parking is allowed along a majority of Atlantic Boulevard between Garvey Avenue and Emerson Avenue. However, the current parking alignment creates line of sight, visibility issues for vehicles exiting the parking areas onto Atlantic Boulevard. Staff investigated the area and has created proposed red curbing to eliminate the line of sight issues. The proposed, new red curbing still allows for parking along Atlantic Boulevard, yet eliminates the line of sight issues.

Staff proposes installing a total of 85 additional feet of red curbing at three different sections along the east side of Atlantic Boulevard between Garvey Avenue and Emerson Avenue. Attached is an exhibit showing the proposed additional red curbing.

FISCAL IMPACT:

Installation of the proposed red curbing will be completed using in-house Public Works maintenance staff resources.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

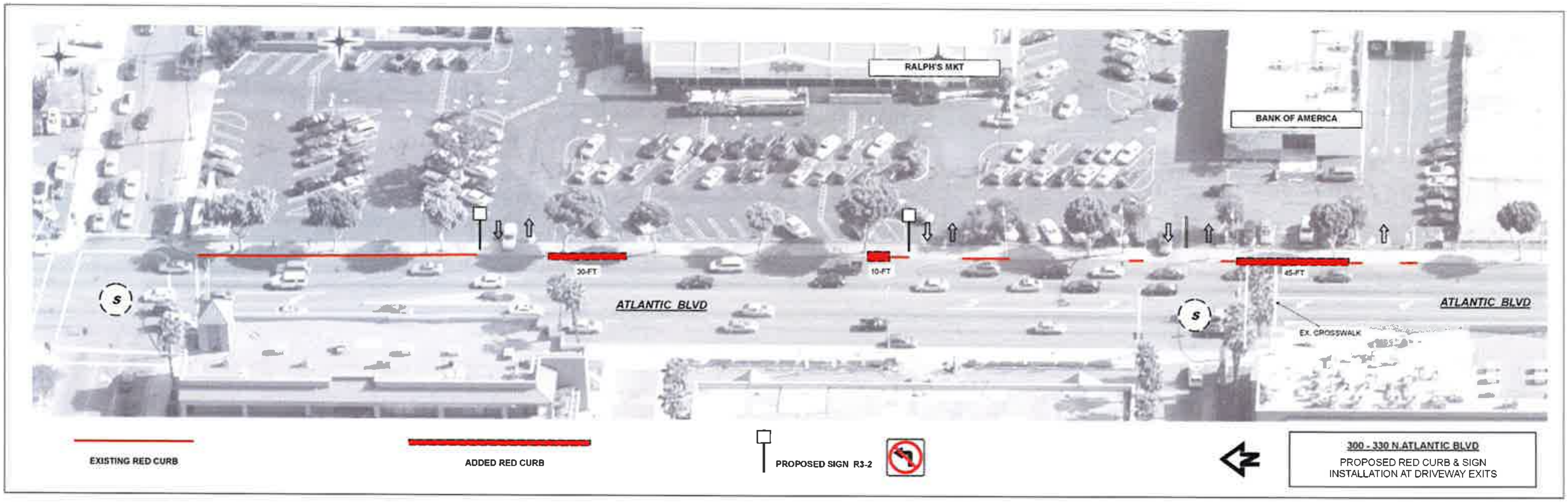
Karl H. Berger
Assistant City Attorney

Attachment:

1. Exhibit showing proposed new red curbing on Atlantic Boulevard
2. Resolution

ATTACHMENT1

Exhibit showing proposed new red curbing on Atlantic Boulevard



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N
300 - 330 N.ATLANTIC BLVD
PROPOSED RED CURB & SIGN
INSTALLATION AT DRIVEWAY EXITS

ATTACHMENT 2
Resolution

RESOLUTION NO. __

A RESOLUTION REGARDING NO PARKING REGULATIONS ON ATLANTIC BOULEVARD BETWEEN GARVEY AVENUE AND EMERSON AVENUE.

The City Council of the City of Monterey Park does resolve as follows:

SECTION 1: Pursuant to those sections of the Monterey Park Municipal Code ("MPMC") identified below, this Resolution restricts the use of streets and street portions for parking, driving, and as otherwise specified:

SECTION 2: Pursuant to MPMC §10.48.090, the following streets, or street sections, are designated as "No Parking At Any Time":

No.	Street Name	Street Side	Designated Area
1.	ATLANTIC BOULEVARD	East	Emerson Ave. to Garvey Ave.

SECTION 3: Repeal of any resolution does not affect any penalty, forfeiture, or liability incurred before, or preclude prosection and imposition of penalties for any violation occurring before, this Resolution's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Resolution.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _______________, 20___.

____
Teresa Real Sebastian, Mayor

ATTEST:

____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _________________________________
Karl H. Berger, Assistant City Attorney

CERTIFICATION

**STATE OF CALIFORNIA) **
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. ______ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of July, 2017, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _______ day of _____________, 2017.

Vincent D. Chang, City Clerk
Of the City of Monterey Park,
California
(SEAL)

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business Agenda Item 6-F.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Award of Contract - South Atlantic Banner Poles

RECOMMENDATION:

It is recommended that the City Council consider to:

1. Authorize the Interim City Manager to execute a public works contract, in a form approved by the City Attorney, with E.C. Construction, in the amount of \$31,660.00 for the South Atlantic Banner Pole Replacement Project (Spec. 869);
2. Authorize the Interim Director of Public Works to approve change orders up to \$3,166.00 (up to 10% of the construction contract amount) for this project; and
3. Take such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

Since the proposed work is a minor alteration to an existing public facility, this project is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

The Engineering Division prepared bid specifications for the South Atlantic Banner Poles project. Staff has completed the bidding process and is recommending the award of contract to E.C. Construction.

BACKGROUND:

Over a year ago, the easterly banner pole on South Atlantic Boulevard just north of 1st Street was blown over by heavy winds. City street crews removed the damaged pole, while leaving the westerly banner pole in place. The project involves the removal of the remaining banner pole and installation of two new banner poles and reinforced concrete foundations at the same location. The banner poles are frequently used to advertise various city and community events. Three contractors purchased the bid specifications; however, only one submitted a bid on June 29, 2017 as follows:

RANK	BIDDER	BASE BID AMOUNT
1	E.C. CONSTRUCTION	$31,660.00

The bid submitted by E.C. Construction is the lowest responsive bid from a responsible bidder. E.C. Construction's license was verified with the California State Contractor's License Board to be current, active and in good standing. Staff also checked the contractor's references and received positive feedback. E.C. Construction has performed a variety of street improvement projects in the cities of Whittier, La Habra, and San Marino, and installed the banner poles on South Garfield Avenue in Monterey Park two years ago.

FISCAL IMPACT:

The total construction amount requested is $34,826.00 (including 10% contingency amount). There are sufficient funds available, $50,000, in the FY 2017-2018 Budget in Community Capital Improvements (General Fund) account #0010-801-5002-96094, Atlantic Light Pole.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Rey Alfonso
Assistant City Engineer

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachment:
1. Bid Specification 869
2. E.C. Construction Bid

ATTACHMENT 1
Bid Specification 869

CITY OF MONTEREY PARK

BIDDING DOCUMENTS
For

South Atlantic Boulevard Banner Pole Installation
Specification No. 869

Bid Due Date:
11:00 AM
Thursday, June 15, 2017

Submit bids to:
City Clerk's Office
City Of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754

Approved by: ______________________

Rey Alfonso, PE
Assistant City Engineer
City of Monterey Park

Date: 5/18/17

REGISTERED PROFESSIONAL ENGINEER
REYNOLD P. ALFONSO
NO. C50706
EXP. 9/30/17
CIVIL
STATE OF CALIFORNIA

TABLE OF CONTENTS

SECTION A. NOTICE INVITING SEALED BIDS

The City of Monterey Park is accepting sealed bids in the City Clerk's office, 320 West Newmark Avenue, Monterey Park, CA 91754, until **11:00 AM** on **Thursday, June 15, 2017**, at which time they will be publicly opened. Late bids will not be accepted.

As described in the Bidding Documents, the bids are for a public works project, **South Atlantic Boulevard Banner Pole Installation** which consists of furnishing and installing banner poles on S. Atlantic Boulevard just north of 1st Street. and related work as shown on the plans on file with the City's Public Works Department. Bids will be public opened in approximately 15 minutes after the bid due date and time.

Work on the Project shall be performed in strict conformity with Specification No. 869 as adopted by the City's City Council on May 3, 2017, which is filed with the City's Public Works Department.

Copies of the Plans, Specifications and contract documents can be obtained as follows:

1. Hard copy can be picked up at a non-refundable cost of $15 from City of Monterey Park Public Works Department, 320 West Newmark Avenue, Monterey Park, CA 91754. Make check payable to City of Monterey Park. Place a note on the check as follows: Cost for Plan Set for "Specification No. 869."

2. Hard copy can be mailed at a non-refundable cost of $20. Make check payable to City of Monterey Park. Place a note on the check as follows: Cost for Plan Set for "Specification No. 869."

The terms and conditions for bidding on the Project are described in the attached Bidding Instructions.

This project requires payment of State prevailing rates of wages for Los Angeles County. The contractor shall post copies of the prevailing schedule at each job site. Copies of these rates of wages are available from the State of California Department of Industrial Relations Prevailing Wage Unit, Telephone No. (415) 703-4774. The website for this agency is currently located at www.dir.ca.gov.

Engineer's Estimate is $30,000.00

A Bid Bond equal to minimum Ten percent (10%) of the Bid Amount is required.

Construction Days is 10 working days.

Liquidated Damages is $250 per calendar day.

Required State of California Contractors License Classification is Class A.

Five percent (5%) will be deducted from each progress payment and retained by the City. The remainder less the amount of all previous payments will be paid to the Contractor. Pursuant to Public Contracts Code ("PCC") § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, any such election will be at the Contractor own expense and will include costs incurred by the City to accommodate the Contractor's request.

For questions, contact via e-mail only:

Mr. Rey Alfonso
Assistant City Engineer

RAlfonso@MontereyPark.ca.gov

DATED this 18th day of May, 2017.

CITY OF MONTEREY PARK, CALIFORNIA

____

VINCENT D. CHANG, City Clerk

--END OF SECTION--

SECTION B. BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.

1.1. "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2. "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3. "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4. "Bidder" means a person or firm that submits a Bid.

1.5. "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6. "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.7. "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2. **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1. Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2. Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4. Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder shall also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5. If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7. The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8. Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9. The Bidder has paid the City's business license fee(s).

3. BIDDING DOCUMENTS.

3.1. Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2. Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3. The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1. Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's

Representative errors, inconsistencies, or ambiguities discovered.

4.2. Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3. Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5. **PRODUCT SUBSTITUTIONS.** No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6. **SUBCONTRACTORS.**

6.1. Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2. Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7. **ADDENDA.**

7.1. Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2. Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3. The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued any time before the Bid Deadline.

7.4. Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8. PRE-BID CONFERENCE. When required, Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, accept comments, and conduct a Project site visit. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

9. FORM AND STYLE OF BIDS.

9.1. Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

9.2. All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

9.3. Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

9.4. Each Bidder shall fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder shall explain the circumstances of each disqualification. The City may reject the bid based on such information.

9.5. Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

9.6. The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes shall be covered as extra work.

9.7. The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

10. BID SECURITY.

10.1. Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

10.2. If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

10.3. If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

10.4. The City will retain Bid Security until the occurrence of one of the following:

10.4.1. All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

10.4.2. The specified time has elapsed during which Bids may be withdrawn.

10.4.3. All Bids have been rejected.

10.5. The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

10.6. Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

10.7. Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

10.8. Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11. MODIFICATION OR WITHDRAWAL OF BID.

