

**CITY COUNCIL OF MONTEREY PARK
THE CITY COUNCIL ACTING ON BEHALF OF THE SUCCESSOR AGENCY OF THE FORMER
REDEVELOPMENT AGENCY, THE HOUSING AUTHORITY, THE MONTEREY PARK FINANCING
AUTHORITY AND THE MONTEREY PARK GEOLOGIC HAZARD ABATEMENT DISTRICT
AGENDA**

**REGULAR CITY COUNCIL MEETING
MONTEREY PARK CITY HALL COUNCIL CHAMBERS
320 W. NEWMARK AVENUE, MONTEREY PARK, CA 91754**

**Wednesday
July 6, 2022
6:30 p.m.**

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.

GENERAL INFORMATION

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 <http://www.montereypark.ca.gov/AgendaCenter/City-Council-17>.

The public may watch the meeting live on the city's cable channel MPKTV (AT&T U-verse, channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>.

PUBLIC PARTICIPATION

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. Written Communication will be accepted up to 24 hours before the meeting via email to mpclerk@montereypark.ca.gov.

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.

CALL TO ORDER	Mayor
FLAG SALUTE	The Monterey Park Fire Explorers
ROLL CALL	Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

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.

STAFF COMMUNICATIONS:

- Recreation and Community Services Department

[1.] PRESENTATION – NONE.

[2.] OLD BUSINESS

2-A. 2022 CITY HALL CARPET REPLACEMENT – REJECT ALL SUBMITTED BIDS AND ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH JJJ FLOOR COVERING, INC. WITHOUT THE NEED FOR ADDITIONAL BIDDING TO COMPLETE THE CITY HALL CARPET REPLACEMENT PROJECT

It is recommended that the City Council consider:

- (1) Rejecting all submitted bids submitted pursuant to the solicitation authorized via Resolution No. 2022-R13;
- (2) Adopting a Resolution authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc., in the amount of \$189,910.09, without the need for additional bidding to complete the City Hall Carpet Replacement project;
- (3) Authorizing the Director of Public Works to approve change orders and contingency up to \$9,496, or 5% of the contract amount;
- (4) Appropriating an additional \$9,407 from the General Fund for this project; and
- (5) 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).

[3.] CONSENT CALENDAR ITEM NOS. 3A-3J

3-A. MINUTES

It is recommended that the City Council consider:

- (1) Approving the minutes from the regular and special meetings of May 18, 2022, and the special meeting of May 25, 2022; and
- (2) Taking such additional, related, action that may be desirable.

3-B. CITY OF MONTEREY PARK RATIFYING MEMBERSHIP IN PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (“PRISM”) RISK MANAGEMENT POOL

It is recommended that the City Council consider:

- (1) Adopting a Resolution approving the City of Monterey Park’s membership in Public Risk Innovation, Solutions, and Management (“PRISM”) joint powers risk management pool; and
- (2) Taking such additional, related, action that may be desirable.

3-C. ACCEPTANCE OF A DONATION IN THE AMOUNT OF \$113,333.33 ON BEHALF OF THE CITY OF MONTEREY PARK FOR THE BRUGGEMEYER LIBRARY

It is recommended that the City Council consider:

- (1) Accepting a donation in the amount of \$113,333.33 of behalf of the City of Monterey Park for the Bruggemeyer Library
- (2) Authorizing the City’s Management Services Department to appropriate \$20,000 of this donation to the FY22-23 budget; and
- (3) Taking such additional, related, action that may be desirable.

3-D. PURCHASE OF TWO AUTOMATED LICENSE PLATE READER SYSTEMS FROM 2020 URBAN AREA SECURITY INITIATIVE GRANT

It is recommended that the City Council consider:

- (1) Waiving bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050 (2) and (4), and Authorizing the City Manager to execute an agreement with Motorola Solutions, Inc., in a form approved by the City Attorney, not to exceed \$76,252.00 for the purchase of two Mobile Automated License Plate Reader Systems (ALPR); and
- (2) Taking such additional, related, action that may be desirable.

3-E. CANNABIS TAX FUND GRANT PROGRAM (CTFGP) FUNDING FISCAL YEAR 2022/2023

It is recommended that the City Council consider:

- (1) Accepting grant funds and authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with the California Highway Patrol in the amount of \$87,173.42 for the Cannabis Tax Fund Grant Program (CTFGP);
- (2) Authorizing the City’s Management Services Department to allocate \$82,713.42 in grant funding to the FY22-23 budget; and
- (3) Taking such additional, related, action that may be desirable.

3-F. A RESOLUTION DECLARING THE MONTH OF JULY AS “PARKS MAKE LIFE BETTER” MONTH IN THE CITY OF MONTEREY PARK

It is recommended that the City Council consider:

- (1) Adopting a Resolution declaring the month of July as “Parks Make Life Better” Month in the City of Monterey Park; and
- (2) Taking such additional, related, action that may be desirable.

3-G. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO KIMLEY-HORN FOR THE PREPARATION OF A LOCAL ROAD SAFETY PLAN (LRSP)

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of a Local Road Safety Plan (LRSP); and
- (2) Taking such additional, related, action that may be desirable.

3-H. TRAFFIC SIGNAL IMPROVEMENTS – RECEIVE AND APPROPRIATE ADDITIONAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7 GRANT FUNDS AND ISSUE TASK ORDER TO TRANSTECH ENGINEERS

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to receive and appropriate an additional \$100,000 in Highway Safety Improvement Program (HSIP) Cycle 7 Grant Funds;
- (2) Authorizing a Task Order to Transtech Engineers, in an amount not to exceed \$100,000, for Construction Engineering Services for the HSIP Cycle 7 Traffic Signal Improvement project; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The Project is not anticipated to have any significant impacts with regards to traffic, noise, air quality or water quality.

3-I. AWARD OF CONTRACT TO STETSON ENGINEERS, INC. FOR ANALYSIS AND REPORTING SERVICES RELATED TO POTABLE WATER TREATMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a three-year Agreement, in a form approved by the City Attorney, with Stetson Engineers, Inc. for professional services in an amount not to exceed \$80,000 annually;
- (2) Taking such additional, related, action that may be desirable.

3-J. APPROVAL OF THE SIXTH AMENDMENT TO SA ASSOCIATES' PROFESSIONAL SERVICES AGREEMENT FOR THE CENTRALIZED GROUNDWATER TREATMENT SYSTEM

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute the Sixth Amendment, in a form approved by the City Attorney, to the Professional Services Agreement with SA Associates for construction management of the Centralized Groundwater Treatment System, for an amount not to exceed \$60,000;
- (2) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING

4-A. PUBLIC HEARING AND APPROVAL OF THE 2022-2023 ANNUAL ACTION PLAN AS REQUIRED BY THE COMMUNITY DEVELOPMENT BLOCK GRANT, AND HOME INVESTMENT PARTNERSHIPS PROGRAMS

It is recommended that the City Council consider:

- (1) Opening the public hearing to receive testimonial and documentary evidence;
- (2) Approve the One-year Action Plan (Action Plan) for Fiscal Year 2022-2023 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
- (3) Direct staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
- (4) Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements; and
- (5) Taking such additional, related, action that may be desirable.

[5.] NEW BUSINESS

5-A. INITIATIVE PETITION FOR HEALTHCARE WORKER MINIMUM WAGE ORDINANCE

It is recommended that the City Council consider:

- (1) Adopting Resolution No. _____ which certifies the Petition as qualifying for the ballot based upon the City Clerk's certification;
- (2) Decide whether to adopt the Petition (verbatim), order an election or request a report in accordance with Elections Code § 9214;
- (3) If the City Council seeks to adopt the Petition, adopt Ordinance No. _____, adding a new Chapter 6.40 to the Monterey Park Municipal Code ("MPMC") commencing at Section 6.40.020 and entitled "Healthcare Worker Compensation";
- (4) If the City Council seeks to order an election, adopt Resolution No. _____ adding an initiative to the ballot for the previously called November 8, 2022 Regular Municipal Election;
- (5) Adopt Resolution No. _____ establishing regulations for ballot arguments;
- (6) If desirable, designate a councilmember to draft a ballot argument on the City's behalf;
- (7) If desirable, adopt Resolution No. _____ directing the City Attorney to prepare an impartial analysis; and
- (8) Taking such additional, related, action that may be desirable.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: 2022 City Hall Carpet Replacement – Reject All Submitted Bids and Adopt a Resolution authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc. without the need for additional bidding to complete the City Hall Carpet Replacement project

RECOMMENDATION:

It is recommended that the City Council consider:

1. Rejecting all submitted bids submitted pursuant to the solicitation authorized via Resolution No. 2022-R13;
2. Adopting a Resolution authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc., in the amount of \$189,910.09, without the need for additional bidding to complete the City Hall Carpet Replacement project;
3. Authorizing the Director of Public Works to approve change orders and contingency up to \$9,496, or 5% of the contract amount;
4. Appropriating an additional \$9,407 from the General Fund for this project; and
5. 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).

EXECUTIVE SUMMARY

On March 16th, 2022, the City Council adopted Resolution No. 2022-R13 approving the design and plans for the City Hall Carpet Replacement Project and authorizing the solicitation of bids for the City Hall Carpet Replacement project. The public bid opening for this project was held on April 12, 2022. Only one bid was received from Empire Today LLC. Staff recommends rejection of all bids due to it being unresponsive. In order to minimize additional cost, staff is also recommending that the City Council adopt a resolution authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc. without the need for additional bidding to complete the City Hall Carpet Replacement project in the amount of \$189,910.09, plus 5% contingency.

BACKGROUND

The carpeting in City Hall facilities has been in place and routinely maintained for over 30 years. Typically, the average life span of commercial-grade carpet is 10 to 15 years. After decades of prolonged wear and tear, the carpet reached the end of its useful service life and requires replacement. This project, the 2022 City Hall Carpet Replacement consists of removing approximately 21,000 square feet of existing carpet and installing new carpet over clean sound floors in City of Monterey Park City Hall.

The public works bid was opened on April 12th, 2022, and included the following bid:

RANK	BIDDER	BASE BID AMOUNT
1	Empire Today LLC	\$216,289.41

The bid submitted by Empire Today LLC was the only bid for the 2022 City Hall Carpet Replacement project. One addendum was issued for the 2022 City Hall Carpet Replacement project which was not acknowledged by the contractor in its submitted bid. Additionally, the contractor was required to submit references minimum from three public agencies or minimum from two public agencies plus two private entities. Staff performed a bid analysis determined that two of the bidders' public references were for the same project; therefore, it should have been listed as one. Empire Today, LLC's bid is nonresponsive as it did not meet bid requirements.

Since April 2021, the City has been unsuccessful to secure a contractor to complete the City Hall Carpet Replacement Project via competitive bidding under the Public Contract Code. To accelerate the process for delivering this project, the Interim Public Works Director identified JJJ Floor Covering, Inc. as being qualified for completing the Project. The quote submitted by JJJ Floor Covering, Inc. is for a total of \$189,910.09 and follows all plans and specifications as per the 2022 City Hall Carpet Installation bid package. JJJ Floor Covering, Inc. is registered with the Department of Industrial Relations, has the required insurance and bonding, is properly licensed, and is prepared to execute the City's standard agreement for public works projects.

Based upon the City's lack of success in securing a qualified contractor via bidding, it is improbable that any other private contractor can construct the project for a lesser amount and seeking additional bids for the project would cost the City both time and money, resulting in an unnecessary delay to the project. Therefore, staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Public Works contract with JJJ Floor Covering, Inc. without the need for additional bidding to complete the City Hall Carpet Replacement project in the amount of \$189,910.09, plus 5% contingency.

FISCAL IMPACT

This project has been budgeted in the FY22-23 Capital Improvement Plan (CIP) as Project No.95015 and will be funded with General Funds. An additional appropriation of \$9,407 from the General Fund is needed to award this contract.

Respectfully submitted and prepared by:



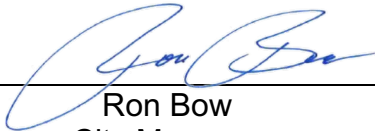
Anthony Antich
Interim Director of Public Works

Reviewed by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT

1. Empire Today LLC Proposal
2. JJJ Flooring Covering, Inc. Proposal
3. Resolution

ATTACHMENT 1
Empire Today LLC Proposal

CITY OF MONTEREY PARK



BIDDING DOCUMENTS For

2022 CITY HALL CARPET REPLACEMENT SPECIFICATION No. 2022-002

BID DUE DATE:

April 12, 2022

TIME:

10:00 AM

Submit bids to:

Quest Construction Data Network (QuestCDN)

www.questcdn.com

Quest Project #8142473

2022 CITY HALL CARPET REPLACEMENT

SPECIFICATION No. 2022-002

Approved by:  _____

Okan Demirci, PE

Interim City Engineer

City of Monterey Park

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SECTION A. NOTICE INVITING SEALED BIDS

The City of Monterey Park is receiving and accepting sealed bids only via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com, until **10:00 AM on Tuesday, April 12, 2022 for the 2022 CITY HALL CARPET REPLACEMENT, Specification No. 2022-002.** Late bids will not be accepted.

As described in the Bidding Documents, the bids are for a **public works project, 2022 CITY HALL CARPET REPLACEMENT**, which consists of removing approximately 21,000 square feet of existing carpet and installing new carpet over clean sound floors in City of Monterey Park City Hall per the Technical Specifications.