11.1. Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

11.2. A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

11.3. Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

11.4. Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

12. OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13. REJECTION OF BIDS.

13.1. The City will have the right to reject all Bids.

13.2. The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14. AWARD.

14.1. The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

14.2. The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

14.3. The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

14.4. The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

14.4.1. Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

14.5. The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

14.5.1. Three originals of the Agreement signed by Bidder.

14.5.2. Three originals of the Payment Bond.

14.5.3. Three originals of the Performance Bond.

14.5.4. Certificates of Insurance on form provided by the City.

14.5.5. Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

14.5.6. Preliminary Contract Schedule.

14.5.7. Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

14.5.8. Cost Breakdown.

14.6. Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

14.7. If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

14.8. If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

–END OF SECTION–

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: ____

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BASE BID SCHEDULE SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION					
NO.	ITEM DESCRIPTION	UNIT OF	EST.	Unit Price	Extended Price
1	Furnish and install two (2) 30' banner poles with footings, 30" diameter and 8' deep with rebar cage, including cables and related hardware., drill 2 slot holes per pole per diagram.	LS	1		
2	Demo existing banner pole and footings	LS	1		
TOTAL BASE BID AMOUNT IN NUMBERS		$			-
TOTAL BASE BID AMOUNT IN WORDS					

The low bid will be established based on the "Base Bid". Any <u>Additive Bid Alternatives Must Be Filled Out</u> but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Name:		
Address:		$________
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		**$________**

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name ______________	Project Name and Brief Description	
Contact Name and Title ______________		
Tel: ______________ E-mail: ______________	Contract Value: $__________	Year Completed:______

Reference 2		
Agency Name ______________	Project Name and Brief Description	
Contact Name and Title ______________		
Tel: ______________ E-mail: ______________	Contract Value: $__________	Year Completed:______

Reference 3		
Agency Name ______________	Project Name and Brief Description	
Contact Name and Title ______________		
Tel: ______________ E-mail: ______________	Contract Value: $__________	Year Completed:______

Reference 4		
Agency Name ______________	Project Name and Brief Description	
Contact Name and Title ______________		
Tel: ______________ E-mail: ______________	Contract Value: $__________	Year Completed:______

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: ____________________

Date of Inspection: ____________________

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No.__________________ Dated_______________

Addendum No.__________________ Dated_______________

Addendum No.__________________ Dated_______________

Addendum No.__________________ Dated_______________

Addendum No.__________________ Dated_______________

Addendum No.__________________ Dated_______________

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the 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 that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: ______________________________

Authorized Signature: ______________________________

Name and Title: ______________________________

Date: ________________

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the ____________________________ of ______________________________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: ________________________________

Authorized Signature: ________________________________

Name and Title: ________________________________

Date: ________________

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been______ **has been**______ **(indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** _YES_ explain the circumstances below:

Bidder's Name: ______________________

Authorized Signature: ______________________

Name and Title: ______________________

Date: ____________

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been_____ **has been**_____ **(indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: ____________________

Authorized Signature: ____________________

Name and Title: ____________________

Date: __________

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been______ **has been**______ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: ______________________________

Authorized Signature: ______________________________

Name and Title: ______________________________

Date: _______________

BIDDER INFORMATION

Bidder's Name: ______________________________

Address: ______________________________

Form of Legal Entity: ______________________________

If a Corporation, State of Incorporation: ______________________________

State Contractor's Class and License No.: ______________________________

Contact Person Information:

Name: ______________________ Title: ______________________

E-mail: ______________________ Tel: ______________________

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

____

____

____

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

____

____

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

____

____

Previous contract performance history:

Was any contract terminated previously:_______

If the answer to the above is "yes", provide the following information:

Contract/project name and number:____

Date of termination:____

Reason for termination:____

Owner's name:____

Owner contact person and tel. no.: _______________________________________

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of ___________, 20__.

BIDDER ____

____

____

____

Subscribed and sworn to this _____ day of _______________, 20__.

NOTARY PUBLIC ____

PROPOSAL GUARANTEE

BID BOND

Bond No.:____________

KNOW ALL MEN BY THESE PRESENTS that ______________________________, as BIDDER, AND ____________________________, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of ______________________________ **($ ____________)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION, SPECIFICATIONS NO. 869**("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _______________, 20__.

SIGNED AND SEALED this ______ day of __________________, 20__.

______________________________ ______________________________

PRINCIPAL SURETY

PRINCIPAL's MAILING ADDRESS: **SURETY's MAILING ADDRESS:**

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of ______________________ **($ __________)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION, SPECIFICATIONS NO. 869**("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: ______________________

Authorized Signature: ______________________

Name and Title: ______________________

Date: ______________

--END OF SECTION--

SECTION D. GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these Special Provisions, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Special Provisions of the Contract Documents is intended to correspond with Greenbook numbering.

0-3 MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the Greenbook, the Contract Documents take precedence.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Greenbook.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Design Engineers, Soils Engineer, Structural Engineers - Advisors employed by the City.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually

48 hours or two working days) before the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Engineer - The City Engineer, or designee, as defined in the Greenbook. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Engineer or his designated representative.

Greenbook – The most recent edition of the Standard Specifications for Public Works Construction.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City's Public Works Director, or designee.

State Standard Specifications - State of California Standard Specifications, most current edition, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Engineer, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, "Time of Completion."

1-3 ABBREVIATIONS

The following Subsection is added to Subsection 1-3 of the Greenbook.

1-3.1 The following abbreviations are added to Subsection 1-3 of the Greenbook:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
Greenbook	The most current edition of the Standard Specification for Public Works Construction, and subsequent supplements prepared by Southern California Chapters of AGC and APWA
ASA	American Standard Association
CITY	City of Monterey Park

SSP	State of California Standard Plans, current edition
SSS	State of California Standard Specifications, current edition

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

The following subsections 2-1.1 and 2-1.2 are added to the Greenbook.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the current Contract Schedule submitted by the Contractor, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

2-1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Contract Documents and all copies furnished to or provided by the Contractor are the City's property and may not be used on other work.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of Greenbook is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor shall have the City Council's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the City may terminate the Contractor's control over the Work, cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2-3.2 ADDITIONAL RESPONSIBILITY

Add the following to Subsection 2-3.2 Additional Responsibility:

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than ten percent (10%) of the Work.

2-4 CONTRACT BONDS

The following paragraph is added to Subsection 2-4 of the Greenbook.

The Faithful Performance Bond and the Labor and Materials Bond shall be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Subsection 6-8.1.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the Greenbook is replaced by the following subsection.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction.

2. The current accepted Contract Schedule.

3. Shop Drawings, Product Data, and Samples.

4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.

5. All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the Greenbook:

> As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the Engineer for such further explanations as may be necessary, and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the Engineer any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Engineer.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the Greenbook.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

2-9 SURVEYING

Subsection 2-9.3, Survey Service, is deleted in its entirety and replaced by the following subsection:

2-9.3 SURVEY SERVICE

2-9.3.1 CONSTRUCTION SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Engineer authorized to practice land surveying by the State of California.

The Project Benchmark is shown on the plans. The Contractor will establish all necessary control lines based on the plans and record information on file with the County of Los Angeles Surveyor and the Engineer.

It is the responsibility of the Contractor to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Los Angeles at the direction of the Engineer.

Computations, survey notes, and other data used to accomplish the work will be neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) will be furnished to the Engineer before beginning work that requires their use.

2-9.3.2 MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 PAYMENT

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2 (c), Tool and Equipment Rental is modified where the second and third paragraphs are replaced with "Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage."

3-3.2.3 MARK UP

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

(a) Work by Contractor. The following percentages will be added to the Contractor's costs and will constitute the markup for all overhead and profits.

1)	Labor	20%
2)	Materials	5%
3)	Equipment Rental	5%
4)	Other Items and Expenditures	5%

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

(b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection shall be made part of the Claim as supporting data for the Claim.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the Engineer in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Subsection 6-11, so that the Engineer can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the thirty (30) day time period set forth in Subsection 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;

2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class

I, II, or III disposal site in accordance with applicable law.

The Engineer will promptly investigate conditions that appear to be changed conditions. The Engineer's decision, and any dispute regarding that decision, will be made in accordance with Section 6-11 except that the Engineer will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

1. The information is made available for the Bidders' convenience and is not a part of the Contract.

2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.

3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Special Provisions. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City Engineer. Any inspection required outside of normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the City.

4-1.3.2 INSPECTION OF MATERIALS NOT PRODUCED LOCALLY

Contractor purchased materials, fabricated items, and equipment, produced at sources located more than 50 miles outside the corporate limits of the City, and which are specified to be inspected in the Contract Documents, will be inspected by inspectors or testing laboratories arranged for and paid for by City. Report of such inspection shall be submitted to the City. If any item inspected fails to meet the specified criteria, the Contractor will pay all costs for reinspection, and such costs may be deducted from payments due to the Contractor.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal".

For the City's consideration of a proposed "equal" item, the Bidder shall submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item." At a minimum, the submitted documentation will include:

1. Written request with explanation of why the product should be considered as an equal product.
2. Material specifications.
3. Technical specifications.

4. Test data.

5. Samples.

6. Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.

7. Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.

8. Warranty data.

The Bidder will be notified by the Engineer whether or not the proposed "equal" product is acceptable to the City five (5) calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City's rejection of the proposed "equal" product without further consideration.

SECTION 5 – UTILITIES

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the Greenbook.

5-2.1 INCORRECT LOCATION OF UTILITIES

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the contract plans or specifications by the City, the Contractor will immediately notify the City and utility owner in writing.

5-4 RELOCATION

The following subsection is added to Subsection 5-4 of the Greenbook.

5-4.1 RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City will be responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not correctly identified in the contract plans or specifications by the City. The City will have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

5-5 DELAYS

The following paragraphs are added to Subsection 5-5 of the Greenbook.

Actual loss, as used in this Subsection, will be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Subsection 5-5.1 and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

The following subsection is added to Subsection 5-5 of the Greenbook.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will calculated in accordance with Subsection 3-3.2.2(c) and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2(a).

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for a pre-construction meeting to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the Engineer for review, as required by these Specifications within fifteen (15) days of award.

6-1.2 CONTENT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedule, will meet the following requirements:

1. Schedules shall be suitable for monitoring progress of the Work.

2. Schedules shall provide necessary data about the time for the Engineer's decisions.

3. Schedules shall be sufficiently detailed to demonstrate adequate planning for

the Work.

4. Schedules shall represent a practical plan to complete the Work within the Contract Time.

5. Schedules shall show the critical path method for completing the Work.

The Engineer's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the Engineer to be practical. Acceptance of such a schedule by the Engineer will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the Engineer in developing the Contract Schedule and updated Contract Schedules.

The Engineer's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about any schedule will not transfer responsibility for any schedule to the Engineer or the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The Engineer's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the work completed and in place at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;

2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;

3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Subsections 6-6.1 to 6-6.4 are deleted and replaced with the following subsections.

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof shall be provided in a timely manner in accordance with the sequence of the

Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the Engineer may, but is not required to, deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the Engineer written notice of such request not later than the time limit set forth in the Proposal for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time shall be in the form required by the "Claims" sections of these Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

The following is added to Subsection 6-7.2 of the Greenbook:

6-7.2.1 WORKING HOURS

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 4:00 p.m. Any work activity in traffic lanes and/or affecting traffic will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., except as otherwise approved by the Engineer.

6-7.2.2 NIGHT WORK

The City will not permit Work between the hours of 4 p.m. and 7 a.m. of the following day unless specifically provided for in the bid documents or unless the Contractor receives prior written approval.

6-7.2.3 WEEKEND AND HOLIDAY WORK

The Engineer may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

Subsection 6-8 is deleted in its entirety and replaced by the following subsection:

6-8 COMPLETION AND ACCEPTANCE

The Work will be inspected by the Engineer for acceptance upon the Engineer receiving the Contractor's written assertion that the Work is complete.

If, in the Engineer's judgment, the Work is complete and is ready for acceptance, the Engineer will accept the Work on behalf of the City in the manner prescribed by the City. The Engineer will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the Greenbook is deleted in its entirety and replaced by the following subsections.

6-9.1 FAILURE TO COMPLETE WORK ON TIME

If all the work called for under the contract is not completed before or upon the expiration of the Contract Time, the City will sustain damage. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified in the Proposal for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract. Unless otherwise specified, liquidated damages will be $250 per calendar day.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Engineer, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.

2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.

3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.

4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim shall include the following:

1. A statement that it is a Claim and a request for a decision.

2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.

3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.

4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

   a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown shall be provided even if the costs claimed have not been incurred when the Claim is submitted.

   b) To the extent costs have been incurred when the Claim is submitted, the Claim shall include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.

   c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records shall be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within 7 days of the date the cost reflected in the record is incurred. At the Engineer's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

5. If the Claim involves an error or omission in the Contract Documents:

   a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and

   b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.

6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.

7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.

8. A personal certification from the Contractor that reads as follows:

   "I, ______________, being the ______________ (shall be an officer) of ________________ (contractor name), declare under penalty of perjury under California Law, and do personally certify and attest that I have thoroughly reviewed the attached claim for additional compensation or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the contractor believes city is liable; and, further, that I am familiar with California Penal Code § 72 And California Government Code § 12650, et seq., pertaining to false claims, and further know and understand that submitting or certifying a false claim may lead to fines, imprisonment, and other severe legal consequences."

6-11.3 CLAIMS SUBMITTED TO ENGINEER

Within 30 days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Engineer for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Engineer, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor's right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Engineer will promptly review Claims submitted by the Contractor in accordance with these Specifications. Should the Engineer require additional supporting evidence to evaluate the claim, the Engineer will request such additional information in writing. Any such requested data will be furnished not later than 10 days after the Contractor receives the Engineer's request.

The Engineer will render a decision not later than 60 days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Engineer fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Engineer's decision will be final and binding unless appealed in accordance with these Specifications.

The Engineer's decision on a Claim will include a statement substantially as follows:

> "This is a decision pursuant to the General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within 30 days of the date of this decision, the decision will become final and binding and not subject to further appeal."

6-11.6 APPEAL OF ENGINEER'S DECISION

Should the Contractor dispute the Engineer's decision, then the Contractor shall appeal that decision to the City's Public Works Director within 30 days of receiving the Engineer's decision.

The Public Works Director will address disputes or claims within 30 calendar days after receiving such request and all necessary supporting data. The Public Works Director's decision on the dispute or claim will be the City's final decision.

If the Contractor disputes the Public Works Director's decision, then the Contractor shall demand alternative dispute resolution in accordance with this Section and the PCC within 30 days of the City's final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City's right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within 30 days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

By executing these contract documents, the contractor agrees to have disputes or controversy concerning the construction, interpretation, performance, or breach of these contract documents, including claims for breach of contract or issues of bad faith decided in accordance with this section 6-11. Both the City and the Contractor waive their right to a jury trial for these disputes or issues.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

The following subsections are added to Subsection 7-2 of the Greenbook.

7-2.3 PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

1. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

4. When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, The Contractor and subcontractors ~~will~~ shall provide copies of the certified payroll records on weekly basis at its cost.

7-3 LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-3.1 GENERAL

Contractor shall procure and maintain for the duration of the contract the following insurance coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

Coverage Per Occurrence	**ISO Form**	**Combined Single Limit**
Comprehensive General Liability	GL 00 02 01 85 or 88	$2,000,000
Business Auto	CA 00 01 01 87	$2,000,000
Workers' Compensation		Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK

City of Monterey Park

320 West Newmark Avenue

Monterey Park, CA 91754

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10 day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements shall be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Subsection 7-3 of the Greenbook as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of Monterey Park, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Special Provisions. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of Greenbook:

The Contractor will apply for permits required by the City. These permits will be issued on a "no-fee" basis. However, the Contractor shall pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits shall be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for the laying of dust caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Engineer. Water for the above or other purposes may be obtained from any approved source. If the Contractor chooses to use a City fire hydrant upon placing a $300 meter deposit and the payment of a $50 service fee, the Engineer will cause a meter to be installed. Water shall be drawn only from hydrants fitted with "Eddy" valves and meters at locations designated by the City Engineer. All water used from the hydrant will be metered and charged to the Contractor at the prevailing rate plus the current daily meter rental rate. The Contractor will be charged a $15 reconnect fee if the Contractor wishes to move the meter to a different hydrant. Costs of water to be used will be included in the cost of various bid items.

7-8.6 WATER POLLUTION CONTROL

This section is supplemented by the addition of the following requirements which establish storm water and urban runoff pollution prevention controls.

1. Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.

2. Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the CONTRACTOR.

3. Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.

4. Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.

5. Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.

6. No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.

7. Under this contract, the contractor agrees to provide to City for review and approval a Storm Water Pollution Prevention Plan (SWPPP) to prevent the run-off of construction materials into the City's storm water system, and implement the approved SWPPP. These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit.

8. All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Section 7-9 is supplemented by the following additional requirements:

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectively reduced by the Contractor's operations, such striping or markings will also be considered as existing improvements and the Contractor will replace such improvements.

Relocations, repairs, replacements, or re-establishments will be at least equal to the existing improvements and will match such improvements in finish and dimensions unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

Section 7-10 is supplemented by the following additional requirements:

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News, 3055 Overland Avenue, Los Angeles, CA 90034, telephone 310-474-7771.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The traffic lanes will be maintained on pavement, and will remain unobstructed. All work requiring that a lane be closed or a lane moved right or left will be noticed to the traveling public by use of City approved lighted arrow boards.

Clearances from traffic lanes will be five feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

7-10.3 STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the Engineer.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the Engineer. Lane transitions will not be sharper than a taper of thirty (30) to one (1).

Temporary traffic channelization will be accomplished with barricades or delineators.

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor will prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finish pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, minimum 1 1/4 inch thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the Engineer.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action will be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, will be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the City will not relieve the Contractor from full responsibility for public safety.

7-15 HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the Greenbook:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Engineer, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, 2) subsurface or latent physical conditions at the site differing from those indicated, or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

After receiving notice from the Contractor, the Engineer will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of Subsection 3-4 (Changed Conditions) of the Greenbook.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract. The Contractor will retain all rights provided by Subsection 3-5, Disputed Work, of the Greenbook.

If the Engineer determines that material called to the Engineer's attention by the Contractor is hazardous waste, or if the Engineer otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Engineer, subject to the provisions of Section 3 (Changes in Work) of the Greenbook.

7-16 USE OF CITY AUTHORIZED WASTE COLLECTION SERVICE PROVIDER (ATHENS SERVICES)

The following Subsection will be added to Section 7 of the Greenbook:

Athens Services has been granted the exclusive right to collect all garbage, rubbish, solid waste materials, recyclables, yard waste, industrial waste, construction and demolition debris, and other compostables from commercial and industrial businesses located within the boundaries of the City, excluding construction and demolition debris self-hauled by a contractor. Contractors who self-haul construction and demolition debris shall comply with the requirements of Section 6.08.280 of the Monterey Park Municipal Code.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard specifications shall apply except as modified herein:

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the contractor to use the telephone, desk and sanitary facilities provided by the contractor for his own personnel.

SECTION 9 – MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK

Subsection 9-2, Lump Sum Work, of the Greenbook is deleted in its entirety and replaced by the following:

Items for which quantities are indicated as "Lump Sum," "L.S.," or "Job" will be paid for at the price indicated in the Proposal. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean up of site.

When requested, Contractor will furnish three copies of a detailed schedule, which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Engineer that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Engineer as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component. This schedule will be the basis for progress payments for the lump sum work.

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENTS

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the City for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

Five (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City

Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

9-3.3 DELIVERED MATERIALS

Materials and equipment delivered or stored, but not incorporated into the work, will not be approved for progress payments.

100-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the Special Provisions and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

--END OF SECTION--

PUBLIC WORKS CONTRACT

BETWEEN

THE CITY OF MONTEREY PARK

AND

____

This CONTRACT is entered into this ___ day of ______________, 20__, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("the City") and ____ ("the Contractor").

1. **WORK.**

A. The Contractor will provide all work required by the Contract Documents (the "Work"). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.

B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;

C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.

D. "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. **CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed ____ **($ _______________)** dollars for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. **TIME FOR PERFORMANCE.**

A. The Contractor will fully complete the Work within ____ working days (the "Contract Time.")

B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

C. The Contractor may not perform any Work until:

i. The Contractor furnishes proof of insurance as required by the Contract Documents; and

ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.

D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.

E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. **TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.

7. **PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. **OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any

approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which is it performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.

11. **AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The 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. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

12. **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:

The City	The Contractor
City of Monterey Park	______________________
Attn: ______________________	Attn: ______________________
320 West Newmark Avenue	______________________
Monterey Park, CA 91754	______________________

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after 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 paragraph.

13. **NO THIRD PARTY BENEFICIARY**. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

14. **INTERPRETATION**. This Contract 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 Contract will be in Los Angeles County.

15. **EFFECT OF CONFLICT**. In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

   A. This Contract;

   B. The Standard Specifications; and

   C. Precedence of documents as determined in the Standard Specifications.

16. **SEVERABILITY.** If any portion of the Contract Documents are 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 Contract will continue in full force and effect.

17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.

18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK ______________________________

______________________________ ______________________________

RON BOW INSERT AUTHORIZED NAME

Interim City Manager INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID NUMBER

ATTEST:

____

VINCENT D. CHANG

City Clerk

APPROVED AS TO FORM:

City Attorney

By: ______________________________

MARK HENSLEY

City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.:____________

Bond Fee:____________

________________ ("PRINCIPAL") and ____, a corporation incorporated under the laws of the State of ________________ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF MONTEREY PARK ("CITY") in the sum of ______________________ **($________)** dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATIONS NO. 869**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 869**, a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. __________**) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division. CITY has estimated the required amount of the bond as shown above.

2. PRINCIPAL's work on the Public Project will be done in accordance with

3. CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.

4. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.

5. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code ("ESMC").

6. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 869** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

7. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:

   A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;

   B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and

8. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this ______ day of __________________, 20__.

______________________________	______________________________
PRINCIPAL's PRESIDENT	SURETY's PRESIDENT
______________________________	______________________________
PRINCIPAL's SECRETARY	SURETY's SECRETARY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

NOTE: All signatures shall be acknowledged by a notary public. Return two (2) originals to City Clerk's Office.

PAYMENT BOND

Bond No.:_____________

Bond Fee:_____________

_________________, as principal ("PRINCIPAL") and ___________________________, a corporation incorporated under the laws of the State of _______________ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF MONTEREY PARK ("CITY") in the sum of _______________________ **($__________)** dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in **SPECIFICATIONS NO. 869**("Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 869**, and the public works contract executed for such Specifications, copies of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles (**CITY DRAWING FILE NO. _______**) which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division.

2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.

3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code ("ESMC").

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 869,** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this ______ day of __________________, 20__.

______________________________	______________________________
PRINCIPAL's PRESIDENT	SURETY's PRESIDENT
______________________________	______________________________
PRINCIPAL's SECRETARY	SURETY's SECRETARY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

NOTE: All signatures shall be acknowledged by a notary public. Return two (2) originals to City Clerk's Office.

--END OF SECTION--

CONTRACT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

[PURSUANT TO PUBLIC CONTRACTS CODE § 22300]

This AGREEMENT is entered into this __ day of __________, 20__ , by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), ("CONTRACTOR"), and ("AGENT").

1. RECITALS. This Agreement is made with reference to the following facts and objectives:

   A. On or about ____________, CITY and CONTRACTOR entered into a public works contract (Specifications No. 847) for ("Contract").

   B. The Contract allows CITY to withhold a portion of the monies due to CONTRACTOR to help ensure CONTRACTOR's performance of the Contract.

   C. The Contract, in accordance with Public Contracts Code ("PCC") § 22300, allows CONTRACTOR to substitute securities for the retention amount or establish an escrow account for monies withheld by CITY.

2. SECURITY DEPOSITS IN LIEU OF RETENTION. In accordance with PCC § 22300, CONTRACTOR may

   A. Deposit securities with AGENT as a substitute for retention earnings required to be withheld by CITY pursuant to the Contract. When CONTRACTOR deposits the securities as a substitute for Contract earnings, AGENT will notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution will be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Such amount is calculated to be ($). Securities will be held in the name of the City of Monterey Park, and will designate the CONTRACTOR as the beneficial owner of such securities; or

   B. Upon written notice, request CITY to make payments of the retention earnings directly to AGENT.

3. PROGRESS PAYMENTS; SECURITIES. CITY will make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the AGENT holds securities in the form and amount specified above.

4. RETENTION EARNINGS; ESCROW ACCOUNT. When CITY makes payment of retention earnings directly to AGENT, AGENT will hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties will be equally applicable and binding when CITY pays AGENT directly.

5. CONTRACTOR'S EXPENSE. CONTRACTOR will be responsible for paying all fees for the expenses incurred by AGENT in administering the Escrow Account and all of CITY's expenses. These expenses and payment terms will be determined by CITY, CONTRACTOR, and AGENT.

6. INTEREST; SECURITIES. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest will be for the sole account of CONTRACTOR and will be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

7. INTEREST; ESCROW ACCOUNT. CONTRACTOR will have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to AGENT accompanied by written authorization from CITY to AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

8. DEFAULT BY CONTRACTOR; SECURITIES. CITY will have a right to draw upon the securities in the event of CONTRACTOR's default of the Contract. Upon seven (7) days' written notice to AGENT from CITY of the default, AGENT will immediately convert the securities to cash and will distribute the cash as instructed by CITY.

9. RELEASE OF ESCROW. After receiving a copy of the recorded Notice of Completion from CITY, and not earlier than the first working day following 35 days after the Notice of Completion was recorded, AGENT will release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow will be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

10. NOTIFICATIONS TO AGENT; HOLD HARMLESS. AGENT will rely on the written notifications from CITY and CONTRACTOR pursuant to this Agreement and CITY and CONTRACTOR will hold AGENT harmless from AGENT's release and disbursement of the securities and interest as set forth above.

11. RESPONSIBLE PERSONS. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

For CITY:	Facsimile:
For CONTRACTOR:	Facsimile:
For AGENT:	Facsimile:

12. 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.

13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

14. 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.