Work on the Project shall be **performed in strict conformity with Specification No. 2022-002.**

Prospective Bidders must **purchase contract documents through Quest Construction** Data Network (QuestCDN). This can be done via a link on the Public Works' Bids & Proposal's page at <http://www.montereypark.ca.gov/444/Bids-Proposals> and/or on the QUESTCDN website (www.questcdn.com). QuestCDN is a web-based platform for construction project advertisements, bid documents distribution and plan holder lists. Prospective bidders will need the seven-digit QuestCDN project number (**Quest Project #8142473**) to locate the job on the QuestCDN website search page. **There is a \$15 nonrefundable cost for downloading the contract documents in PDF format; however documents may be viewed for free. Bids will not be accepted from any prospective bidder who has not purchased contract documents through QuestCDN.**

Please contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in Regular membership registration, downloading and working with this digital information.

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

Mandatory Pre-Bid Meeting:

A **mandatory pre-bid meeting will be held on Friday, March 25, 2022** at 11:00AM at City of Monterey Park City Hall, 320 W Newmark Avenue, Monterey Park, CA 91754. Every Bidder is required to attend the pre-bid meeting. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a bid.

SB 854 Requirements:

This project is subject to the **requirements of SB 854.** No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered and qualified with the Department of Industrial Relations** pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

Prevailing Wages Required:

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of

the prevailing wages schedule is on file with the City. Because this project is also funded in part by CDBG Federal Funds, Federal Labor Standards Provisions, including the prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the case of difference between the State and Federal Wage Rates for a classification or requirement, the higher rate and requirement shall apply.

DBE:

There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

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.

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.

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 11246 and 11375.

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

Engineer's Estimate is \$150,000

Construction Days is 30 Working Days.

Liquidated Damages is \$1,000 per calendar day.

Required State of California Contractors License Classification is Class B, or Class C-15.

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:
Anthony Bendezu
Contract Project Manager/Engineer
abendezu@MontereyPark.ca.gov

DATED this March 17, 2022.

--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. Prospective Bidders must purchase contract documents through Quest Construction Data Network (QuestCDN). This can be done via a link on the Public Works' Bids & Proposal's page at <http://www.montereypark.ca.gov/444/Bids-Proposals> and/or on the QUESTCDN website (www.questcdn.com).
- 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. All addenda shall be written and issued by the City through www.QuestCDN.com. An email notification will be distributed by QuestCDN to all Plan holders regarding posting of Addenda, but it shall be the bidder's responsibility to make inquiry as to Addenda issued. Failure of the bidder to receive any such Addenda shall not relieve the bidder from any obligation under his bid as submitted.
 - 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 submitted electronically via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com.
- 10.6. If the Bidder provides a copy of a Bid Security or a copy of a certified cashier's check electronically via the online electronic bid service, the original must be provided to the City by the end of the fifth business day after the bid opening. Not submitting the original Bid Security, the Bid will be considered as non-responsive bid.
- 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.

15. OTHER CONTRACT PROVISIONS

- 15.1. The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

--END OF SECTION--

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Empire Today, LLC.

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:

**BID SCHEDULE
2022 CITY HALL CARPET REPLACEMENT**

NO.	ITEM DESCRIPTION	UNIT OF	EST.	Unit Price	Extended Price
1	Carpet Material (As per Technical Specifications)	LS	1		
2	Floor Preparation	LS	1		
3	Carpet Removal & Installation	LS	1		
4	Cubicle Lift and Major Furniture Moving	LS	1		
TOTAL BASE BID AMOUNT IN NUMBERS		\$			

FOR REFERENCE ONLY
USE ELECTRONIC BID WORKSHEET

TOTAL BASE BID AMOUNT IN WORDS Two Hundred sixteen thousand two hundred eighty nine dollar and forty one cents.

_____ DOLLARS

TOTAL BASE BID AMOUNT IN NUMBERS \$ 216,289.41

Empire Today, LLC.

Bidder (Company Name)


Chris Granger (Apr 7, 2022 14:19 CDT)

President, Empire Today for Business

Authorized Signature

Title

The low bid will be established based on the "Base Bid". Any "Additive Alternate" bid items must also be filled out, 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: Don Del Rio California Quality Floors	Flooring Installation	\$ <u>64,556.00</u>
Address: PO Box 6941 San Pedro, CA 90734		
Tel: 310-514-0888		
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)		\$ <u>64,556.00</u>

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 City of Vernon	Project Name and Brief Description Installed carpet and carpet tile at Gas Division located at 2716 Leonis Blvd. Vernon, CA 90058	
Contact Name and Title Jasmine Hooks		
Tel: (323) 974-2391 E-mail: jhooks@ci.vernon.ca.us	Contract Value: \$16356.40	Year Completed: 2021

Reference 2		
Agency Name City of Vernon	Project Name and Brief Description Contract 003CAAM614 - Installed flooring at Offices: 2724 Leonis Blvd. Vernon, CA 90058	
Contact Name and Title M. Martinez		
Tel: 323-583-8811 E-mail: mmartinez@ci.vernon.ca.us	Contract Value: \$13588.60	Year Completed: 2021

Reference 3		
Agency Name Teamsters Local 63	Project Name and Brief Description Teamsters Rialto (New Bldg) Contract 003CAAP082 – Installed flooring throughout entire facility located at: 955 Bloomington Ave. Rialto, CA 92376	
Contact Name and Title Margie Brignoni		
Tel: _____ E-mail: margie@local63.net	Contract Value: \$276,126.55	Year Completed: 2021

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: Richard Tocher

Date of Inspection: 4-1-2022

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:

<u>Type of Insurance</u>	<u>Limits</u>
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:	Empire Today, LLC.
Authorized Signature:	 Chris Granger (Apr 7, 2022 14:19 CDT)
Name and Title:	Chris Granger President, Empire Today for Business
Date:	4/5/2022

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder****The undersigned declares:**

I am the President, Empire Today for Business of Empire Today, LLC., 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:	<u>Empire Today, LLC.</u>
Authorized Signature:	<u></u> Chris Granger (Apr 7, 2022 14:19 CDT)
Name and Title:	<u>Chris Granger President, Empire Today for Business</u>
Date:	<u>4/5/2022</u>

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 X 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: Empire Today, LLC.

Authorized Signature: 
[Chris Granger \(Apr 7, 2022 14:19 CDT\)](#)

Name and Title: Chris Granger President, Empire Today for Business

Date: 4/5/2022

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 X 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: Empire Today, LLC

Authorized Signature: 
Chris Granger (Apr 7, 2022 14:19 CDT)

Name and Title: Chris Granger President, Empire Today for Business

Date: 4/5/2022

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 X 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: Empire Today, LLC

Authorized Signature: 
Chris Granger (Apr 7, 2022 14:19 CDT)

Name and Title: Chris Granger President, Empire Today for Business

Date: 4/5/2022

BIDDER INFORMATIONBidder's Name: Empire Today, LLC.Address: 333 Northwest Ave.Form of Legal Entity: CorpIf a Corporation, State of Incorporation: DelawareState Contractor's Class and License No.: 1047108

Contact Person Information:

Name: Richard Tocher | Title: Empire For Business – Commercial Sales |E-mail: rtocher@empire-today.com Tel: Cell: (818) 698 - 5191

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:

N/A

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: N

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 5th day of April, 2022 .

BIDDER Empire Today, LLC.

Subscribed and sworn to this 5th day of April, 20 ²² .

NOTARY PUBLIC _____

PROPOSAL GUARANTEE**BID BOND**

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that Empire Today, LLC., as BIDDER, AND _____, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of (\$21,628.94) 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 **2022 CITY HALL CARPET REPLACEMENT** ("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__.


Chris Granger (Apr 7, 2022 14:19 CDT)

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 **2022 CITY HALL CARPET REPLACEMENT** ("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
PUBLIC WORKS DEPARTMENT
STANDARD SPECIFICATIONS**

Except as modified by these Standard Specifications, the provisions of the latest edition of the “Standard Specifications for Public Works Construction” (“Greenbook”) 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. **THESE STANDARD SPECIFICATIONS ARE INTENDED TO, AND DO, TAKE PRECEDENCE OVER ANY CONFLICTING PROVISION OF THE GREENBOOK.**

1. NUMBERING OF SECTIONS

The numbering of these Standard Specifications is NOT intended to conform with the Greenbook. Rather, the numbering is specific for these Standard Specifications. As noted at the outset, however, the provisions contained within these Standard Specifications supersede any conflicting clauses within the Greenbook and govern the contractual relationship between the Parties.

2. MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the Green Book, the Contract Documents take precedence.

3. DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in these Standard Specifications.

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.

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 Public Works Director to Contractor or from Contractor to Public Works Director.

Public Works Director – The City Public Works Director, or designee, as defined in the Greenbook. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Public Works Director or designee.

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.

☐ (Check if applicable) State Standard Specifications - State of California Standard Specifications (<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Working Days – A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Public Works Director.

4. ABBREVIATIONS

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASA	American Standard 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 Specifications for Public Works Construction, and subsequent supplements prepared by Public Works Standards, Inc.
WATCH	Work Area Traffic Control Handbook
SPPWC	Standard Plans for Public Works Construction by the American Public Works Association
SSPWC	Standard Specifications for Public Works Construction by the American Public Works Association

5. ACCESS TO PROJECT SITE

Not later than the date designated in the City Notice to Proceed, 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.

6. SUBCONTRACTOR LISTING

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 must 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 10 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 Public Works Director 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 Public Works Director, 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 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.

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than 10% of the Work.

7. **CONTRACT BONDS**

The Faithful Performance Bond and the Labor and Materials Bond must be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by the Greenbook.

The term "surety bond," "guarantee," and "bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the City Attorney. Sureties must be admitted to do business in California.

8. CONTRACT DOCUMENTS

The Contractor will maintain the following at the Work site:

- One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction. As-built plans must be submitted to the City representative for approval before the City pays a final retention amount.
- The current accepted Contract Schedule.
- Shop Drawings, Product Data, and Samples.
- Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
- 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 Public Works Director, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

9. PRECEDENCE OF CONTRACT DOCUMENTS

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 Public Works Director 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.

10. 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 Public Works Director 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 Public Works Director.

11. RIGHT-OF-WAY

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 were left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

12. 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 Public Works Director.

It is the Contractor's responsibility 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 Public Works Director.

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 Public Works Director before beginning work that requires their use.

13. 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.

14. BASIS FOR ESTABLISHING COSTS

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.

15. MARK UP

Work by Contractor. The following percentages will be added to the Contractor's costs and will constitute the markup for all overhead and profits.

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

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.

Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in this Section 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.

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.

16. 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 must be made part of the Claim as supporting data for the Claim.

17. CHANGED CONDITIONS

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the Public Works Director in writing of such changed conditions (upon discovery and before disturbing such changed conditions), so that the Public Works Director can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding any other time period, the Contractor is liable to 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:

- Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
- 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
- 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 Public Works Director will promptly investigate conditions that appear to be changed conditions. The Public Works Director's decision, and any dispute regarding that decision,

will be made in accordance with the Greenbook except that the Public Works Director will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

- The information is made available for the Bidders' convenience and is not a part of the Contract.
- 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.
- 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.

18. DISPUTED WORK

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 Standard Specifications. 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.

19. INSPECTION REQUIREMENTS

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 Public Works Director. 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.

20. 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 must 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.

21. 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 must submit, a minimum of 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:

- Written request with explanation of why the product should be considered as an equal product.
- Material specifications.
- Technical specifications.
- Test data.
- Samples.
- Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.
- Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
- Warranty data.

The Bidder will be notified by the Public Works Director whether or not the proposed "equal" product is acceptable to the City five 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.

22. PROTECTION

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.

23. RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City is 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 has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

24. DELAYS

Actual loss is 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 these Standard Specifications 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.

25. CALCULATING IDLE TIME

Equipment and worker idle time is calculated in accordance with these Standard Specifications and the Greenbook; it is 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.

26. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

A. Pre-Construction Meeting:

After contract award, 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.

B. Contract Schedule

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the Public Works Director for review, as required by these Standard Specifications within 15 calendar days of award.

C. Contract Schedule Content

The Contract Schedule, and any updated Contract Schedule, will meet the following requirements:

- Schedules must be suitable for monitoring progress of the Work.

- Schedules must provide necessary data about the time for the Public Works Director's decisions.
- Schedules must be sufficiently detailed to demonstrate adequate planning for the Work.
- Schedules must represent a practical plan to complete the Work within the Contract Time.
- Schedules must show the critical path method for completing the Work.

The Public Works Director'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.

D. 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 Public Works Director to be practical. Acceptance of such a schedule by the Public Works Director 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 Public Works Director in developing the Contract Schedule and updated Contract Schedules.

The Public Works Director'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 Public Works Director or 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 Public Works Director'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.

E. 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 15 calendar days after the date of the Notice to Proceed and be diligently prosecuted to completion with the time provided in the Specifications.

27. DEFAULT BY CONTRACTOR

A. 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.

B. Termination of Contractor's Control Over the Work

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 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:

- 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;

- The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
- 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.

C. 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 five 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 five 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.

28. DELAYS AND EXTENSIONS OF TIME

A. 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 Public Works Director documentary proof. The proof must 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 Public Works Director may, but is not required to, deem an extension of time to be in the City's best interests.

B. 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.

C. Payment for Delays to Contractor

Any payment for compensable delay will be based upon actual costs 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.

D. Written Notice and Report

If the Contractor desires payment for a delay or an extension of time, it will give the Public Works Director 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 must be in the form required by the "Claims" sections of these Standard 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.