15. 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. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

16. 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 transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

17. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date. At the time the Escrow Account is opened, CITY and CONTRACTOR will deliver to the AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK ______________________________

______________________________ ______________________________

RON BOW INSERT AUTHORIZED NAME

Interim City Manager INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID NUMBER

ATTEST:

____

VINCENT D. CHANG

City Clerk

APPROVED AS TO FORM:

City Attorney

By: ______________________________

MARK HENSLEY

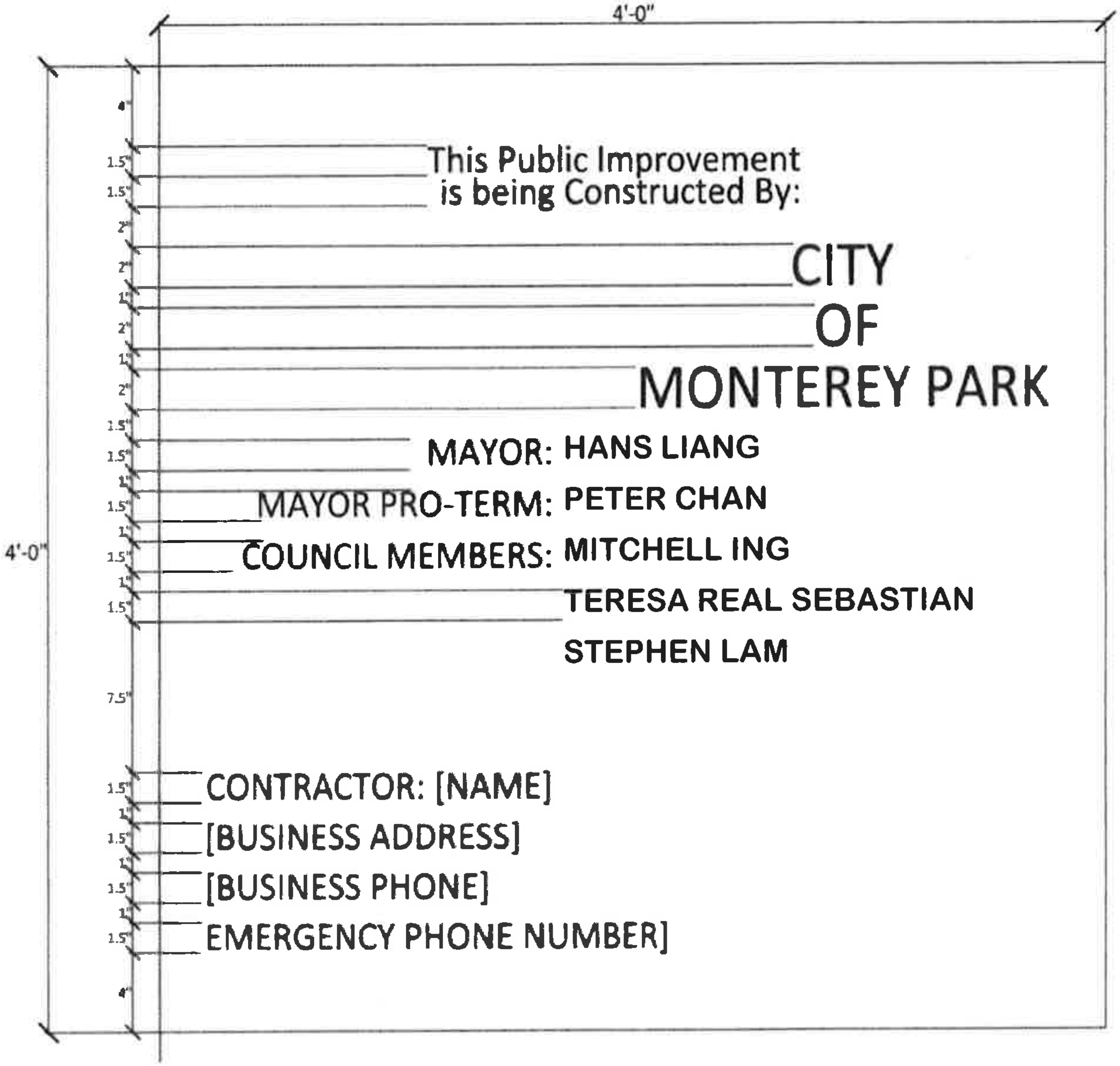
City Attorney

--END OF SECTION--

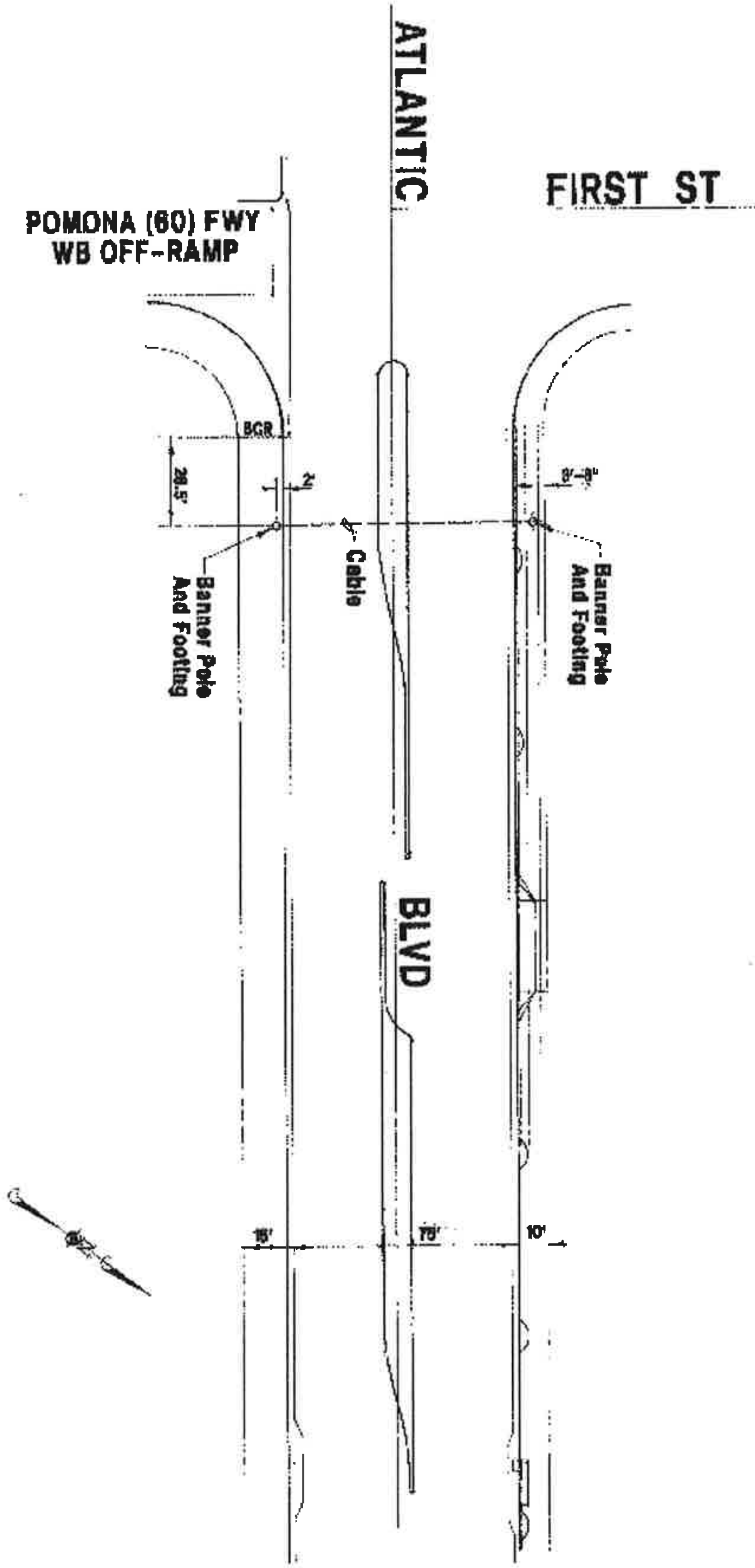
The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEREY PARK, Engineering Division	(626) 307-1320 Rey Alfonso
CITY OF MONTEREY PARK, Water Division	(626) 307-1295 Frank Heldman
SOUTHERN CALIFORNIA EDISON COMPANY	(323) 720-5260 Roy Liu
SOUTHERN CALIFORNIA GAS COMPANY	(310) 687-2014 Guillermo Tejeda
AT&T	(626) 817-4252 Terrance Little
CHARTER CABLE TELEVISION	(626) 807-3263 Rodney Graf
UNDERGROUND SERVICE ALERT (USA)	811

--END OF SECTION--



--END OF SECTION--



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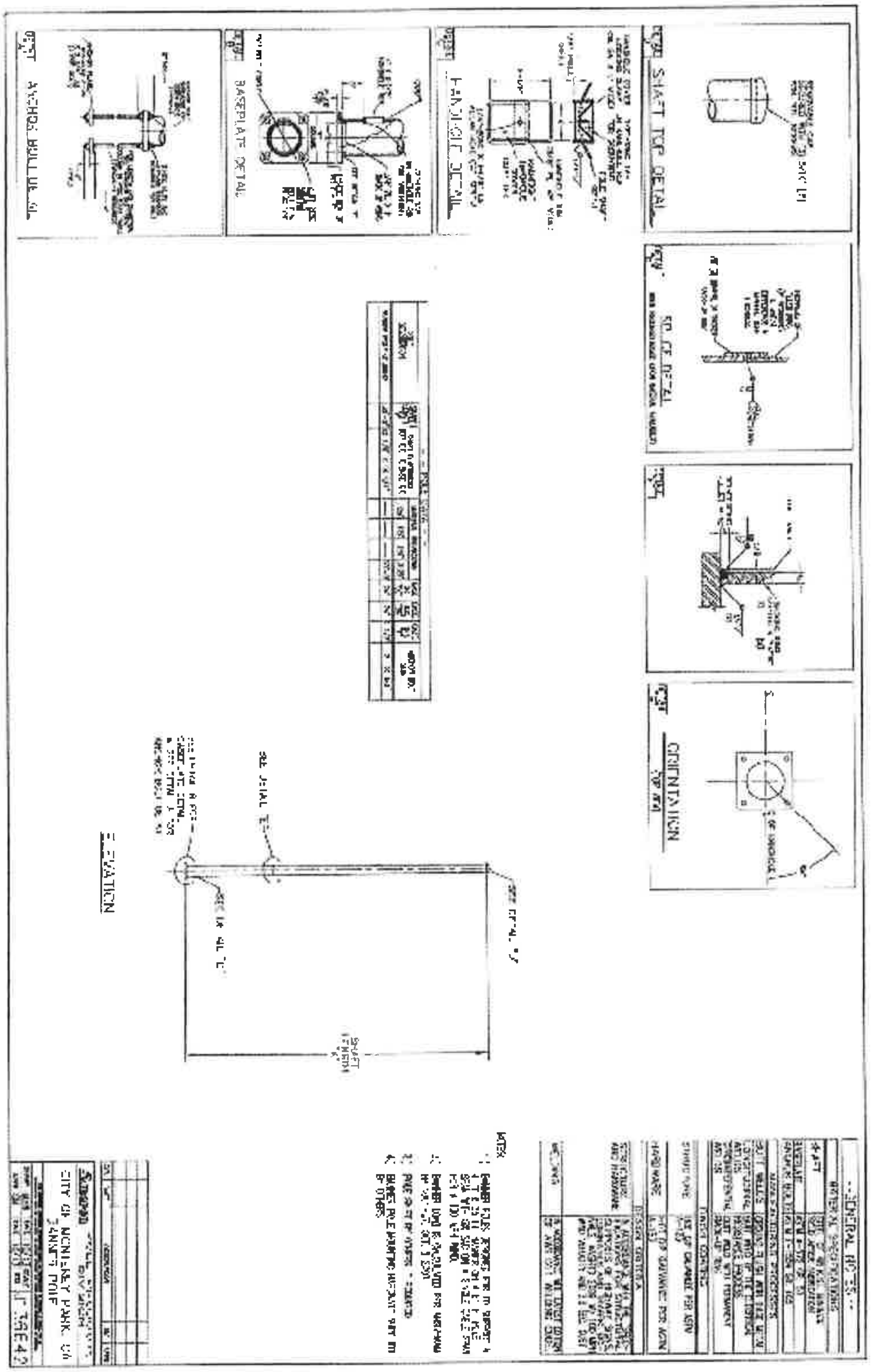

SHAFT TOP DETAIL
BASEPLATE DETAIL
HANDHOLE DETAIL
ORIENTATION
TOP VIEW
ELEVATION
GENERAL NOTES
CITY OF MONTEREY PARK, CA

Ameron POLE PRODUCTS DIVISION	AMERON S.O. # : 136642
	CUSTOMER P.O. # : 70652
	DRAWING # : J136642

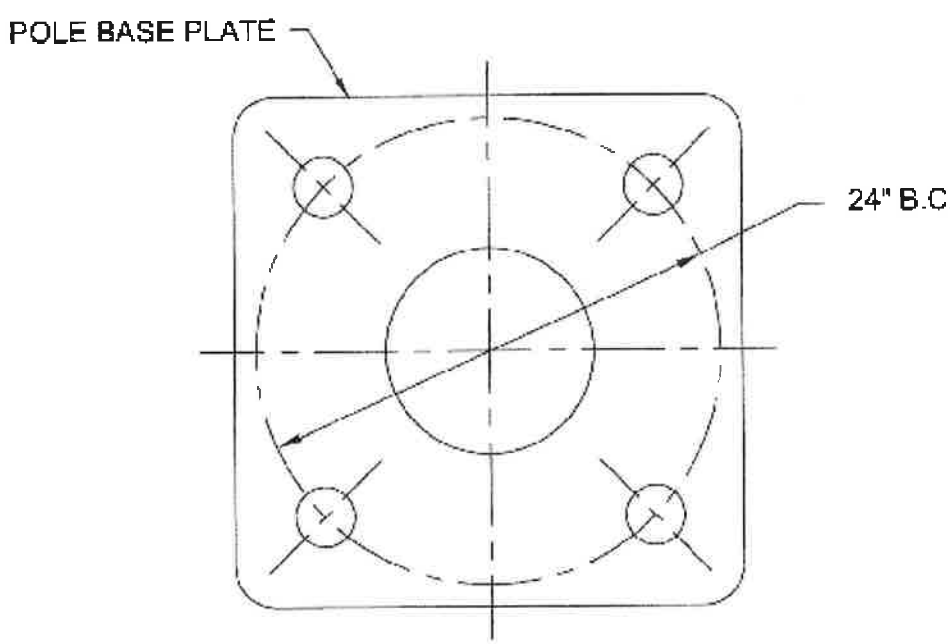
POLE ANCHOR BOLT SETTING TEMPLATE

POLE BASE : 24" SQ./16 1/4" O.D.