29. WORKDAYS AND WORKING HOURS

City Hall is ordinarily open from Monday thru Friday during normal working hours (8 a.m. to 5:00 p.m.). It is closed on the following holidays:

New Year's Day - January 1

Martin Luther King, Jr. Day	-	January 19
President's Day	-	February 16
Memorial Day	-	May 25
Independence Day	-	July 4
Labor Day	-	September 7
Veterans' Day	-	November 11
Thanksgiving	-	November 26
Christmas Eve	-	December 24
Christmas	-	December 25
New Year's Eve	-	December 31

If the Contractor requests an inspection on a day when City Hall is closed, then the Contractor will have to reimburse the City for the costs of inspection. The Contractor must request such an inspection at least 48 hours in advance. City inspections during hours when City Hall is closed are subject to inspection overtime fees to be paid for by the Contractor. Friday work that does not require inspection can be done without an inspection fee and must be discussed with City staff before its occurrence. If the Contractor does construction on a Friday or a day when City Hall is closed, that day is counted as a project working day.

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 4:00 p.m.

A. Night Work

Except as otherwise provided in the Technical Specifications or separate permit, City does not permit Work between the hours of 4 p.m. and 7 a.m. of the following day.

B. Weekend and Holiday Work

The Public Works Director may, but is not required to, allow the Contractor to work on Saturdays, Sundays and City Holidays.

30. COMPLETION AND ACCEPTANCE

The Work will be inspected by the Public Works Director for acceptance upon the Public Works Director receiving the Contractor's written assertion that the Work is complete.

If, in the Public Works Director's judgment, the Work is complete and is ready for acceptance, the Public Works Director will accept the Work on behalf of the City in the manner prescribed by the City. Once a Notice of Completion is issued, 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 minimum period of one year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner

satisfactory to the Public Works Director, after notice to do so from the Public Works Director, 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.

31. LIQUIDATED DAMAGES

If all the Work is not completed before or upon the expiration of the Contract Time, 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 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 \$1,000 per calendar day.

32. DISPUTES AND CLAIMS; PROCEDURE

A. General

Consistent with PCC §§ 9204 and 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 Public Works Director, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

- Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
- Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- Claims respecting a latent defect, breach of warranty, or guarantee to repair.
- 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. The requirements of this Section are intended to supplement and implement

PCC § 9204, a copy of which is attached for reference. Accordingly, pursuant to PCC § 9204(f), the parties agree to utilize these Standard Specifications.

B. Form

A Claim must include the following:

- A statement that it is a Claim and a request for a decision.
- A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
- If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
- A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any time period costs are incurred. A cost record will be considered current if submitted within seven calendar days of the date the cost reflected in the record is incurred. At the Public Works Director'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).
- If the Claim involves an error or omission in the Contract Documents:
 - An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - 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.

- If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
- If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
- A personal certification from the Contractor that reads as follows:

"I, Chris Granger, BEING THE President (MUST BE AN OFFICER) OF Empire Today, LLC. (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."

C. Claims Submitted to Public Works Director

Within 30 calendar days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Public Works Director for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Public Works Director, 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.

D. 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.

E. Decision on Claims

The Public Works Director will promptly review Claims submitted by the Contractor in accordance with these Standard Specifications. Should the Public Works Director require additional supporting evidence to evaluate the claim, the Public Works Director will request such additional information in writing. Any such requested data will be furnished not later than 10 calendar days after the Contractor receives the Public Works Director's request.

The Public Works Director will render a decision not later than 30 calendar days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Claim amount is more than \$50,000, the time period will be extended to 60 days. If the Public Works Director fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Public Works Director's decision will be final and binding unless appealed in accordance with these Specifications.

The Public Works Director's decision on a Claim will include a statement substantially as follows:

"This is a decision pursuant to the Standard 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 calendar days of the date of this decision, the decision will become final and binding and not subject to further appeal."

F. **Appeal of Public Works Director's Decision**

Should the Contractor dispute the Public Works Director's decision, then the Contractor must appeal that decision to the City Manager within 30 calendar days of receiving the Public Works Director's decision.

The City Manager will address disputes or claims within 30 calendar days after receiving such request and all necessary supporting data. The City Manager's decision on the dispute or claim will be the City's final decision.

If the Contractor disputes the City Manager's decision, then the Contractor must demand alternative dispute resolution in accordance with this Section and the PCC within 30 calendar days of the City's final decision.

G. **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.

H. 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.

I. 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 calendar 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.

J. 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. BOTH THE CITY AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

33. **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:

- When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 calendar days before the request for certificate, or
- When the number of apprentices in training in the area exceeds a ratio of one to five, or
- 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
- 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.

34. 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 Department of Industrial Relations. If requested by the City, the Contractor will provide copies of the records at its cost.

35. LIABILITY INSURANCE

Contractor must comply with City's insurance requirements for public works projects which are adopted by City Council resolution (the "Insurance Matrix"). At the time of executing this contract, City Council Resolution No. 11750, adopted June 17, 2015, constitutes the Insurance Matrix for this contract. Contractor will provide endorsements or other proof of coverage for contractual liability in accordance with the Insurance Matrix.

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 coverage 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).

36. INDEMNIFICATION AND DEFENSE

In addition to all other provisions of the Contract Documents including, without limitation, 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 Section 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 Section 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. This hold harmless agreement by the Contractor applies 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.

37. PERMITS

The Contractor will apply for permits required by the City. These permits including, without limitation, a business license, will be issued on a "no-fee" basis. However, the Contractor must pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations but cannot charge the City an administrative fee for obtaining such permits.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits must 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.

38. CLEANUP AND DUST CONTROL

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 of street sweeper a minimum of once daily.

39. WATERING

Water for dust control caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Public Works Director. 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 deposits and fees as described in this contract, the Public Works Director will cause a meter to be installed. 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.

40. WATER POLLUTION CONTROL

The following requirements are added to establish storm water and urban runoff pollution prevention controls.

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.

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.

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.

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.

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.

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.

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.

41. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity 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.

42. PUBLIC CONVENIENCE AND SAFETY

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.

43. TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours before 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 Public Works Director.

At least one, 12 foot wide, traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Public Works Director. 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 two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four-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 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) at each location, one 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 of the WATCH Manual and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

44. STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the Public Works Director.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the Public Works Director. Lane transitions will not be sharper than a taper of 30 to one.

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Public Works Director. The Contractor will prepare any plans that may be required for temporary striping to the satisfaction of the Public Works Director. 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 Public Works Director.

45. 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 Public Works Director, 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 Public Works Director, immediate action will be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Public Works Director will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Public Works Director 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 Public Works Director, 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.

46. HAZARDOUS MATERIAL

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Public Works Director, 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 Public Works Director 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 these Standard Specifications regarding Changed Conditions.

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.

If the Public Works Director determines that material called to the Public Works Director's attention by the Contractor is hazardous waste, or if the Public Works Director 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 Public Works Director.

47. LUMP SUM WORK

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.

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 Public Works Director that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Public Works Director 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.

48. PARTIAL AND FINAL PAYMENTS

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 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 Public Works Director for approval.

It will take a minimum of 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.

The full five percent (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 Public Works Director. The City Public Works Director 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 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.

49. DELIVERED MATERIALS

Materials and equipment delivered or stored, but not incorporated into the work, will not be approved for progress payments.

50. 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 in these Standard Specifications 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 -

SECTION E. TECHNICAL SPECIFICATIONS

A. SUBMITTALS

1. **Pre-Bid Conference:** The required pre-bid meeting, as per Section B.3 Pre-Bid Conference, will take place on Friday, March 25th at 11:00am at City of Monterey Park City Hall, 320 W Newmark Avenue, Monterey Park, CA 91754. Bidders shall sign in when attending the meeting. Bidders not present during the required pre-bid meeting will be disqualified for the 2022 City Hall Carpet Replacement project. The pre-bid meeting will consist of walking the carpet areas in City Hall and showing the contractor existing conditions.
2. **Product Data:** The City is providing pre-selected product and color, describing physical and performance characteristics, sizes & patterns in Appendix 4. Batiste II(BTT). If contractor decides to use a different manufacturer, the contractor shall provide a product data on the specified product, describing physical and performance characteristics, sizes, patterns, colors, and method of installation for review prior to installation.
3. **Manufacturer's Installation Instructions:** Indicate special procedures and perimeter conditions requiring special attention.
4. **Maintenance Date:** Include maintenance procedures, recommendations for maintenance materials and equipment, and suggested schedule for cleaning.
5. **Manufacturer's Carpet Warranty.**
6. **Certification and description of reclamation and recycling process per section F, Carpet Warranty.**

B. QUALITY ASSURANCE

1. **Manufacturer's Qualifications**
 - a. Company specializing in manufacturing specified carpet with minimum 1 year documented experience.
 - b. Upon request, manufacturer to provide representative to assist in project start-up and to inspect installation while in process and upon completion. Representative will notify the City if any installation instructions are not followed.
 - c. **Single Source Responsibility:** Obtain carpet from one source and by a single manufacturer.
2. **Installer Qualifications**
 - a. **Flooring contractor must be certified by the carpet manufacturer prior to bid.**

- b. Flooring contractor to be a specialty contractor normally engaged in this type of work and shall have prior experience in the installation of these types of materials.
- c. **Certify payment of Prevailing Wage Rates to the installers.**
- d. **Flooring contractor possessing Contract for the carpet installation shall not sub-contract the labor without written approval from the City.**
- e. Flooring contractor will be responsible for proper product installation, including floor testing and preparation, as specified by the carpet manufacturer and JOB CONDITIONS herein.
- f. Flooring contractor to provide City a written installation warranty that guarantees the completed installation to be free from defects in materials and workmanship for **a period of one year after job completion.**

C. DELIVERY, STORAGE & HANDLING

1. Deliver materials to the site in manufacturer's original packaging listing manufacturer's name, product name, identification number, and related information.
2. Store in a dry location, between 60 degrees F and 80 degrees F and a relative humidity below 65%. Protect from damage and soiling. Stack carpet rolls horizontally on a flat surface, stacked no higher than two rolls.
3. Make stored materials available for inspection by the Owner's representative
4. Store material in area of installation for a minimum period of 48 hours to installation.

D. PROJECT CONDITIONS

1. Sub-floor preparation is to include all required work to prepare the existing floor for installation of the product as specified in this documents and Manufacturer's installation instructions.
2. The maximum amount of moisture evacuation from the floor is 3.0 pounds per 1,000 square feet in 24 hours. The acceptable pH level of the substrate is between 7.0 and 9.0. Flooring contractor is responsible for floor testing.
3. All material used in sub-floor preparation and repair shall be recommended by the carpet manufacturer and shall be chemically and physically compatible with the carpet system being bid.
4. Maintain minimum 65 degrees F ambient temperature and 65% Relative Humidity for 72 hours prior to, during, and 48 hours after installation.

5. Do not install carpet until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceiling is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.
6. A cubicle lift system will be required for this project, Bid Item 4. The required pre-bid meeting will consist of a walk around carpet areas. It will be the contractor's responsibility to quantify the amount of labor required to lift existing cubicles.

E. EXTRA MATERIALS

1. Provide additional 5% each type, color, and pattern furnished; product to be rolled and bound. Coordinate storage location with City.
2. Deliver all unused carpet and large scraps to City for "attic stock". Dispose of scraps less than 2 square foot in area or less than 8" in width.

F. CARPET WARRANTY

1. **Warranty to be provided by the Manufacturer and the Contractor**
2. If the product fails to perform as warranted when properly installed and maintained, the affected area will be repaired or replaced at the discretion of the City Engineer.
3. Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected.
4. Warranty shall not exclude carpet product installed on stairs provided it is properly installed and maintained. More intensive maintenance will be required for product installed on stairs, and some degree of appearance change is to be expected.

G. ACCESSORIES

1. Material recommended by the Manufacturer for patching, priming, chemically welding the seams, etc.
2. **Adhesives: Products to be supplied with a pre-cured**, mill-applied or other "dry" adhesive system (2.02E) when available. Otherwise, adhesive should be full spread, extremely low VOC in compliance with CRI Indoor Air Quality Adhesive Testing Program requirements, compatible with materials being adhered, as recommended by the Manufacturer.
3. Base, Carpet Edge, and Transition Strips. As specified in applicable sections.

H. EXAMINATION/PREPARATION

1. **Prepare sub-floor to comply with criteria** established in Manufacturer's installation instruction. Use only preparation materials that are acceptable to the Manufacturer.
 - a. Remove all deleterious substances from substrate(s) that would interfere with or be harmful to the installation (i.e. floor wax)
 - b. Verify the sub-floor is smooth and flat within specified tolerances and ready to receive carpet.
 - c. Verify that substrate surface is dust-free and free of substances that would impair bonding of product to the floor.
 - d. Verify that concrete surfaces are ready for installation by conducting moisture and pH testing. Results must be within limits recommended by the Manufacturer.
 - e. There will be no exceptions to the provisions stated in the Manufacturer's installation instructions.

I. INSTALLATION - GENERAL

1. Install product in accordance with Manufacturer's installation instructions.
2. Verify carpet match before cutting to ensure minimal variation between dye lots.
3. Layout carpet and locate seams in accordance with Manufacturer.
 - a. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic. Minimize cross seams.
 - b. Do not locate seams perpendicular through door openings.
 - c. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.
 - d. Locate change of color or pattern between rooms under door centerline.
 - e. Provide monolithic color, pattern and texture match within any one area.
4. Install carpet tight and flat on sub-floor, well fastened at edges, with a uniform appearance.
5. Double-cut carpet seams with accurate pattern match. Make cuts <<<straight>>><<<serpentine>>>, true, and unfrayed.

6. Chemically weld all seams with manufacturer's recommended seam sealer as stated in installation instructions. Make sure the seam is fully sealed.
7. Roll with appropriate roller for complete contact of carpet with mill-applied adhesive to sub-floor.
8. Trim carpet neatly at walls and around interruptions
9. Completed carpet is to be smooth and free of bubbles, puckers, and other defects.
10. To ensure asbestos enclosure, the carpet material should be sealed around the perimeter of the installation using a one-inch strip of contact adhesive spread directly underneath the outer edge of the product.

J. INSTALLATION – GENERAL

1. Remove excess adhesive and/or seam sealer from floor and wall surfaces without damage.
2. All rubbish, wrapping, debris, trimming, etc. to be removed from site and disposed of properly.
3. Clean and vacuum carpet surfaces using a beater brush/bar commercial vacuum.
4. After each area of carpet is installed, protect from soiling and damage by other trades.
5. All existing cubicles must be lifted using a lift system prior to floor preparation and carpet installation.

--END OF SECTION--

APPENDIX 1. CITY OF MONTEREY PARK PUBLIC WORKS CONTRACT

**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 ²⁵ 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 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 it is 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 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

City of Monterey Park
City Hall

Monterey Park, CA

The Contractor

Empire Today, LLC.
333 Northwest Ave.

Northlake IL 60164
Attn: Legal /Commercial

Any such written communications by mail will be conclusively deemed to have been received by the addressee three 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. ELECTRONIC SIGNATURES. This Contract may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, 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 electronic transmission. Such electronic 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,
City Manager

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By: _____

FAITHFUL PERFORMANCE BOND**Bond No. Insert bond #****Bond Fee: \$Insert bond fee**

Insert contractor name ("PRINCIPAL") and Insert Surety name, a corporation incorporated under the laws of the State of Insert state of incorporation 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 \$Insert Engineer's Estimate or Contract Amount, as applicable, 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 Insert contract name or number and the Plans approved with such same. 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 improvements identified in same, a copy of which is on file with CITY's Engineering Division ("Project"). Such performance will be in accordance with Insert plans and specification reference – either contract number or separately (e.g., standard plans/drawing file no. which are made a part of this bond when said plans and profiles are approved by Insert City Engineer or Public Works Director and filed with same. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's work on the Project will be done in accordance with either specifications or standard drawings 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.
3. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Project for a period of insert time period year(s) following the Project's completion and acceptance by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code ("MPMC").

KHB20161115

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of ~~insert reference to contract, specifications, or standard drawings~~ 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 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 ~~Click here to enter a date..~~

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

~~Click here to enter text.~~

~~Click here to enter text.~~

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to City Clerk's Office.

KHB20161115

LABOR AND MATERIALS BOND

Bond No. Enter Bond No.

Bond Fee: \$Enter fee

Enter name of contractor as principal ("PRINCIPAL") and Enter Name of Surety, a corporation incorporated under the laws of the State of Enter state of incorporation 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 \$Enter dollar amount, 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 Enter Contract #("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 the Public Project and the public works contract executed for such Public Project, copies of which is on file with CITY's Public Works Department. Such performance will be in accordance with CITY's plans and profiles Insert either standard drawing numbers or specifications listed in the Public Project which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Public Works Department.

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 the Public Project or of the obligation to be performed will in

KHB20151022

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.

SIIGNED AND SEALED this [Click here to enter a date..](#)

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

[Click here to enter text.](#)

[Click here to enter text.](#)

NOTE: ALL signatures must be acknowledged by a notary public. Return two (2) originals to City Clerk's Office.

APPENDIX 2. CONTRACT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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. 2022-002) 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

City Manager

INSERT AUTHORIZED NAME

INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID NUMBER

ATTEST:

VINCENT D. CHANG

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

KARL H. BERGER

--END OF SECTION--

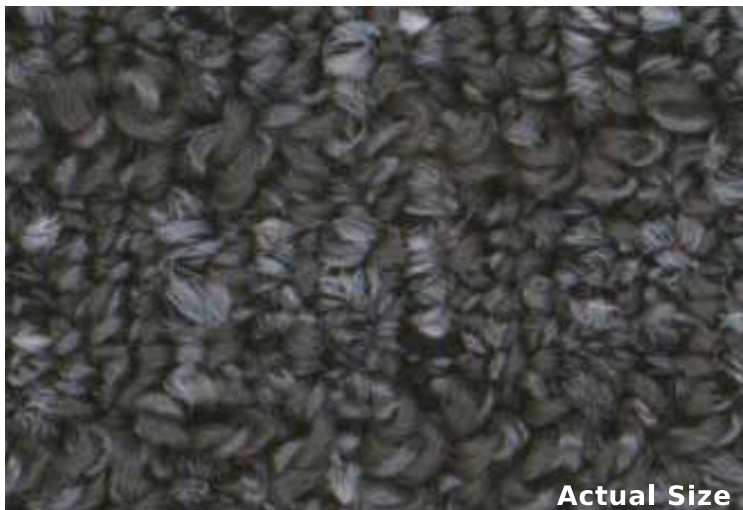
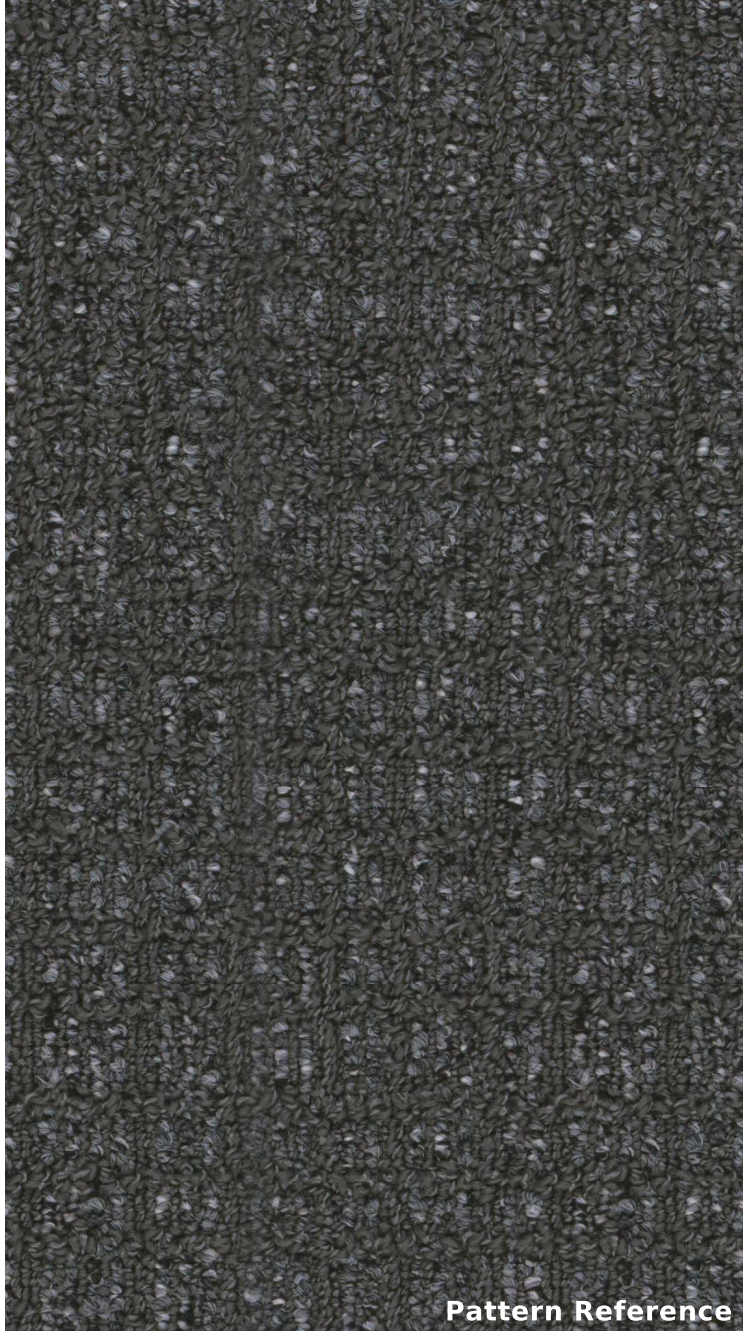
APPENDIX 3 – CONTACT INFORMATION

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 Anthony Bendezu
CITY OF MONTEREY PARK, Building Maint. Division	(626) 307-1287 Abel Andrade
SOUTHERN CALIFORNIA EDISON COMPANY	(323) 720-5263 Roy Liu
SOUTHERN CALIFORNIA GAS COMPANY	(714) 634-3186 Fernando Rojo
METROPOLITAN WATER DISTRICT	(562) 713-0348 Kevin Johansen
AT&T	(626) 318-9039 Marco Macias
UNDERGROUND SERVICE ALERT (USA)	811
POLICE DEPARTMENT DISPATCH	(626) 307-1211
FIRE DEPARTMENT DISPATCH	(626) 307-1262

--END OF SECTION--

APPENDIX 4 - PRODUCT SPECIFICATION BATISTE II (BTT)



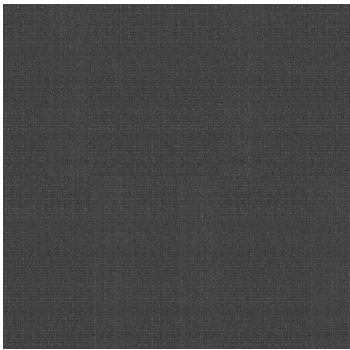
Batiste II (BTT)

Product Quick Specs

Style Name/Number	Batiste II BTT
Color Name/Number	Grosgrain BTT56
Construction	Textured Loop
Selected Backing	PremierBac® Plus
Dye Method	Solution Dyed
Fiber Type	Encore® SD Ultima® (with recycled content)
Face Weight	22 oz./sy (746 grams/m2)
Pattern Repeat	18.00" (w) x 24.00" (l) approx. (45.72cm x 60.96cm)
Gauge	1/10 (3.94 rows/cm)
Stitches	11.92 stitches/in (4.69 stitches/cm)
Standard Width	12 ft 3.66 m
Standard Adhesive	Commercialon Premium Carpet Adhesive
Smoke Density	Less than 450 flaming
Static Test	Less than 3 kv
Standard Warranties	PremierBac Plus Commercialon Premium Broadloom Adhesive Encore SD Ultima Fiber
Optional Warranties	Endure Plus TitanBac Plus



Products Installed



Batiste II BTT
BTT56 Grosgrain

CARPET

Installation Method

Custom

This three dimensional rendering is for visualization purposes only and may not be an exact representations of the selected products. Pile heights may vary from product to product and adhesive requirements may vary depending on product selection. The review of actual product samples are recommended before final selection. Please contact your EF Contract sales representative with any questions. This unique carpet design is protected under the U.S. Copyright Act of 1976. Any unauthorized copying or duplication of this design constitutes copyright infringement in violation of federal law.