MARK : BANNER POLE

ANCHOR BOLT : 2" X 60" W/5 3/4" ANCHOR PL. ASTM F-1554 GR. 105 (94100)

THIS ANCHOR BOLT PATTERN MUST BE MATCHED TO THE APPROVED DRAWING PRIOR TO ANCHOR BOLT INSTALLATION

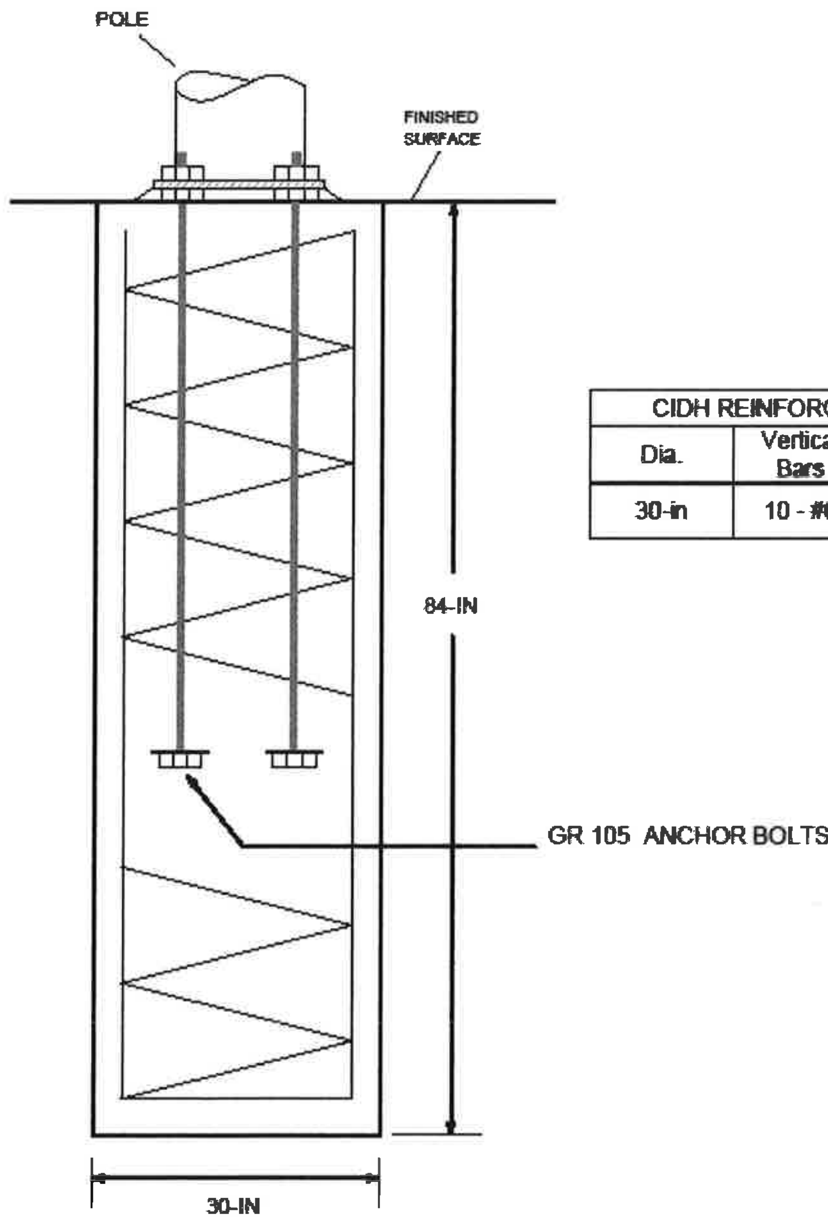


DRWN BY	MHM	11/4/13
CHKD BY	BB	11/4/13
CHKD BY(ENG)	GM	11/4/13

I:\APPD\ANCHORBOLTTEMPS\CA\MONTEREY PARK

END OF SECTION--

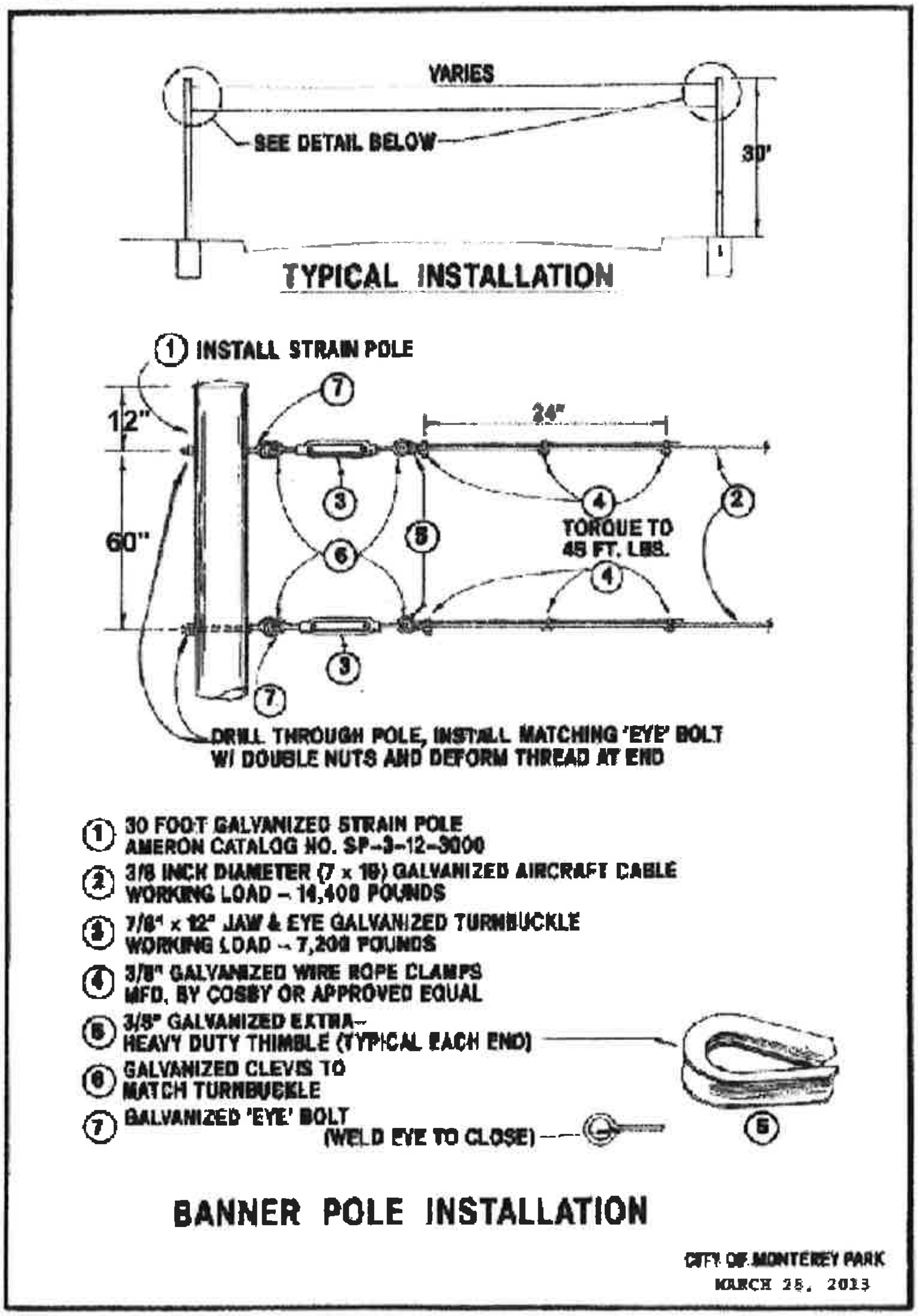
Cast-In Drilled Hole CIDH Pile Foundation



CIDH REINFORCEMENT		
Dia.	Vertical Bars	Spiral Bars
30-in	10 - #6	#4 at 6

END OF SECTION--

A-295



A-295

END OF SECTION--

ATTACHMENT 2
E.C. Construction Bid

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: EC Construction Co

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BASE BID SCHEDULE SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION				
NO.	**ITEM DESCRIPTION**	**UNIT OF**	**QTY**	**Price**
1	Furnish and install two (2) 30' banner poles with footings, 30" diameter and 8' deep with rebar cage, including cables and related hardware, drill 2 slot holes per pole per diagram.	Lump Sum	1	28,660.00
2	Abandon existing footings in place, cut anchor bolts, saw cut and replace 50 sq ft of P.C.C. sidewalk to match existing.	Lump Sum	1	3,000.00
TOTAL BASE BID AMOUNT IN NUMBERS:	$ 31,660.00			
TOTAL BASE BID AMOUNT IN WORDS: Thirty-one thousand six hundred sixty + no/100				

The low bid will be established based on the "Base Bid". Any <u>Additive Bid Alternatives Must Be Filled Out</u> but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
- The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
- A bid is required for the entire work. The quantities set forth in the Bid Schedule will be used to calculate total bid amount. The final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name: MSL Electric Address: 4938 E La Palma Ave Anaheim, CA Tel: (714) 693-4837	Set poles + hardware	$4,750.00
Name: Address: Tel:		$_______
Name: Address: Tel:		$_______
Name: Address: Tel:		$_______
Name: Address: Tel:		$_______
Name: Address: Tel:		$_______
Name: Address: Tel:		$_______
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		$4,750.00

REFERENCES

See attached

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name ______	Project Name and Brief Description	
Contact Name and Title ______		
Tel: ______ E-mail: ______	Contract Value: $______	Year Completed:______

Reference 2		
Agency Name ______	Project Name and Brief Description	
Contact Name and Title ______		
Tel: ______ E-mail: ______	Contract Value: $______	Year Completed:______

Reference 3		
Agency Name ______	Project Name and Brief Description	
Contact Name and Title ______		
Tel: ______ E-mail: ______	Contract Value: $______	Year Completed:______

Reference 4		
Agency Name ______	Project Name and Brief Description	
Contact Name and Title ______		
Tel: ______ E-mail: ______	Contract Value: $______	Year Completed:______

E.C. CONSTRUCTION REFERENCES

PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

EC Job#	Project Name	Total Value of Construction	Completion Date	Owner of Project & Owner Reference
161012	**La Bonita Park- Parking Lot Improvement Project #2-P-16**	$ 120,707.00	Feb-17	City of La Habra Contact : Christine Kaskara Email: ckaskara@lahabraca.gov Phone: 562/383-4170
160608	**Comstock Avenue Widening Mar Vista st. to Penn St.**	$ 292,958.00	Mar-17	City of Whittier Contact: Sunny Ng Email: sng@cityofwhittier.org Phone: 562/ 567-9518
160601	**El Molino Ave Atreet Rehabilitation Project**	$ 378,995.00	Jan-17	City of San Marino Contact: Dean Werner Email:dwerner@cityofsanmarino.org Phone: 626/300-0796
160518	**Valley College Campus Wide Parking Lot Reconditioning**	$ 147,895.00	Aug-16	San Bernardino Comm. College District Contact: Steve Karimi Email: skarimi@kitchell.com Phone: 909/740-3853
160509	**Hungey Valley (SVRA) Project #C1556021 Gold Hill Rd. Pavement Project**	$ 187,650.00	Nov-16	Department of Parks and Recreation Contact: Barbara Learn Email: Barbara.Learn@parks.ca.gov Phone: 916/324-1616
160503	**Clybourn Avenue Blast Project # E15-27**	$ 129,839.00	Aug-16	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Email: BANDERSON@bur.org Phone: #818/565-1305
160405	**Concrete Pavement Rehibilitation Foothill BLvd. Michillinda to Santa Anita PO#81842**	$ 1,012,803.00	Oct-16	City of Arcidia Contact: Tim Kelleher Email: tkelleher@ci.arcadia.ca.us Phone: 626/ 574-5484
160309	**Viacom/Paramount Avation Facility Upgrade**	$ 150,930.00	Nov-16	Paramount Pictures, Inc. Contact: Greg Smith Email: greg_smith@paramount.com Phone: 323/956-8978
151212	**Lacy Park - Playground Improvements**	$ 110,234.00	May-16	City of San Marino Contact: Dean Werner Email:dwerner@cityofsanmarino.org Phone: 626/300-0796
150903	**Cerritos Concrete Paving Repair**	$ 139,285.00	Nov-15	UPS Contact: Kevin Thompson Email: kthompson2@ups.com Phone: 562/404-3281
150603	**Hangar 2 Ramp Project PH 2 E15-04 Burbank Airport**	$ 131,665.00	Sep-15	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Email: BANDERSON@bur.org Phone: #818/565-1305
150602	**Retaining Wall at Hay Barn MT SAC BID NO 3021**	$ 48,805.00	Feb-16	Mt San Antonio College Contact: Caryn Cowin Email: Ccowin@MTSAC.edu Phone: 909/ 594-5611

PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

150512	**MKHS Fencing Project PO #PU324**	$ 824,862.00	Jun-16	Alhambra USD Contact: Eric Espinosa Email: espinosa_eric@ausd.us Phone: 626/ 308-2200
150504	**Hugo Reid Neighborhood Safe Routes to School Improvements**	$ 595,103.00	Jan-16	City of Arcidia Contact: Tim Kelleher Email: tkelleher@ci.arcadia.ca.us Phone: 626/ 574-5484
150114	**Annual Residential Resurfacing Project**	$ 207,449.00	Sep-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
141208	**Monterey Highlands ES Lower**	$ 202,591.00	Jun-15	Alhambra USD Contact: Mike Vollebregt Email: mike@tkrllcconsulting.com Phone: 626/943-6609
141112	**Paving Repairs at Inglewood**	$ 304,637.00	Feb-15	UPS Contact: Tom Colendich Email: tcolendich@ups.com Phone: 916/267-6004
160104	**Santa Fe Springs Rd & Workman Mill Rd BTA Grant Resurfacing CONTRACT #A16-008**	$ 784,730.00	Apr-16	City of Whittier Contact : Sunny Ng Email: sng@cityofwhittier.org Phone: 562/567-9518 Fax: 562/567-2874
150706	**Lacy Park - Loop Road Rehabilitation, #3350**	$ 269,855.00	Nov-15	City of San Marino Contact: Dean Werner Email: dwerner@cityofsanmarino.org Phone: 626/300-0796 Fax: 626/300-0797
150204	**Del Valle Memorial, Project #2014-5**	$ 957,302.00	Nov-15	City of Lakewood Contact: Kimberly McDowell Email : KMcDowel@lakewoodcity.org Phone :562/866-9771 ext.2506 Fax: 562/866-4504
150503	**Safe Routes to School & Paving on 1st & 2nd St. #C2M15-23**	$ 305,251.00	Oct-15	City of Alhambra Contact: Melissa Ramos Email: mramos@cityofalhambra.org Phone: 626/570-5067 Fax: 626/282-5833
150116	**Senior Center Para-Transit & Trellis Site Improvements**	$ 422,891.00	Sep-15	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409
131005	**Heritage Mausoleum Roadway & Utilities Expansion, C2130030**	$ 2,856,903.00	Jul-15	Forest Lawn Memorial Park Association Contact: Charise Stuber Email: cstauber@forestlawn.com Phone: 323/551-5036 Fax: 323/551-5070

PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

150114	**Annual Residential Resurfacing Project - Hellman Avenue, C16404**	$ 207,449.00	Jun-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
141105	**Safe Route to School - Cycle 10 Ph 2 Improvement - Strozier Avenue, #67-900-9010-281**	$ 254,458.00	Apr-15	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409
141104	**2014 HUD Street Rehabilitation Proj. #C2M14-49**	$ 1,386,949.00	Mar-15	City of Alhambra Contact: Amanda Eitel Email: aeitel@cityofalhambra.org Phone: 626/570-5062 Fax: 626/282-5833
140501	**Hawthorne Street Improvements**	$ 667,105.00	Feb-15	City of South Pasadena Contact : Alex Chou Email: Achou@ci.south-pasadena.ca.us Phone: 626/403-7244 Fax: 626/403-7241
131010	**Rosemead Civic Center Ph 3, Downtown Plaza**	$ 1,561,699.00	Feb-15	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
140906	**Bell Canyon Road Project - Hackamore to Flinklock Lane**	$ 326,465.00	Jan-15	Bell Canyon Association Contact: Diane Rossiter Email: gm@bellcanyon.com Phone #818/346-9879 Fax # 818/883-8490
140408	**I-Lift South / Adult Transition**	$ 564,690.00	Dec-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140804	**Service Road Relocation Runway #33 Proj #E14-13 @ Bob Hope Airport**	$ 250,481.00	Nov-14	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Phone: #818/565-1305 Fax : 818/840-0651
140716	**Runway 33 Safety Area Ph. 2, Proj #E13-10 @ Bob Hope Airport**	$ 249,994.00	Nov-14	Burbank-Glendale-Pasadena Airport Authority Contact: Robert Anderson Phone: #818/565-1305 Fax : 818/840-0651
140504	**Street Rehabilitation, Lorain Rd & Winston Ave, Proj. #3850 & #9507**	$ 453,827.00	Nov-14	City of San Marino Contact: Carlos Alvarado,PE Email: rsccengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002

PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

140205	**Huntington Drive Rehabilitation and Irrigation Project #2877**	$	480,260.00	Nov-14	City of San Marino Contact: Carlos Alvarado,PE Email: rsccengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
140606	**Ramona E.S. Lower Grades Playground #PR201**	$	231,287.00	Nov-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140605	**Granada E.S. Kindergarten Playground #PR196**	$	200,131.00	Oct-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140503	**Huntington Middle School Parking Lot Improvements**	$	595,519.00	Oct-14	San Marino USD Contact: Gerald Schober Email: gerald@scmcinc.com Phone:805/495-1141 Fax: 805/495-1554
131211	**Chestnut Parking Lot**	$	471,120.00	Oct-14	Alhambra USD Contact: Fred Kirkendahl Email: fred@tkrllc.net Phone: 626/943-6609 Fax: 626/943-8046
140305	**Monterey Road Street Rehabilitation**	$	219,118.00	Jul-14	City of San Marino Contact: Carlos Alvarado,PE Email: rsccengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
140401	**San Fernando Regional Pool Parking Lot**	$	246,387.00	Jul-14	City of San Fernando Contact: Manuel Fabian Phone: 818/898-1243 Fax: 818-361-6728
140305	**2013-14 Street Resurfacing #01400302**	$	395,317.00	Jul-14	City of Monrovia Contact : Jun Cervantes Email: jcervantes@ci.monrovia.ca.us Phone: 626/256-8299 Fax: 626/932-5559
140208	**Imperial Highway Improvement West of Walnut Avenue**	$	97,323.00	Apr-14	City of La Habra Contact : Brian Jones Phone: 562/383-4170 Fax: 562/690-5010
130908	**Broadway Safety Traffic Striping Project**	$	154,275.00	Apr-14	City of Whittier Contact : Chris Magdosku Phone: 562/567-9507 Fax: 562/567-2874
130604	**Mission, Oxley & Park Street Improvements, #2013-04**	$	576,442.00	Mar-14	City of South Pasadena Contact : Gabriel Nevarez Phone: 661/917-8110 Fax: 626/403-7241

PROJECTS COMPLETED PAST FIVE YEARS, MAY 31, 2017

130605	**Moffitt, Mound & Rollin Street Improvements, #2013-05**	$ 583,403.00	Jan-14	City of South Pasadena Contact : Gabriel Nevarez Phone: 661/917-8110 Fax: 626/403-7241
130710	**Asphalt Repairs - PES 2751 AZUSA**	$ 71,513.00	Nov-13	Northrup Grumman Corp. Contact: Mercy Hernandez Email: Mercy.Hernandez@ngc.com Phone #626/812-2424 Fax #626/334-9256
120404	**Valley Circle Roadway Construction Project**	$ 692,337.00	Jul-13	City of El Monte Contact: Mario Mera Email: mmera@ci.el-monte.ca.us Phone: 626/580-2055 Fax: 626/454-3143
130403	**Olive Avenue Street Resurfacing, Between Fifth & Mountain, #FY012-2013, Project #C-3059**	$ 875,802.00	Jun-13	City of Monrovia Contact: Jun Cervantes Email: jcervantes@ci.monrovia.ca.us Phone: 626/256-8299 Fax: 626/932-5559
120707	**South Access Pedestrian Corridor Improvements, Contract #21,123, Pasadena**	$ 575,872.00	Jun-13	City of Pasadena Contact: Elvin Jiang Email: ejiang@cityofpasadena.net Phone: 626/744-6912 Fax: 626/744-3892
110703	**Transit Center @ East L.A. College, PO #68636, Monterey Park**	$ 1,109,029.00	Jun-13	City of Monterey Park Contact: Cesar Vega Email: cvega@montereypark.ca.gov Phone: 626/307-1322 Fax: 626/307-2500
120517	**Huntington Dr. St. Rehab & Irrigation, San Marino**	$ 642,976.00	November-12	City of San Marino Contact: Carlos Alvarado,PE Email: rsccengr@aol.com Phone: 626/960-1889 Fax: 626/960-9002
110702	**Rosemead Community Recreation Center & Library Parking Lot**	$ 1,249,321.00	September-12	City of Rosemead Contact: Rafael Fajardo Email: rfajardo@cityofrosemead.org Phone: 626/569-2151 Fax: 626/307-9218
101107	**Pasadena Civic Center Mid-Town Improvements**	$ 3,413,009.00	February-12	City of Pasadena Contact: Elvin Jiang Email: ejiang@cityofpasadena.net Phone: 626/744-6912 Fax: 626/744-3892
101210	**Mary Van Dyke Park Phase II, So. El Monte**	$ 763,295.00	January-12	City of South El Monte Contact: Bruno Callu Email: cityengineer@soelmonte.org Phone: 626/579-6540 Ext. 3163 Fax: 626/579-2409

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: John K. Walters

Date of Inspection: 6/6/17

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 6/13/17

Addendum No.____________ Dated____________

Addendum No.____________ Dated____________

Addendum No.____________ Dated____________

Addendum No.____________ Dated____________

Addendum No.____________ Dated____________

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2,000,000
Business automobile liability	$2,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the 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 that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: EC Construction Co

Authorized Signature: John K. Walters

Name and Title: John K. Walters President

Date: 6/29/17

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the President of EC Construction Co, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: EC Construction Co

Authorized Signature: John K. Walters

Name and Title: John K Walters

Date: 6/29/17

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been ✓ **has been**______ (**indicate YES or NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name: EC Construction Co

Authorized Signature: John K. Walters

Name and Title: John K. Walters President

Date: 6/29/17

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been ✓ **has been**_____ **(indicate YES or NO** after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: EC Construction Co

Authorized Signature: John K. Walters

Name and Title: John K. Walters President

Date: 6/29/17

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been_✓_ **has been**______ (**indicate YES or NO** after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: EC Construction Co

Authorized Signature: John K. Walters

Name and Title: John K. Walters President

Date: 6/29/17

BIDDER INFORMATION

Bidder's Name: EC Construction Co

Address: 2213 Chico Ave S El Monte, CA 91733

Form of Legal Entity: Corporation

If a Corporation, State of Incorporation: CA

State Contractor's Class and License No.: 366814 A

Contact Person Information:

Name: John K Walters Title: President

E-mail: jkw@ecconst.com Tel: (626) 444-9596

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

John K. Walters - President
Darby K. Walters - Secretary
Sandra L. Walters - CEO

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

n/a

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

n/a

Previous contract performance history:

Was any contract terminated previously: no

If the answer to the above is "yes", provide the following information:

Contract/project name and number:____________________

Date of termination:____________________

Reason for termination:____________________

Owner's name:____________________

Owner contact person and tel. no.: ____________________

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 29 day of June, 2017.

BIDDER EC Construction Co

John K. Walters

____

____

Subscribed and sworn to this 29th day of JUNE, 2017
and proved to me on the basis of satisfactory evidence.