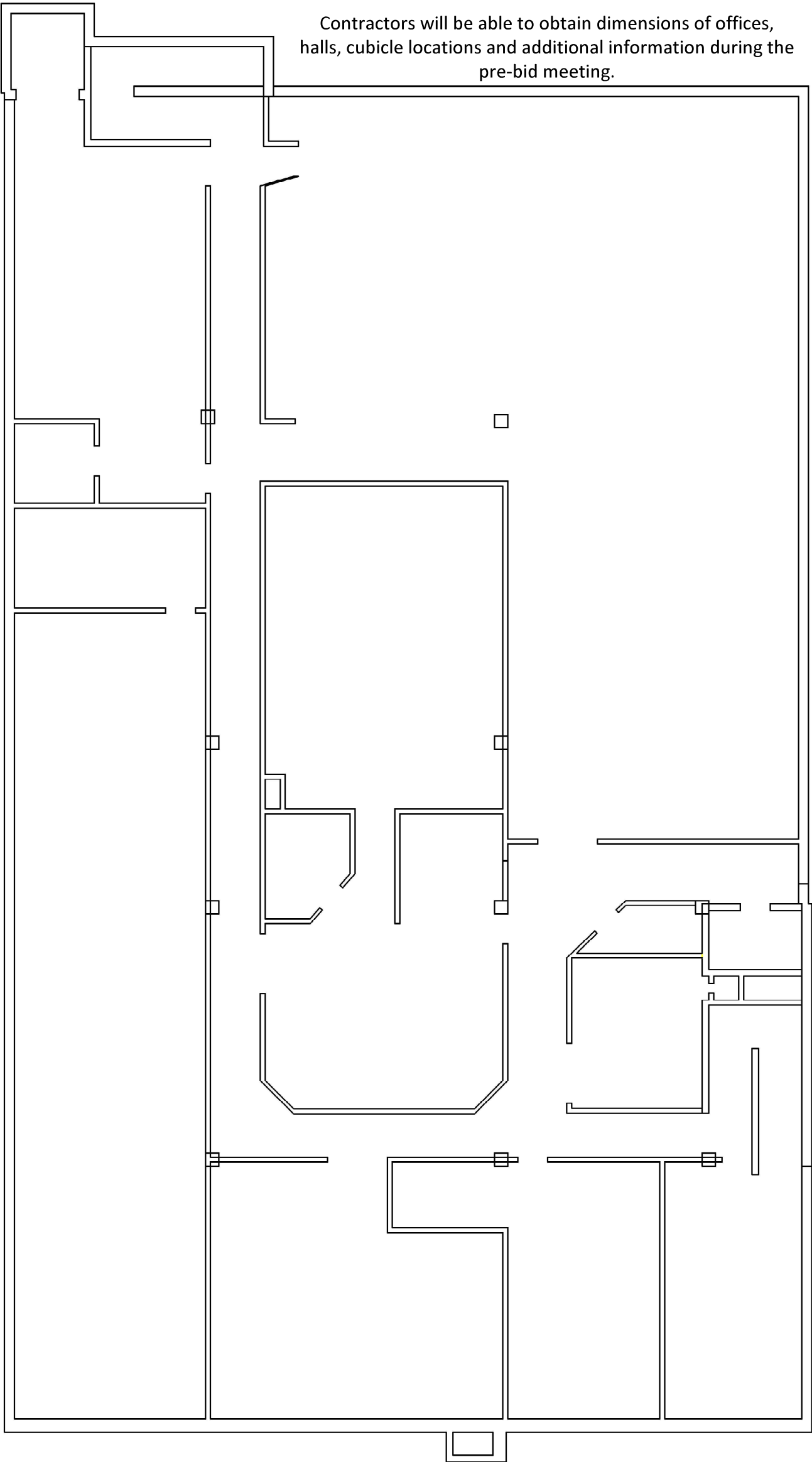
APPENDIX 5 - CITY HALL CARPET EXHIBIT

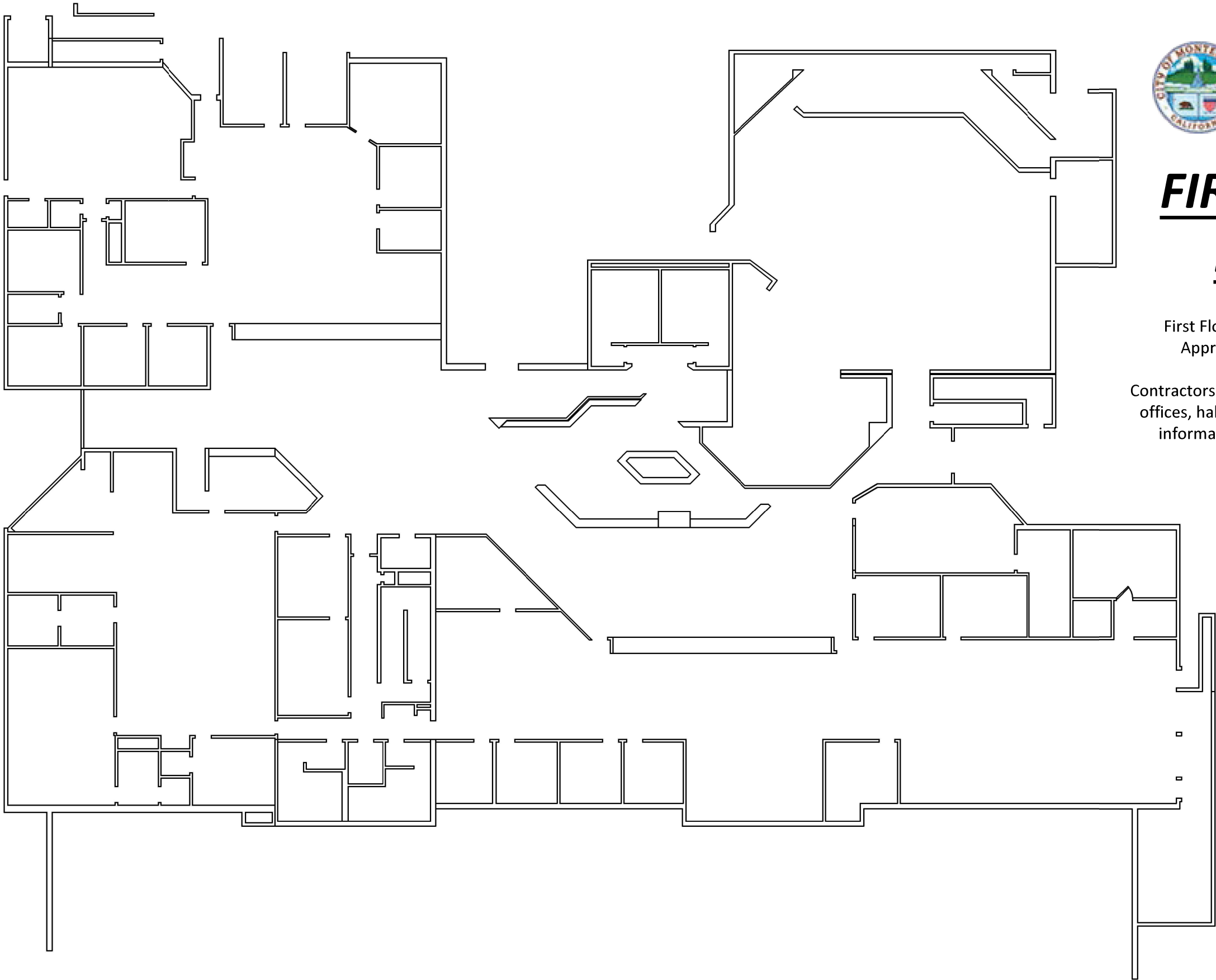


BASEMENT EXHIBIT

Basement Carpet Area to be Replaced: Approximately 3,900 square feet

Contractors will be able to obtain dimensions of offices, halls, cubicle locations and additional information during the pre-bid meeting.

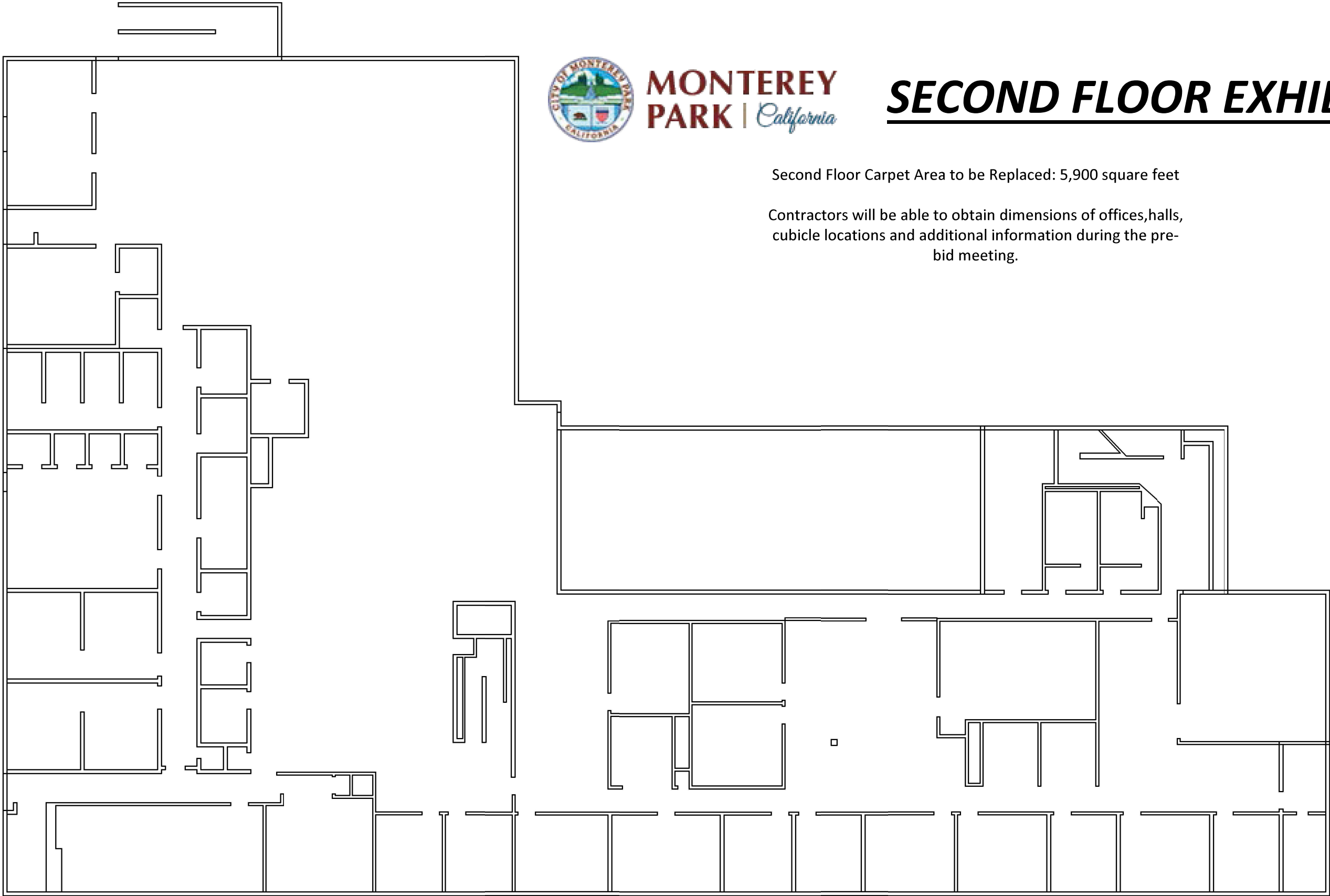




FIRST FLOOR
EXHIBIT

First Floor Carpet Area to be Replaced:
Approximately 11,600 square feet

Contractors will be able to obtain dimensions of
offices, halls, cubicle locations and additional
information during the pre-bid meeting.



**MONTEREY
PARK** | *California*

SECOND FLOOR EXHIBIT

Second Floor Carpet Area to be Replaced: 5,900 square feet

Contractors will be able to obtain dimensions of offices,halls,
cubicle locations and additional information during the pre-
bid meeting.



EMPIRE TODAY - LOS ANGELES

12326 BLOOMFIELD AVENUE SANTA FE SPRINGS CA 90670
877-588-5219 commercialbusiness@empire-today.com

Quote Number: CA004225

Date: Jan 31, 2022 10:06 AM

Job information: 1-5867504435

Bill To: CITY OF MONTEREY PARK
ABEL ANDRADE
320 W NEWMARK
MONTEREY PARK CA 91754
(626) 705-7350

Ship To: CITY OF MONTEREY PARK
ABEL ANDRADE
320 W NEWMARK
MONTEREY PARK CA 91754
(626) 705-7350
aandrade@montereypark.ca.gov

aandrade@montereypark.ca.gov

Item	Quantity	Amount
EF Contract - Batiste II (BTT56) Grosgrain 12"x48" plank Rooms: FINANCE 1ST FLR, 114, 116, 117, 118, FRST FLOOR CNF RM, 104, 105, 108, 107, PD RECORDS, PD RECORDS SM OFF, PD RECORDS SM OFF 2, DISPATCH, PD HALL, HALL CLST, 130, COM SERV, COM ENG BRU, PD ENTRY, HALLWAY 1, 140, 141, 142, 143, 144, 148, 149, 149.5, 150, 151 CONF, SLERP RM, DETECTIVE OFF, DETECTIVE FLR, 243, 244, 250, 249, 248, HALL, VIST RM, 251, POLICE CHF LOBBY, ATRNY OFF, OLICE CHF CONF, 267, 268, 252, 254, HALLWAY 2, 266, UPSTRS HALL, HR CONF, 253, 255, 256, 257, 258, BSMNT 154, BSMNT 12, BSMNT 3, BSMNT 11, BSMNT 9, BSMNT 10, BSMNT 8, BSMNT 7, BSMNT 5, BSMNT 6, BSMNT 1	2623.54 SY	\$135,887.37
Existing Carpet Take Up and Recycle	2623.54 SF	\$7,294.72
Floor Prep- Skim Coat Rooms: FINANCE 1ST FLR, 114, 116, 117, 118, FRST FLOOR CNF RM, 104, 105, 108, 107, PD RECORDS, PD RECORDS SM OFF, PD RECORDS SM OFF 2, DISPATCH, PD HALL, HALL CLST, 130, COM SERV, COM ENG BRU, PD ENTRY, HALLWAY 1, 140, 141, 142, 143, 144, 148, 149, 149.5, 150, 151 CONF, SLERP RM, DETECTIVE OFF, DETECTIVE FLR, 243, 244, 250, 249, 248, HALL, VIST RM, 251, POLICE CHF LOBBY, ATRNY OFF, OLICE CHF CONF, 267, 268, 252, 254, HALLWAY 2, 266, UPSTRS HALL, HR CONF, 253, 255, 256, 257, 258, BSMNT 154, BSMNT 12, BSMNT 3, BSMNT 11, BSMNT 9, BSMNT 10, BSMNT 8, BSMNT 7, BSMNT 5, BSMNT 6, BSMNT 1	23611.83 SF	\$38,723.68
4" VINYL COVE BASE: TO BE DETERMINED	0.00 LF	\$20,433.60

Quote Number: CA004225
Date: Jan 31, 2022

Customer: CITY OF MONTEREY PARK ABEL ANDRADE
Proposal Page 1

Item	Quantity	Amount
Cubicle Lift and Major Furniture Moving	1.00 EA	\$13,950.04

Materials: \$177,565.73

Services: \$38,723.68

Total: \$216,289.41

General Terms and Conditions:

I agree that if at, or before the time of installation, Empire Today determines that actual conditions require additional work beyond the scope of this Proposal, I will be presented with a Proposal for the additional work required and either (1) I will be responsible for the repair or replacement and all charges related thereto, or (2) if able, Empire Today will perform the additional work approved and I agree to pay Empire Today an additional amount for this work.