NOTARY PUBLIC Catherine M Baird

ESI1 CATHERINE M. BAIRD
COMM. #2096209
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. FEB 1, 2019 ESI1

PROPOSAL GUARANTEE

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that E. C. Construction Co., as BIDDER, AND * , as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Bid ($ 10%) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION, SPECIFICATIONS NO. 869**("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of June, 2017

SIGNED AND SEALED this 12th day of June, 2017

John K. Walters

John K. Walters, President

PRINCIPAL

E. C. Construction Co.

Gary B. Merrill

Gary B. Merrill - Attorney-In-Fact

SURETY

Travelers Casualty and Surety Company of America

PRINCIPAL's MAILING ADDRESS:

2213 Chico Avenue

South El Monte, CA 91733

SURETY's MAILING ADDRESS:

21688 Gateway Center Drive

Diamond Bar, CA 91765

NOTE: All signatures shall be acknowledged by a notary public.

*Travelers Casualty and Surety Company of America

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On JUNE 14, 2017 before me, CATHERINE M. BAIRD, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JOHN K. WALTERS,
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/the~~y executed the same in his/~~her/the~~ir authorized capacity(i~~es~~), and that by his/~~her/the~~ir 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.

CATHERINE M. BAIRD
COMM. #2096209
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. FEB 1, 2019

Signature Catherine M Baird **(Seal)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Los Angeles)

On June 12, 2017 before me, Priya Neilly, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gary B. Merrill
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.

PRIYA NEILLY
Commission # 2123858
Notary Public - California
Los Angeles County
My Comm. Expires Sep 13, 2019

Signature ______
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______
Document Date: ______ Number of Pages: ______
Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

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

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

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223256

Certificate No. 007057951

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary B. Merrill

of the City of Pasadena, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of December, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

FARMINGTON CASUALTY COMPANY INCORPORATED 1982 CONNECTICUT · FIDELITY AND GUARANTY INSURANCE COMPANY INCORPORATED 1977 · FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. INCORPORATED 1951 · ST. PAUL FIRE & MARINE INSURANCE CO. · ST. PAUL GUARDIAN INSURANCE COMPANY CORPORATE SEAL · ST. PAUL MERCURY INSURANCE COMPANY CORPORATE SEAL · TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. · TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. · UNITED STATES FIDELITY AND GUARANTY COMPANY INCORPORATED 1896

State of Connecticut
City of Hartford ss.

By: ______________________
Robert L. Raney, Senior Vice President

On this the 2nd day of December, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of ______________________ **($ __________)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **SOUTH ATLANTIC BOULEVARD BANNER POLE INSTALLATION, SPECIFICATIONS NO. 869**("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: ______________________

Authorized Signature: ______________________

Name and Title: ______________________

Date: ____________

--END OF SECTION--

CITY OF MONTEREY PARK
CALIFORNIA

ADDENDUM NO. 1

SOUTH ATLANTIC BANNER POLE INSTALLATION
SPECIFICATION NO. 869

NOTICE INVITING SEALED BIDS

---

1. The time and date that sealed bids are due has been changed to: **11:00 a.m., Thursday, June 29, 2017**.

2. The scope of work has been revised, the existing pole footings are to be abandoned in place, see revised Base Bid Schedule, Page C. 2, is attached.

3. Location plan in Appendix 5, Page A5.1 is revised showing new location of banner pole & footings. See attached page.

4. Banner Pole to be Ameron Products – J136642 with Shaft Length = 30 ft, or approved equal.

ALL OTHER PORTIONS OF BID SPECIFICATION NO. 869 SHALL REMAIN IN FULL EFFECT.

For additional information please contact Mr. Rey Alfonso, Assistant City Engineer at (626) 307-1320

Please include a signed copy of this Addendum with your bid. Failure to do so will result in an invalid bid.

Company: EC Construction Co

John K. Walters
Signature

6/28/17
Date

S:\Engineering\Banners\S Atlantic Banner Pole Const\Addendum-1

City Council Staff Report

DATE: July 19, 2017

AGENDA ITEM NO: New Business
Agenda Item 6-G.

TO: The Honorable Mayor and City Council

FROM: Tito Haes, Interim Director of Public Works

SUBJECT: Service Contract – On Call Electrical Maintenance Services

RECOMMENDATION:

It is recommended that the City Council consider to:

1. Authorize the Interim City Manager to execute a three-year agreement, in a form approved by the City Attorney, with Baker Electric, Inc. not to exceed $300,000, for on-call electrical maintenance services; and
2. Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed work involves minor alterations to existing public facilities and therefore is Class 1 Categorically Exempt pursuant to the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY:

At the June 7, 2017 meeting, City Council authorized the release of the on-call electrical maintenance services bid. Staff received three bids and is requesting award of contract to Baker Electric, Inc. The contract proposed is for a 3-year term, not to exceed $300,000 ($100,000 annually).

BACKGROUND:

Throughout the course of the year, the Public Works Department requires the use of an on-call electrical maintenance contractor. The Department has an electrician on staff who can handle the majority of projects that arise. However, some maintenance projects are too large or complex to be handled by our staff electrician and on those few occasions, an on-call electrical maintenance contractor is required.

The City Council authorized the release of the on-call electrical maintenance services bid at its June 7, 2017 meeting. The bid was advertised in the *Monterey Park Progress* on June 15, 2017 and again on June 22, 2016. It was also posted on the City's website and a notice of its availability was mailed to 17 electrical maintenance services firms. The deadline for submittal was July 5, 2017.

Of the three firms that submitted bids, Baker Electric, Inc. was the only responsive bidder. Neither LittleJohn-Reuland Corp. or Precision Electric Co. were registered with the Department of Industrial Relations as a Public Works Contractor on the bid submittal date of July 5, 2017. California Labor Code §1725.5 requires a contractor to be registered with the Department of Industrial Relations as a Public Works Contractor at the time of bid submittal. As such, both LittleJohn-Reuland Corp. and Precision Electrical Co. must be considered non-responsive. Baker Electric's rates are reasonable when compared with the two other firms. The following table provides the three firms' hourly rates.

Electrician Labor Hourly Rates (Straight Time)			
Firm	Foreman	Journeyman	Apprentice
LittleJohn-Reuland Corp.	$92.95	$90.88	$60.55
Baker Electric, Inc.	**$109.37**	**$97.26**	**$85.14**
Precision Electric Co.	$120.00	$115.00	$85.00

Staff is requesting that the City Council award a three-year contract to Baker Electric, Inc., the lowest, responsive, bidder for on-call electrical maintenance services, for a total amount of $300,000 ($100,000 annually).

FISCAL IMPACT:

The FY2017 budget includes funds for the on-call electrical maintenance services: 0010-801-4210-38100 (general fund), 0092-801-38100 (water operations fund) and 0093-801-4231-38400 (water treatment fund). Water treatment funds are reimbursable from the Water Quality Authority and Environmental Protection Agency.

Respectfully submitted by:

Tito Haes
Interim Director of Public Works

Prepared by:

Frank M. Heldman
Water Utility Manager

Approved by:

Ron Bow
Interim City Manager

Reviewed by:

Karl H. Berger
Assistant City Attorney

Attachments:
1. Notice Inviting Bids
2. Bidder's List
3. Baker Electric Bid Schedule

ATTACHMENT 1
Notice Inviting Bids

NOTICE INVITING SEALED BIDS
FOR

ON-CALL ELECTRICAL MAINTENANCE SERVICES

IN THE CITY OF MONTEREY PARK

(BID IN ACCORDANCE WITH MONTEREY PARK MUNICIPAL CODE CHAPTER 3.100 FOR MAINTENANCE SERVICES)

TAKE NOTICE that the City of Monterey Park invites sealed bids for the above project and will receive such bids in the offices of the City Clerk, 320 W. Newmark Ave., California 91754, up to the hour of 11:00 a.m. on:

WEDNESDAY, July 5, 2017

at which time they will be publicly opened.

The City's standard maintenance service contract incorporates the provisions of the California Labor Code and requires the successful bidder to comply with the prevailing rates of wages and apprenticeship employment standards established by the Department of Industrial Relations.

☐APPLICABLE IF BOX IS CHECKED: The contractor to whom the contract is awarded must assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Order Nos. 11246 and 11375.

Minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Note that a bid bond is "X" (the City Engineer estimates project will exceed $30,000) is not ☐ (project will not exceed $30,000) required for this bid.

Note that a performance bond is ☐is not "X" required for this bid.

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the City must find bids failing to comply with all applicable Labor Code requirements including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

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BIDDING INSTRUCTIONS

1 **DEFINITIONS**. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in these Bidding Documents. Words and phrases not defined in this Section have the meaning set forth in the Monterey Park Municipal Code ("MPMC") or applicable law.

1.1 "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.2 "Alternate" means a proposed change in the maintenance services, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.3 "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.

1.4 "Bidder" means a person or firm that submits a Bid.

1.5 "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.

1.6 "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Bid; the Maintenance Service Agreement; Supplementary Conditions; Exhibits; Technical Specifications; Addenda; Notice to Proceed; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

1.7 "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.

1.8 "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.9 "Work" means the Scope of Work identified in the Contract Documents for which the Notice Inviting Bids is issued.

2 **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:

2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.

2.2 Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.

2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

2.5 If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.

2.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.9 The Bidder has paid the City's business license fee(s).

3 BIDDING DOCUMENTS.

3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.

3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.

3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

4.2 Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.

4.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5 **PRODUCT SUBSTITUTIONS**. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6 SUBCONTRACTORS.

6.1 Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.

6.2 Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7 ADDENDA.

7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.

7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department.

7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued anytime before the Bid Deadline.

7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8 FORM AND STYLE OF BIDS

8.1 Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.

8.2 All blanks on the Bid Form will be filled in legibly in ink or by typewriter.

8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."

8.4 Each Bidder must fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the bid based on such information.

8.5 Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.

8.6 The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.

8.7 The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

9 BID SECURITY

9.1 If indicated on the Notice Inviting Bids, each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.

9.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.

9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."

9.4 The City will retain Bid Security until the occurrence of one of the following:

9.4.1 All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.

9.4.2 The specified time has elapsed during which Bids may be withdrawn.

9.4.3 All Bids have been rejected.

9.5 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."

9.6 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

9.7 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.

9.8 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

10 **MODIFICATION OR WITHDRAWAL OF BID.**

10.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.

10.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

10.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.

10.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

11 **OPENING OF BIDS**. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

12 **REJECTION OF BIDS.**

12.1 The City will have the right to reject all Bids.

12.2 The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

13 **AWARD**

13.1 The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.

13.2 The City may waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.

13.3 The City has the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

13.4 The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.

13.4.1 Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

13.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:

13.5.1 Three originals of the Agreement signed by Bidder.

13.5.2 Three originals of the Labor and Materials Bond.

13.5.3 Three originals of the Performance Bond (if applicable).

13.5.4 Three originals of the Noncollusion Affidavit.

13.5.5 Certificates of Insurance on form provided by the City.

13.5.6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.

13.5.7 Preliminary Contract Schedule.

13.5.8 Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.

13.5.9 Cost Breakdown.

13.6 Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

13.7 If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

13.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

PROPOSAL GUARANTEE

BID BOND

Bond No.:____________

KNOW ALL MEN BY THESE PRESENTS that ______________________________, as BIDDER, AND ______________________________, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of __________________________ ($ __________) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _______________, 20__.

SIGNED AND SEALED this ______ day of __________________, 20__.

______________________________	______________________________
PRINCIPAL	SURETY
PRINCIPAL's MAILING ADDRESS:	**SURETY's MAILING ADDRESS:**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE

CERTIFIED CHECK or CASHIER'S CHECK

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of ______________________ **(\$ ____________)** dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **On-call Electrical Maintenance Services** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: ______________________________

Authorized Signature: ______________________________

Name and Title: ______________________________

Date: ______________

ON-CALL ELECTRICAL MAINTENANCE SERVICES
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Please state all instances of being disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ☐ No ☐

2. If yes, explain the circumstances:

Bidder's Signature

INSURANCE REQUIREMENTS
[MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	$2M
Business automobile liability	$1M
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the 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 that may be carried by the City will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's consultant. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Date Bidder

MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Contractor name

(Awarded per Monterey Park Municipal Code Chapter 3.100)

[CANNOT BE USED FOR CONSTRUCTION, RECONSTRUCTION, ERECTION, ALTERATION, RENOVATION, IMPROVEMENT, DEMOLITION, REPAIR WORK, PAINTING OR MAJOR REPAINTING]

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ___ day of ___________, 20___, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY") and Contractor name, a type of organization, e.g., corporation, and state of incorporation ("CONTRACTOR").