It is agreed and understood by and between the parties listed below, that this Agreement and any Quotes, Terms, Diagrams, and Addendum(s), constitutes the entire understanding between the parties, and there are no written or spoken understandings changing or modifying any of the terms of this agreement. This Agreement may not be changed or its terms modified or varied in any way unless such changes are in writing and signed by both the Buyer(s) and Empire.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Empire Today, LLC 333 Northwest Ave Northlake, IL 60164	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Starr Specialty Insurance Company</td><td>16109</td></tr> <tr> <td>INSURER B:</td><td>Travelers Casualty Insurance Company of Am</td><td>19046</td></tr> <tr> <td>INSURER C:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Starr Specialty Insurance Company	16109	INSURER B:	Travelers Casualty Insurance Company of Am	19046	INSURER C:	Ohio Casualty Insurance Company	24074	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W22970000

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
			1000100058211	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:					
A	AUTOMOBILE LIABILITY					
	☒ ANY AUTO					
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		1000198136211	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ HIRED AUTOS ONLY					
A	☒ UMBRELLA LIAB ☒ OCCUR					
	☐ EXCESS LIAB ☐ CLAIMS-MADE					
	☐ DED ☐ RETENTION \$		1000589624E211	04/15/2021	04/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	100 0002741	04/15/2021	04/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		ZUP-21P40481-21-NF	04/15/2021	04/15/2022	\$10,000,000 xs \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Empire Today LLC 333 Northwest Avenue Northlake, IL 60164	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Monterey PW - 216K bid - R. Tocher

Final Audit Report

2022-04-07

Created:	2022-04-07
By:	Noel Rios (nrrios@empire-today.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADrKFtTz_8I3d1FoHDB5a9jmAH5g5N882

"City of Monterey PW - 216K bid - R. Tocher" History

 Document created by Noel Rios (nrrios@empire-today.com)

2022-04-07 - 5:24:46 PM GMT- IP address: 165.225.62.192

 Document emailed to Chris Granger (rcgranger@empire-today.com) for signature

2022-04-07 - 5:39:10 PM GMT

 Email viewed by Chris Granger (rcgranger@empire-today.com)

2022-04-07 - 7:18:32 PM GMT- IP address: 162.43.230.119

 Document e-signed by Chris Granger (rcgranger@empire-today.com)

Signature Date: 2022-04-07 - 7:19:03 PM GMT - Time Source: server- IP address: 165.225.62.212

 Agreement completed.

2022-04-07 - 7:19:03 PM GMT

ATTACHMENT 2

JJJ Floor Covering Quote



4831-A PASSONS BLVD. PICO RIVERA, CA. 90660
Tel. (562) 692-9008 Fax (562) 692-5979 website: jjjfloorcovering.com

Pico Rivera * San Diego * Sacramento
License #327775
DIR# 1000003812 SB 785 Compliant



PROJECT: Monterey Park Civic Center

DATE: May 21, 2022

PROPOSAL: Demo and disposal of existing carpet and base. Minor prep of floors to receive new carpet tiles. Furnish and Install carpet tile (using manufacturers recommended adhesive to maintain warranties) using lift system and 4" Johnsonite base. Minor prep and tax included; major prep and skim coating excluded. Price based on normal working hours.

50% DEPOSIT REQUIRED FOR MATERIALS.

PRICE: \$189,910.09

INSTALLER Supplied Products							
Style	Color	Size	Back	Qty	Price	UOM	Amount
Style/Color		Size	Back	Qty	Price	UOM	Amount
TDTR DISTRICT	TBD	24X24	NX	2648.00	15.80	SY	
E1334 EFC NEXUS	A1334 MODADHSV	GAL4	AH	23.00	104.55	EA	41838.40
Total Material							
INSTALLER PROVIDED GOODS AND SERVICES							
				Qty	Uom	Price	Amount
Install Carpet Tile & Kinetex - Direct Glue Down				2638.00	SY	10.80	28490.40
Install Only - 2 1/2" or 4" Base				1200.00	LF	2.40	2880.00
Demo/Remove Existing Broadloom Carpet				2638.00	SY	6.78	17885.64
Supply 4" Cove Base (100 LF min)				1200.00	LF	1.38	1656.00
Furniture Lift Using Lift System				660.00	HR	48.00	31680.00
Minor Floor Prep (Materials & Labor)				25875.00	SF	1.56	40365.00
Small Job Trip Fee				1.00	EA	1800.00	1800.00
Overtime Rates - After 5 PM Mon. -Fri. & Saturday 45% Increase				100.00	HR	129.60	12960.00
Other Services				1.00	EA	2100.00	2100.00
TOTAL INSTALLER PROVIDED PRODUCTS & SERVICES							139817.04
UFS							5850.00
TOTAL MISC CHARGES							5850.00
TOTAL AGREEMENT AMOUNT							189910.09

J
J

J FLOOR COVERING, INC.

**UNION
BONDABLE
MBA/SBA/WBE**

Jon Graham (ext. 125)-jgraham@jjjfloorcovering.com

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby **ACCEPTED**. You are authorized to do the work as specified.

Customer:_____ **Signed:**_____ **Date:**_____

ATTACHMENT 3

Resolution

RESOLUTION NO. XXX

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD PUBLIC WORKS AGREEMENT WITH JJJ FLOOR COVERING, INC. WITHOUT THE NEED FOR ADDITIONAL BIDDING TO COMPLETE THE CITY HALL CARPET REPLACEMENT PROJECT

The City Council does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. Since approximately April 2021, the City sought various means for completing the City Hall Carpet Replacement Project (the “Project”);
- B. On March 16, 2022, the City Council adopted Resolution No. 2022-R13 which approved plans and specifications for the City Hall Carpet Replacement Project and authorized the solicitation of bids in accordance with the Public Contracts Code;
- C. On April 12, 2022, the City received one bid from Empire Today, LLC for the Project. After performing due diligence, the Interim Public Works Director determined that the bid was nonresponsive for the reasons set forth in the staff report accompanying this Resolution, dated July 6, 2022;
- D. On April 20, 2022, the City Council terminated the COVID-19 Local Emergency which caused the City to return to “normal” operating procedures including, without limitation, purchasing and public works procurement regulations;
- E. The City has sought multiple times to secure a contractor via competitive bidding under the Public Contract Code. To accelerate the process for delivering the Project, the Interim Public Works Director identified JJJ Floor Covering, Inc. (the “Contractor”), as being qualified for completing the Project;
- F. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contracts Code for this type of project;
- G. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;
- H. The facts and circumstances of this Project, however, demonstrate that competitive bids would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be

undesirable and impractical for the following reasons:

1. While the only bid received by the City on April 12th was unresponsive, it showed that – had the bid been responsive – the bidder would have charged \$216,289 for the Project;
 2. The Contractor's bid is \$189,910, which is \$26,379 less than the April 12th unresponsive bid. Consequently, the intent behind competitive bidding in California is met, i.e., the City is receiving a better price for the Project;
 3. The Contractor is registered with the Department of Industrial Relations ("DIR"); has the required insurance and bonding; is properly licensed; and is prepared to execute the City's standard agreement for public works projects;
 4. Based upon the City's lack of success in securing a qualified contractor via bidding, it is improbable that any other private contractor can construct the Project for a lesser amount; and
 5. Seeking additional bids for the Project would cost the City both time and money, resulting in an unnecessary delay to the Project.
- I. In waiving the competitive bid requirements otherwise required by the Public Contract Code, the City Council takes note of the analysis and decisions set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) Cal.App.3d 631; *Hodgeman v. City of San Diego* (1942) 53 Cal. App.2nd 610; *Orange County Water Dist. v. Bennett* (1958) 156 Cal. App.2nd 745; and *Los Angeles G&E Corp. v. City of Los Angeles* (1922) 188 Cal. 307.

SECTION 2: Environmental Assessment. The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project.

SECTION 3: Actions; Authorizations. The City Council takes the following actions:

- A. All bids submitted pursuant to the solicitation authorized via Resolution No. 2022-R13 are rejected as being unresponsive;
- B. The City Manager is authorized to execute a standard public works agreement with the Contractor for completion of the Project in a form approved by the City Attorney without the need for additional bidding;

and

- C. The City Manager, or designee, is authorized to execute change orders – in accordance with the terms of the public works agreement – as necessary to complete the Project.

SECTION 4: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: If any part of this Resolution 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 Resolution are severable.

SECTION 6: This Resolution will become effective immediately upon adoption.

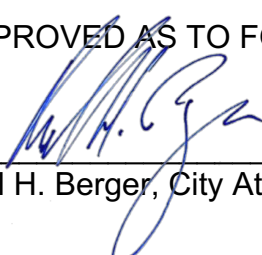
PASSED, APPROVED, AND ADOPTED this 6th day of July, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Minutes

RECOMMENDATION:

It is recommended that the City Council consider:

1. Approving the minutes from the regular and special meetings of May 18, 2022, and the special meeting of May 25, 2022; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

A handwritten signature in blue ink, appearing to read "Vincent D. Chang".

Vincent D. Chang
City Clerk

A handwritten signature in blue ink, appearing to read "Viridiana Martinez".

Viridiana Martinez
Senior Clerk Typist

Approved By:

A handwritten signature in blue ink, appearing to read "Ron Bow".

Ron Bow
City Manager

ATTACHMENT(S):

1. Draft Minutes

ATTACHMENT 1

Draft Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 18, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall located at 320 West Newmark Avenue in the City of Monterey Park on Wednesday, May 18, 2022 at 5:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 5:30 p.m.

ROLL CALL:

Deputy City Clerk Cindy Trang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Director of Human Resources and Risk Management Christine Tomikawa, Director of Management Services Martha Garcia

ORAL AND WRITTEN COMMUNICATIONS – None.

1. CLOSED SESSION

The City Council adjourned to Closed Session at 5:30 p.m.

1A. CONFERENCE WITH LABOR NEGOTIATORS, PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54957.6

City Negotiators: Steve Berliner, Esq. from Liebert Cassidy & Whitmore (the City's special counsel for labor matters) and Christine Tomikawa, Director of Human Resources and Risk Management

Employee Organizations: Confidential Employees' Association, Firefighters' Association, Mid-Management Association, Police Captains' Association, Police Officers' Association, Police Officers' Mid-Management Association, Professional Chief Officers' Association, and Service Employees International Union, Local 721

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 6:20 p.m.

Action Taken: No reportable action taken.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MAY 18, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, May 18, 2022 at 6:30 p.m.

CALL TO ORDER:

Mayor Lo called the meeting to order at 6:30 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the Flag Salute

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Henry Lo, Yvonne Yiu

Council Members Absent: None.

ALSO PRESENT: City Manager Ron Bow, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Police Chief Kelly Gordon, Director of Recreation and Community Services Robert Aguirre, Director of Human Resources and Risk Management Christine Tomikawa, Interim Director of Public Works Anthony Antich, Principal Management Analyst Xochitl Tipan, Principal Human Resources Analyst Alicia Ramirez, Police Lieutenant Paul Yniguez, Police Sergeant Brenda Iglesias, Police Corporal Alice Porter, Police Officer Izzy Flores, Police Office Delon Lam, Police Officer Tony Huynh, Recreation and Community Services Supervisor Guillermo Chavez, Assistant Deputy City Clerk Helena Cho, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: Fire Chief Matt Hallock, Director of Management Services Martha Garcia, City Librarian Diana Garcia, Economic Development Manager Joseph Torres, Police Lieutenant Bob Hung

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

City Manager Bow requested moving Public Hearing Item No. 4A after Presentation Item No. 1A.

PUBLIC COMMUNICATIONS

- Delario Robinson inquired about City Finances and grants.
- Kailia Garfield shared additional information regarding water conservation and water saving rebates available to Monterey Park residents through the San Gabriel Municipal Water District.
- Vinh T. Ngo inquired about adding a stop sign to the T-intersection located on Pomelo and Graves.
- Paul Isozaki gave suggestions to City Council on being more neighborly and praised Former Council Member Fred Sornoso for everything he did for the City. He also inquired about creating community walks or community clean up events in honor of Former Council Member Fred Sornoso.
- Jennifer Tang thanked City staff and Council for considering the return of the Spirit Bus. She expressed her support for Council taking action on making City streets safer for residents. Tang suggested City Council consider studying alternate Spirit Bus route that would increase rider share.
- Nancy Acrui thanked City Council for allowing the voters of District 3 to elect their City Council Member in the upcoming November election.
- Maychelle Yee inquired about the City's future water conservation plans.
- Angie Chu inquired about installing an Olympic size swimming pool in Monterey Park.

STAFF COMMUNICATIONS

Human Resources and Risk Management Director Tomikawa introduced Principal Human Resources Analyst Alicia Ramirez.

Recreation and Community Services Director Aguirre shared his appreciation to everyone that attended the Cinco De Mayo event and the Happy Birthday Monterey Park Play Days event. He invited the community to attend the Memorial Day Celebration on May 30th, the 2nd Annual San Gabriel Valley Pride & Parade Festival on June 4th, and the Jr. MLB Homerun Derby on June 11th.

1. PRESENTATION

Matters listed under presentation are for informational content and discussion only.

1A. NEIGHBORHOOD ENGAGEMENT TEAM

Police Chief Gordon gave a PowerPoint presentation on the Police Department's Neighborhood Engagement Team and introduced the assigned personnel to the team.

2. OLD BUSINESS - None.

3. CONSENT CALENDAR ITEMS NOS. 3A-3K

Matters listed under consent calendar are considered to be routine, ongoing business and are enacted by one motion unless specified.

Consent calendar was heard after Item No. 4A.

Action Taken: The City Council approved and adopted Item Nos. 3B, 3C, 3D, 3E, 3F, 3H, 3I, and 3K on Consent Calendar, excluding Item Nos. 3A, 3G, and 3J which were pulled for discussion and separate motion, reading resolutions and ordinances by the title only and waiving further reading thereof.

3A. MONTHLY INVESTMENT REPORT – APRIL 2022

As of April 30, 2022 invested funds for the City of Monterey Park is \$84,788,372.50.

Public Speaker

- City Treasurer Leon gave an update on the City's monthly investments and inquired about moving idle funds to the County pool.

Action Taken: By consensus, the City Council received and filed the April monthly investment report.

3B. MINUTES

Approving the minutes from the regular meetings of April 6, 2022 and April 20, 2022 and the special meeting of April 20, 2022.

Action Taken: The City Council approved the minutes from the regular meetings of April 6, 2022 and April 20, 2022 and the special meeting of April 20, 2022 on Consent Calendar.

3C. WAIVE FURTHER READING AND ADOPT AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE § 2.82.60 REGULATING THE APPOINTMENT PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES

The Ordinance was introduced and received first reading at the May 4, 2022 City Council meeting. The original staff report, from May 4, 2022, is attached to the staff report for reference. Second reading and adoption of this Ordinance is recommended. If adopted, the Ordinance will take effect in 30 days.

Action Taken: The City Council waived the second reading and adopted Ordinance No. 2221 on Consent Calendar.

Ordinance No. 2221: AN ORDINANCE AMENDING SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE CHAPTER 2.82.60 REGULATING THE APPOINTMENT PROCEDURES FOR BOARDS, COMMISSIONS AND COMMITTEES

3D. WAIVE FURTHER READING AND ADOPT AN UNCODIFIED ORDINANCE APPROVING A MONTEREY PARK POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH CALIFORNIA ASSEMBLY BILL 481

The first reading and introduction of the Ordinance took place at the May 4, 2022, City Council meeting. The original staff report (from May 4, 2022) is attached to the staff report for reference. Second reading and adoption of this Ordinance is recommended; it will take effect in 30 days.

Action Taken: The City Council waived second reading and adopting the Ordinance No. 2222 on Consent Calendar.

Ordinance No. 2222: AN ORDINANCE ADOPTING A MILITARY EQUIPMENT USE POLICY

3E. AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH ENDEAVOR ADVANCED SOLUTIONS FOR THE FACILITIES SECURITY AND SURVEILLANCE PROJECT, PHASE II

The City of Monterey Park's current security surveillance system is an antiquated patchwork of cameras from various vendors and not currently meeting the security needs of the City. Many of the city owned properties and facilities do not have security camera coverage.

Action Taken: The City Council authorized the City Manager to execute an agreement with Endeavor Advanced Solutions of Long Beach, in a form approved by the City Attorney, to install two hundred and forty-eight (248) Verkada cameras,

associated networks, and electrical services at the various designated sites for \$770,000.00; and authorized staff to utilize the remaining \$56,350.14 of the appropriated budget, as a contingency for expenses related to the Facilities Security and Surveillance Project on Consent Calendar.

3F. ADOPT A RESOLUTION CONFIRMING AND EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT (“GAP”)

On May 4, 2022, the City Council adopted various resolutions to, among other things, recover a portion of the City’s costs associated with implementing the Goodviews Abatement Project (“GAP”). Representatives of the property owner, Center Int’l Investments, Inc. (“CII”), provided public comment during that meeting. Those comments were, at best, misleading and, at worst, outright fabrications.

While the City Council is well-aware of the actual history regarding the GAP, we thought it prudent for the matter to be fully within the public record, i.e., the City Council’s meeting agenda, and to be posted on the City’s dedicated GAP website. Additionally, such comprehensive information also gives the City Council an opportunity to extend the local emergency related to the GAP – which it first made by resolution last June and then extended in April – pursuant to California law. This reporting requirement was suspended during the statewide declaration of emergency implemented by the Governor in 2020. Now, however, the reporting and extension requirements resumed following the City Council’s termination of a local emergency related to the COVID-19 Pandemic in April.

Action Taken: The City Council adopted Resolution No. 2022-R34 confirming and extending a local emergency for the GAP on Consent Calendar.

Resolution No. 2022-R34: A RESOLUTION CONFIRMING AND EXTENDING A LOCAL EMERGENCY FOR THE GOODVIEWS ABATEMENT PROJECT (“GAP”) BASED UPON THE REPORT SUBMITTED PURSUANT TO GOVERNMENT CODE § 8630

3G. ADOPT A RESOLUTION APPROVING THE DESIGN AND PLANS AND AUTHORIZING THE MONTEBELLO UNIFIED SCHOOL DISTRICT TO CONSTRUCT IMPROVEMENTS AT THE GEORGE ELDER COMMUNITY CENTER

The City of Monterey Park and Montebello Unified School District have a joint-use agreement for the use of the George Elder Community Center. Each party has the right to make improvements to the center at their own expense with the approval of the other entity. The Montebello Unified School District prepared pro forma bid specifications for certain improvements at the George Elder Community Center including updates to the fire alarm system and a renovation of the restrooms. Those specifications require approval by the California Division of State Architect but are sufficient to determine that the proposed improvements for the George Elder

Community Center may be reviewed by City staff. City staff including the Building Official, City Engineer and Fire Marshal, have reviewed the pre-construction design and plans for the Project and agree with the District that the project may be constructed following the approval by the California Division of State Architect.

Before submitting its design to the State Architect, the Montebello Unified School District needs a Resolution providing authorization to proceed from the City of Monterey Park.

Action Taken: The City Council adopted Resolution No. 2022-R35 to provide an approval of the design and plans pursuant to government code §830.6, and authorized the Montebello Unified School District to construct improvements at the George Elder Community Center.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

Resolution No. 2022-R35: A RESOLUTION APPROVING THE DESIGN AND PLANS PURSUANT TO GOVERNMENT CODE § 830.6, WAIVING CITY BID REQUIREMENTS, AND AUTHORIZING THE MONTEBELLO UNIFIED SCHOOL DISTRICT TO CONSTRUCT IMPROVEMENTS AT THE GEORGE ELDER COMMUNITY CENTER

3H. TREE MEMORIAL PROGRAM RECOMMENDATION FOR 2022

Nominations for the Tree Memorial Recognition Program were advertised and accepted during the month of March 2022. The Recreation and Community Services Department received a nomination application for Sharon Woo.

Subsequently, the Tree Memorial Program Committee consisting of three Community Participation Commissioners and two Recreation and Parks Commissioners met to review the nomination of Sharon Woo and discuss her consideration for a Tree Memorial based on the criteria established in Resolution Nos. 10485 and 11484 (Attachment A in the staff report).

The Committee reviewed the nominee's application. After reviewing the information provided on the nomination application for Sharon Woo (Attachment B in the staff report), the committee voted unanimously to recommend City Council approves to honor Sharon Woo with a Tree Memorial for her service and positive impact on the Monterey Park Community.

Action Taken: The City Council approved to honor Sharon Woo with a memorial tree on Consent Calendar.

3I. PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES FOR STORM WATER PROGRAM MANAGEMENT AND USED OIL RECYCLING GRANT

John L. Hunter and Associates (JLHA) has administered the City's Stormwater program since 1995. The proposed agreement would allow the company to continue to provide professional services for the implementation of the City's Storm Water Program and Used Oil Recycling Grant.

Action Taken: The City Council authorized the City Manager to execute an agreement with John L. Hunter & Associates, in a form approved by the City Attorney, for professional services for the implementation of the City's Storm Water Program and Used Oil Recycling Grant on Consent Calendar.

3J. THIRD AMENDMENT TO AGREEMENT NO. 1636-A WITH FIRST TRANSIT, INC FOR FIXED-ROUTE TRANSIT SERVICE

The City's fixed-route transportation service, Spirit Bus, was suspended in 2020 as a result of the Covid-19 pandemic. Prior to its suspension, the Spirit Bus contractor, First Transit, had been operating the system on a month-to-month agreement, after its contract with the City expired on June 30, 2019. The City recommends amending the First Transit agreement to resume Spirit Bus Services for one year with the option to extend for an additional one-year term. This will allow the City to continue evaluating its fixed-route system while continuing to provide this service to the Monterey Park community.

Public Speaker

- Dora Leung, Board President of the Greater Monterey Park Chamber of Commerce expressed support in renewing the City's Spirit Bus contract and encouraged City staff to add new bus routes that would increase rider share.
- City Clerk Chang received, filed, and read into the record forty-four written communications in support of reinstating the Spirit Bus and suggesting a study of alternate routes to increase rider share. City Clerk Chang also announced that the Clerk's office received an additional six untimely written communications, which were received and filed as part of the records.

Action Taken: The City Council authorized the City Manager to execute the Third Amendment to Agreement No. 1636-A with First Transit, Inc, in a form approved by the City Attorney, for fixed route transit service in an amount not to exceed \$1,075,000.

Motion: Moved by Council Member Chan and seconded by Council Member Yiu, motion carried by the following vote:

Ayes: Council Members: Yiu, Chan, Liang, Lo
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

3K. ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE 4 GRANT

The City was awarded \$1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhance Project. Staff requests the City accept the grant funds and authorize the City's Management Services Department allocate \$155,000 in grant funds to the City's FY21-22 budget for the planning and design phase.

Action Taken: The City Council accepted grant funding in the amount of \$1,367,000 from the California Department of Transportation Active Transportation Program (ATP) Cycle 4 for the Monterey Park School and Crosswalk Safety Enhancement Project; and authorized the City's Management Services Department to allocate \$155,000 in grant funding to the FY21-22 budget on Consent Calendar.

4. PUBLIC HEARING

4A. PUBLIC HEARING AND APPROVAL OF THE SUBSTANTIAL AMENDMENT TO THE 2021-2022 HUD ANNUAL ACTION PLAN TO RECEIVE AND ADMINISTER THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)-AMERICAN RESCUE PLAN PROGRAM

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds.

In 2021, the American Rescue Plan Act was enacted by Congress. The American Rescue Plan (ARP) provides funds to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds will be administered through HUD's HOME Investment Partnerships Program (HOME-ARP). Since the City of Monterey Park is an Entitlement City, the City is eligible to receive HOME-ARP funds.

Before Monterey Park can receive these funds, the City must develop a HOME-ARP Allocation Plan that meets the requirements in the HOME-ARP Notice.

To receive its HOME-ARP allocation, the City of Monterey Park must:

- Engage in consultation with at least the required organizations

- Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
- Develop a plan that meets the requirements in the HOME-ARP Notice.

This item was heard after Item No. 1A.

Action Taken: The City Council opened the public hearing at 7:43 p.m. with there being no testimonial and documentary evidence; 2) closed the public hearing at 7:44 p.m. and approved the Substantial Amendment to the 2021-2022 One-year Action Plan (Action Plan) to include the HOME-ARP Program("HOME-ARP"); 3) directed staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD"); and 4) authorized the City Manager, or his designee, to take all actions necessary or desirable to implement the HOME-ARP Programs, and Subrecipient Agreements.

Motion: Moved by Council Member Chan and seconded by Council Member Yiu, motion carried by the following vote:

Ayes:	Council Members:	Yiu, Chan, Liang, Lo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None

5. NEW BUSINESS

5A. **RESOLUTION ADOPTING A COMPLETE STREETS POLICY PURSUANT TO THE CALIFORNIA COMPLETE STREETS ACT OF 2008**

If approved, the proposed action would establish a citywide Complete Streets Policy providing guiding principles and practices for planning, designing, constructing, operating, and maintaining transportation improvements that encourage walking, bicycling, and transit use while promoting safe operations for all commuters. Additionally, adopting a Complete Streets Policy will maintain the City's eligibility for future Federal and State grant funding including Metro capital grant funding programs such as the Call for Projects and ExpressLanes Net Toll Revenue Re-Investment Grant Program.

Public Speaker

- Vincent Chang, Board President of the Greater Monterey Park Chamber of Commerce expressed support in renewing the City's Spirit Bus contract and encouraged City staff to add new bus routes that would increase rider share.

Action Taken: The City Council adopted Resolution No. 2022-R36 establishing a Complete Streets Policy.

Motion: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

Ayes: Council Members: Yiu, Chan, Liang, Lo
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Resolution No. 2022-R36: A RESOLUTION ADOPTING A COMPLETE STREETS POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 65040.2 AND 65302

6. CITY COMMUNICATIONS (CITY COUNCIL)

Council Member Yiu shared her experience applying for and using TSA precheck.

Council Member Chan shared his experience applying for & using TSA precheck. He reported that he attended the Happy Birthday Monterey Park Play Days event and Cinco De Mayo event. He also reported that he attended City of El Monte's API Heritage Month event with Council Member Yiu and Fire Service Day at Fire Station 62. Council Member Chan reported that he attended the Metro Service Council meeting and announced that his last meeting as member of Metro Service Council will be in June.

Council Member Liang reported that he attended the Cinco De Mayo event and reported that he attended the celebration recognizing volunteers. He also reported that he attended Fire Service Day at Fire Station 62.

Mayor Lo thanked the community for attending the Happy Birthday Monterey Park Play Days event. He also proposed organizing a Friendly Fred Walk or Friendly Fred Bulky Item Pick Up Day in honor of former Council Member Fred and his dedication to keeping the City clean.

7. FUTURE AGENDA ITEMS

None.

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

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:42 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
FINANCING AUTHORITY (MPFA)
HOUSING AUTHORITY (MPHA)
GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MAY 25, 2022**

The City Council, the Financing Authority (MPFA), the Housing Authority (MPHA), the Geologic Hazard Abatement District (GHAD), and the Successor Agency (SA) of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber located at 320 West Newmark Avenue in the City of Monterey Park on Wednesday, May 25, 2022, at 6:30 p.m.

CALL TO ORDER:

Council Member Liang called the meeting to order at 6:30 p.m.

FLAG SALUTE:

Council Member Liang

ROLL CALL:

City Clerk Vincent Chang called the roll:

Council Members Present: Peter Chan, Hans Liang, Yvonne Yiu
Henry Lo arrived at 7:15 p.m.