The Parties agree as follows:

1. **CONSIDERATION.**

A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;

B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONTRACTOR for CONTRACTOR's services not to exceed a total of $Click here to enter text. for the work. CITY will pay for work on the basis of the hourly rates and cost reimbursement rates as specified in the attached Exhibit "A," which is incorporated by reference.

2. **TERM**. The term of this Agreement will be from Click here to enter a date. to Click here to enter a date.. The Agreement may be renewed upon mutual consent of the parties by amending this Agreement.

3. **SCOPE OF SERVICES.**

A. This Agreement may be used for "maintenance services" which include the following:

i. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

ii. Minor repainting.

iii. Resurfacing of streets and highways at less than one inch.

iv. Landscape maintenance.

v. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems and electrical transmission lines of 230,000 volts and higher.

vi. Carpentry, electrical, plumbing, glazing, and other craftwork;

B. CONTRACTOR will perform the maintenance services listed in the attached Exhibit "B," which is incorporated by reference. The provisions contained in this Agreement supersede any conflicting provisions in Exhibit B.

C. Maintenance services required by CITY will be provided on an as-needed basis with CITY determining and advising CONTRACTOR as to when specific services are required to be performed or completed by CONTRACTOR. Requests must be memorialized using a notice to proceed that may be in the form of a purchase order. The provisions contained in this Agreement supersede any conflicting provisions in a purchase order issued for maintenance services.

D. CONTRACTOR will, in a workmanlike 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 and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

4. **PREVAILING WAGES.**

A. Pursuant to Labor Code § 1720, and as specified in 8 California Code of

Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

   i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

   ii. When the number of apprentices in training in the area exceeds a ratio of one to five, or

   iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

   iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

v. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

vi. CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

vii. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. **PAYMENTS**.

A. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit a detailed invoice to CITY.

B. CITY's city manager may make payments up to $Click here to enter text. for special items of work not included in the project scope of work and services. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

6. **FAMILIARITY WITH WORK**.

A. By executing this Agreement, CONTRACTOR represents that

CONTRACTOR has

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

7. **INSURANCE.**

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

Type of Insurance	Limits (combined single)
Commercial general liability:	$2M
Business automobile liability	$1M
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. 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 that may be carried by City will be excess thereto. 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) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. CONTRACTOR will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, 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." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. CONTRACTOR will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

8. **TIME FOR PERFORMANCE**. CONTRACTOR will not perform any work under this Agreement until:

A. CONTRACTOR furnishes proof of insurance as required under Section 7 of this Agreement; and

B. CITY gives CONTRACTOR a written notice to proceed.

C. Should CONTRACTOR begin work in advance of receiving written authorization to proceed, any such professional services are at CONTRACTOR's own risk.

9. **TERMINATION**.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination will be in writing.

B. CONTRACTOR may terminate this Agreement upon providing written notice to CITY at least thirty (30) days before the effective termination date.

C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

D. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

10. **INDEMNIFICATION.**

A. **CONTRACTOR indemnifies 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. 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, CONTRACTOR 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 "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 termination of this Agreement.

11. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. **NOTICES.**

A. All notices given or required to be given pursuant to this Agreement will be in writing and may be given by personal delivery or by mail. Such noticing does not include day-to-day communications between CITY's and CONTRACTOR's project managers. Notice sent by mail will be addressed as follows:

To CITY: Click here to enter text.

To CONTRACTOR: Click here to enter text.

B. When addressed in accordance with this paragraph, notices will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices will be deemed given at the time of actual delivery.

C. 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 paragraph.

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

14. **WAIVER**. 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.

15. **CONSTRUCTION.** The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

16. **SEVERABLE.** 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.

17. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

18. **WAIVER.** Waiver of any provision of this Agreement will not be deemed to constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver.

19. **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.

20. **AUTHORITY/MODIFICATION.** This Agreement may be subject to and conditioned upon approval and ratification by the Monterey Park City Council. This Agreement is not binding upon CITY until executed by the City Manager. 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 agreement. CITY's city manager may execute any such amendment on behalf of CITY.

21. **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 transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

22. **EFFECT OF CONFLICT**. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

23. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

24. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25. **ENTIRE AGREEMENT.** This Agreement and its one attachment constitutes the sole agreement between CONTRACTOR and CITY respecting electrical maintenance services. To the extent that there are additional terms and conditions contained in Exhibit "A" that are not in conflict with this Agreement, those terms are incorporated as if

fully set forth above. There are no other understandings, terms or other agreements expressed or implied, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

Click here to enter text.

________________________________ ________________________________

Ron Bow,
City Manager

ATTEST:

____

Vincent D. Chang
City Clerk

Taxpayer ID No. Click here to enter text.

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: ________________________________
Karl H. Berger, Assistant City Attorney

EXHIBIT A

CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES

SPECIFICATIONS

I. OVERVIEW

The City of Monterey Park is soliciting proposals for electrical maintenance services from businesses that are licensed by the State of California as Class C-10 Electrical Contractor. The Contractor shall provide electrical maintenance services at City of Monterey Park facilities. Work includes new electrical installations as well as scheduled and unscheduled maintenance on an as-needed basis for the following types of facilities:

- Office Buildings Sites
- Recreation Facilities
- Water Pump Station Sites (11 sites)
- Water Storage Tank/Reservoirs Sites (13 sites)
- Well Sites (12 sites)
- Water Treatment Plants (5 sites)
- Flow Control Stations (3 sites)

II. TERM

The Contract is for 3 years with an option for a 2-year extension subject to consent by both parties. **The annual cost for this contract is $100,000.**

For subsequent years of the Contract, the rate will be adjusted by the consumer price index (CPI) for all urban consumers as calculated by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles-Riverside-Orange County area.

At any time, this agreement may be terminated by either party by giving written notice of such termination at least thirty (30) days prior to the date of termination.

III. COMPENSATION

The bidder shall specify in the Cost Schedule (Exhibit B) labor, material and equipment costs for Electrical Maintenance services.

The City shall pay the Contractor based on the detailed invoice that describes the services completed and materials used. Each invoice shall set out in reasonable detail the work each individual employee of the Contractor performed, the number of labor and equipment hours, materials and other expenses incurred, and the date(s) the work was performed. All rates will be according to the Cost Schedule in "Exhibit B."

Labor rates will be based on portal to portal with up to a maximum allowable travel time of **one-half hour each way**.

Prior to completing work for individual maintenance projects, Contractor will be asked to provide a cost estimate. Materials and parts required for the maintenance projects will be reimbursed based on actual costs with mark up as established in the Cost Schedule (Exhibit B).

IV. SCOPE OF WORK

1. The Contractor shall be responsible for all labor, equipment, transportation, materials, and supplies that are necessary to maintain, replace, and install existing and new electrical systems. This includes the provision of all replacement parts and components for electrical systems in accordance with original equipment manufacturer specifications, National Electric Code, Uniform Building Code, and County of Los Angeles and City Building and Fire Codes. Work will comply with requirements of the editions of the Manual on Uniform Traffic Control Devices (MUTCD).

2. The Contractor shall evaluate the electrical systems and determine the work necessary to achieve proper efficiency levels.

3. The services shall include expedited service calls, routine service calls, and emergency calls.

4. Examples of electrical services include:

   - Work on low voltage (480 Volts or less)
   - Work on medium voltage (2300 Volts)
   - Replace exterior or interior wiring, soft starters, variable-frequency drives (VFD's), motor controls, switch gears, fuses, electrical circuit boxes, etc.
   - Trouble shooting existing electrical wiring and appurtenances
   - New install or electrical wiring and appurtenances
   - Replacement of electrical systems
   - Provide technical support to City staff as needed

5. Contractor must own or have immediate access to equipment necessary to perform work to include but not limited to: crane to lift electrical motors or water pumps, aerial equipment such as man lift and boom truck to maintain street lights, park lights, and ball field lights.

6. Contractor shall be responsible for the security of his or her equipment and materials.

7. Clean up shall comply with all applicable Federal, State, and local laws and

regulations. Contractor shall, at all times, keep the worksite free from accumulation of waste materials, debris or rubbish caused by his or her employees.

8. Contractor shall dispose of all hazardous waste in accordance with all applicable federal, state and local laws and ordinances.

9. Work shall be in accordance with original equipment manufacturer specifications, California Electrical Code, California Building Code, and applicable County and City Building and Fire Codes. Replacement, removal, and installation services provided shall comply with and conform to all applicable Federal, State, and local regulations, laws and codes.

10. In case of conflict between the current version of the Standard Specifications for Public Works Construction (Green Book) and the Special Provisions, the Special Provisions shall take precedence. All work must comply with City Standards, American Water Works Association (AWWA) or Public Works Construction Book.

11. All work shall be warranted for a minimum of one year for parts and labor.

V. DELIVERY OF SERVICES

1. Contractor shall be able to respond to calls for service in an emergency. Contractor shall be able to respond (24) hours a day, (7) days a week, including weekends and holidays.

2. For emergency calls that are a matter of public safety, Contractor shall respond within one hour.

3. Contractor shall take all necessary precautions for the safety of employees and public at the work site. Safety equipment must be used at all time as deemed necessary by the job condition.

4. Contractor shall dispatch Journeyman and Apprentice Electricians for service calls. Contractor shall request City approval prior to employing any additional personnel. If additional personnel are necessary, they are to be Apprentice unless the service requires a Journeyman.

5. All Contractor personnel employed for a City project shall wear distinctive uniform clothing and identification.

6. Extra Work shall not be performed without prior City approval. Additional work will be charged base on the rates provided in the Cost Schedule.

EXHIBIT B

CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES

<u>COST SCHEDULE</u>

ANNUAL CONTRACT COST IS $100,000

Contractor's Name: ____

Item A. Electrician Labor Hourly Rates

	Straight Time	Overtime	Sunday & Holidays
Foreman	**$**	**$**	**$**
Journeyman	**$**	**$**	**$**
Apprentice	**$**	**$**	**$**

Item B. Truck Charge

Truck Charge	**$** **☐Hour ☐Day**

Item C. Mark up

Item	Percentage
Percentage markup for Materials/Parts above Contractor's cost	%
Percentage markup for Equipment Rental above Contractor's cost	**%**

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor	
Signature	Name (Print)
Title	Date

REFERENCES

The Contractor must list five active “Annual Contracts.” Contract references must be either Government or Water Utility agency.

	Agency	Contact Person	Phone
1.			
2.			
3.			
4.			
5.			

ATTACHMENT 2
Bidder's List

Precision Electric Company
5238 Riverside Rd
Irwindale CA 91706

Bergelectric Charitable Foundation
5650 W Centinela Ave
Los Angeles CA 90045

Gibbs Bros. Electric Company
1703 N Main St
Los Angeles CA 90012

Helix Electric Inc.
Alondra Bl. #108
Cerritos CA 90703

Southwest Industrial Electric
4557 York Blvd
Los Angeles Ca 90041

Apollo Electric
330 Basse Ln
Brea CA 92821

Brea Electric
524 E Imperial Hwy
Brea CA 92821

Dynalectric Los Angeles
4462 Corporate Center Dr
Los Alamitos CA 90720

Frank's Industrial Services Inc
1426 259th St
Harbor City CA 90710

Little John-Reuland Corp
4575 Pacific Blvd
Vernon CA 90058

A&B Electric
248 Lorraine Ave
Pomona CA 91767

Big Sky Electric Inc.
310 McArthur Way Ste. A
Upland CA 91786

ECM Peco Inc.
5454 Diaz St
Irwindale CA 91706

Gibbs Bros. Electric Co. Inc.
1703 N Main St
Los Angeles CA 90012-1918

Southwest Industrial Electric
4557 York Blvd
Los Angeles CA 90041

Helix Electric Inc.
6795 Flanders Dr
PO Box 85298
San Diego CA 92186

Emcor Inc.
5154 Alliance Dr
Bay City, MI 48706-8709

ATTACHMENT 3
Baker Electric Bid Schedule

EXHIBIT B

CITY OF MONTEREY PARK
ON-CALL ELECTRICAL MAINTENANCE SERVICES

COST SCHEDULE

ANNUAL CONTRACT COST IS $100,000

Contractor's Name: Baker Electric, Inc.

Item A. Electrician Labor Hourly Rates

	Straight Time	Overtime	Sunday & Holidays
Foreman	$ 109.37	$ 146.68	$ 183.98
Journeyman	$ 97.26	$ 128.64	$ 160.02
Apprentice	$ 85.14	$ 111.82	$ 138.48

Item B. Truck Charge

Truck Charge $13	$	☒Hour ☐Day

Item C. Mark up

Item	Percentage
Percentage markup for Materials/Parts above Contractor's cost	15 %
Percentage markup for Equipment Rental above Contractor's cost	15 %

The undersigned has carefully checked all of the above figures and understands that the City of Monterey Park, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Contractor Baker Electric, Inc.	
Signature	Name (Print) Ted N. Baker
Title President/ Secretary	Date 7/3/2017