Council Members Absent: None

ALSO PRESENT: City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Karl Berger, Assistant City Manager Inez Alvarez, Fire Chief Matt Hallock, Director of Human Resources and Risk Management Christine Tomikawa, Director of Management Services Martha Garcia, Director of Recreation and Community Services Robert Aguirre, City Librarian Diana Garcia, Interim Director of Public Works Anthony Antich, Interim Director of Community and Economic Development Steve Sizemore, Fire Division Chief Ryan Weddle, Recreation and Community Services Supervisor Guillermo Chavez, Recreation and Community Services Supervisor Orlando Muro, Senior Librarian Kristin Olivarez, Senior Librarian Reference Deborah Niblick, Planning Manager Jessica Serrano, IT Manager Stanley Ardon, Public Works Manager Chris Reyes, Economic Development Manager Joseph Torres, Principal Management Analyst Xochitl Tipan, Principal Management Analyst Angela Loera, Principal Human Resources Analyst Alicia Ramirez, Deputy City Clerk Cindy Trang, Administrative Secretary Gwen Kishida, Adult Literacy Coordinator Victor Castellanos, Community Communications Coordinator Randy Ishino

VIRTUALLY PRESENT: Police Chief Kelly Gordon, Police Captain Scott Wiese, Management Analyst Andrew Lee, Housing Consultant Deborah Sottek

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS – None.

PUBLIC COMMUNICATIONS

- Robert Gonzalez, Water Quality Authority Representative, introduced himself to the Council and offered to give a presentation regarding the duties of the Water Quality Authority.

NEW BUSINESS

1. FISCAL YEAR 2022-2023 BUDGET

Consideration and possible action regarding the Fiscal Year 2022-2023 Budget. Staff will present a brief overview of policy issues, financial prospect and economic development, challenges/solutions, goals and strategies associated with the budget including, without limitation, the following matters

- City 2022-2023 spending plan overview;
- Proposed staffing changes to reflect efficient core staffing mix;
- Proposed capital improvement projects;
- Goals and Objectives presented by all departments.

Council may raise other development, policy, capital project and potential budget adjustment items for consideration as part of the Budget.

RECESSED AND RECONVENED

The City Council recessed at 8:45 p.m. and reconvened with all Council Members present at 8:54 p.m.

Recommendation: The City Council should consider: (1) receiving and filing the Preliminary Budget documentation for Fiscal Year 2022-2023; and (2) alternatively, take such additional, related, action that may be desirable.

Action Taken: The City Council received and filed the Preliminary Budget documentation for the Fiscal Year 2022-2023 Budget report.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:17 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3B

TO: The Honorable Mayor and City Council
FROM: Christine Tomikawa, Director of Human Resources & Risk Management
SUBJECT: City of Monterey Park ratifying membership in Public Risk Innovation, Solutions, and Management ("PRISM") risk management pool.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution approving the City of Monterey Park's membership in Public Risk Innovation, Solutions, and Management ("PRISM") joint powers risk management pool; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

City Council authorized the City Manager to move forward with negotiating quotes for the City's excess insurance coverage and programs. On June 22, 2022, PRISM and City staff finalized coverage options and final quotes. The City of Monterey Park will participate in the PRISM joint powers risk management pool effective July 1, 2022.

BACKGROUND:

Staff provided extensive data and information, worked with PRISM insurance representatives to provide the underwriters with a historical picture of the City's liability program, workers' compensation program, property, and auto experience in order to finalize the City's coverage options with PRISM. The chart shows the estimated cost for similar coverage with ICRMA and PRISM.

	PRISM	ICRMA
Liability Program	\$3,400,000	\$3,112,124
Property Program	\$292,005	\$310,829
Auto Program	\$128,385	\$44,947
Workers' Compensation	\$499,491	\$740,672
Cyber	\$32,208	\$13,058
Other	\$7,323	\$9,371
TOTAL:	\$4,359,412	\$4,231,001

The Resolution authorizes the City of Monterey Park's membership in PRISM joint powers risk pool. The above coverage from PRISM membership is effective July 1, 2022.

FISCAL IMPACT:

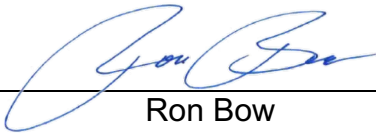
None. Fiscal Year 2022-2023 Human Resources and Risk Management Department budget accounted for the final quote for coverage in the PRISM joint powers risk management pool.

Respectfully submitted by:



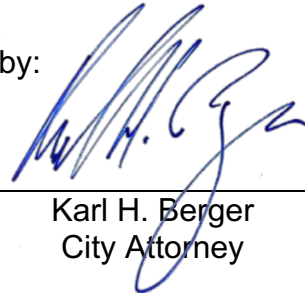
Christine Tomikawa
Director of Human Resources & Risk
Management

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Proposed Resolution for PRISM membership

ATTACHMENT 1

Proposed Resolution for PRISM Membership

RESOLUTION NO. ____

A RESOLUTION JOINING THE PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT ("PRISM"), A JOINT POWERS AUTHORITY OPERATING PURSUANT TO A JOINT POWERS AGREEMENT AS AMENDED JUNE 30, 2022 AND APPOINTING REPRESENTATIVES TO PRISM.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: The City Council finds and declares as follows:

- A. Government Code § 6500, *et seq.*, allows two more public entities to exercise joint powers common to the contracting parties via a joint powers agreement;
- B. The City of Monterey Park applied for and was admitted as a member of the Public Risk Innovation, Solutions and Management ("PRISM") joint powers authority for the purpose of jointly funding and establishing excess and other insurance programs as determined by PRISM's members;
- C. PRISM determined that each member of the joint powers authority designate representatives to act on the member's behalf in matters relating to PRISM; and
- D. It is in the public interest for the City to join PRISM.

SECTION 2: *Authorization.* The City Council approves becoming a member of PRISM and authorizes the Mayor to execute the PRISM Joint Powers Agreement.

SECTION 3: *Representation.* Christine Tomikawa, the City's Human Resources and Risk Management Director is appointed as the City's primary representative. The City Manager is authorized to designate an alternate to Ms. Tomikawa as needed.

SECTION 4: *Regular Reporting to the City Council.* The individuals appointed by this Resolution are authorized to represent the City while acting as PRISM delegates. Such authority includes the power to vote for the City on matters presented to the PRISM Governing Board. These representatives are directed to keep the City Council regularly informed regarding PRISM proceedings.

SECTION 5: This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution. This Resolution supersedes all previous resolutions regarding the same subject-matter.

SECTION 7: This Resolution will become effective immediately upon adoption.

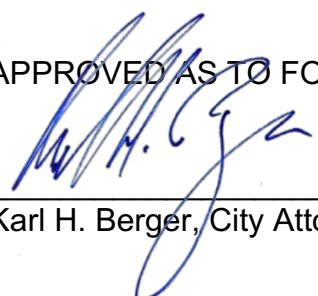
PASSED AND ADOPTED this ____ day of _____, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Diana Garcia, City Librarian
SUBJECT: Acceptance of a Donation in the Amount of \$113,333.33 on Behalf of the City of Monterey Park for the Bruggemeyer Library

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting a donation in the amount of \$113,333.33 on behalf of the City on Monterey Park for the Bruggemeyer Library
2. Authorizing the City's Management Services Department to appropriate \$20,000 of this donation to the FY22-23 budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Pursuant to Resolution No. 11776, the City Council may accept donations with a value estimated at \$25,000 or greater (Attachment 1). It is requested that the City Council accept a donation from the estate of Mr. Robert G. Low in the amount of \$113,333.33 on behalf of the City of Monterey Park for the Bruggemeyer Library.

BACKGROUND:

On June 21, 2022 the Library received a copy of the Order of Final Distribution from the estate of Mr. Robert G. Low. In his will, Mr. Low left \$113,333.33 to the Library, subject to these terms and conditions: "For supplementing the regularly budgeted funds for the purchase of books for children and young readers, and to improve, encourage, and expand reading skills and literary interests for the purchase of only books and not for the purchase of computers, tapes or videos."

FISCAL IMPACT:

If accepted, the donation will be deposited into the Library Fund 112. An amount of \$20,000 will be appropriated to the FY 2022-23 budget for the purchase of children's books.

Respectfully submitted by:



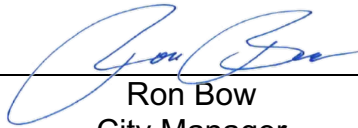
Diana Garcia
City Librarian

Reviewed by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Order of Final Distribution from the Low Estate
2. Resolution No. 11776

ATTACHMENT 1

Order of Final Distribution from the Low Estate

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Received: 5/17/2022 12:09 PM

CANDIS IPSWITCH (71315)
TYSON & IPSWITCH
301 E. COLORADO BLVD. #526
PASADENA CA 91101
Tel: 626-792-1156
Email: candisi@aol.com

Attorneys for Craig D. Lucas

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Estate of
Robert Low, aka Robert G. Low, aka
Robert Gavin Low, aka Bob Low

Decedent

Case No.: 20STPB05884
Dept. 29, Judge Lee R. Bogdanoff

**ORDER SETTLING FIRST AND FINAL
ACCOUNT AND REPORT OF EXECUTOR,
PETITION FOR ITS SETTLEMENT, FOR
EXTRAORDINARY COMPENSATION TO
THE EXECUTOR, AND FOR FINAL
DISTRIBUTION**

The First and Final Account and Report of Executor, Petition for Its Settlement, For
Extraordinary Compensation to the Executor, and For Final Distribution, filed by Craig D. Lucas
as Petitioner, on February 25, 2022, came on regularly for hearing^{at 8:30 a.m.} on May 10, 2022 in
Department 29, of the above entitled court, the Honorable Lee R. Bogdanoff, judge presiding.

The court, after examining the petition, and other documents on file, finds:

Notice of hearing has been given as required by law.

All allegations of the petition, are true.

Robert Low died testate on June 18, 2020, in Los Angeles County, California and was a
resident of that county.

The decedent's will was admitted to probate by minute order on December 1, 2020.

Petitioner was appointed executor of the will of Robert Low on January 12, 2022 and
qualified as such on January 21, 2022. Ever since he has been and is now executor of the will of

The sum of \$2,391.30, shall be distributed to Irene Rosales, to be held along with the 1992 Lexus ES 300 and the 2005 Lexus RX 330, previously distributed, and Irene Rosales shall hold the assets and use them for the education of Nathalie Rosales and Nia Rosales.

All other remaining assets shall be distributed as follows:

<u>Beneficiary</u>	<u>adjusted share</u>
Boy Scouts of America, Los Angeles	3.3333%
Boy Scouts of America, San Gabriel Valley	3.3333%
Cruden Bay Golf Club	1.1111%
Less \$136.47	
City of Hope	11.1111%
Methodist Hospital Foundation	17.7778%
Natural Resources Defense Council, Inc.	11.1111%
Salvation Army	2.2222%
United States Fund for UNICEF	11.1111%
Doctors Without Borders	11.1111%
Arcadia Public Library	5.5556%
Monterey Park Bruggemeyer Memorial Library	5.5556%
Glendora Library & Cultural Center	5.5556%
Monrovia Public Library	5.5556%
Pasadena Public Central Library	3.3333%
Temple City Library	2.2222%

Dated: 5/31/2022



Lee R. Beldanoff
JUDGE

Judge of the Superior Court

SA

ATTACHMENT 2

Resolution No. 11776

RESOLUTION NO. 11776

A RESOLUTION ESTABLISHING POLICIES AND PROCEDURES FOR ACCEPTING CONTRIBUTIONS, DONATIONS, GIFTS, BEQUESTS, AND DEVISES FOR PUBLIC PURPOSES.

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

SECTION 1: The City Council finds and declares as follows:

- A. Community members seeking to improve the City's services, contribute to the construction of important public facilities, or otherwise seeking to enhance the City frequently seek to make contributions, donations, gifts, bequests, or devises (collectively, "donations") to the City;
- B. A review of the City's documents show that there are no existing policies for accepting such generous donations;
- C. It is in the public interest for the City to establish policies for accepting donations so that persons making such donations may take appropriate tax deductions, the City uses donations for the purpose for which they were intended, and so the City's administration has clear direction regarding what kinds of donations should be accepted;
- D. The City Council, or its designee, may accept or reject any donation for any public purpose. In doing so, the City may keep or dispose such donations or use them in the manner required by the donor;
- E. Unless otherwise specified by the donor, the City may use donations in any manner it chooses to promote the public interest;
- F. Contributions to the City may be tax deductible as a charitable contribution if the donation is made exclusively for a public purpose (26 U.S.C. § 170(c)(1)). For example, without limitation, art education is a legitimate public purpose (Government Code § 15813).

SECTION 2: *Definitions.* Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter.

- A. "City manager" means the city manager or designee;
- B. "Donation" means a contribution, donation, gift, bequest or devise of personal or real property, but not personal services. Donations may be solicited or unsolicited by the City;

- C. “Donor” means a person, including a corporate entity, making a donation to the City for a public purpose.

SECTION 3: Authority. Pursuant to Government Code § 37354, the city manager is authorized to accept donations in accordance with this Resolution and with applicable administrative policies and procedures that may be promulgated by the city manager.

SECTION 4: Donations. The City will accept the following donations, upon the recommendation of the city manager:

- A. *Property donations.* Donations consisting of pecuniary, real or personal property with a fair market value of less than \$25,000 shall receive a written confirmation from the City.
- B. *Donations valued over \$25,000.* At the discretion of the City Council, the City Council may accept donations with a value estimated at \$25,000 or greater.

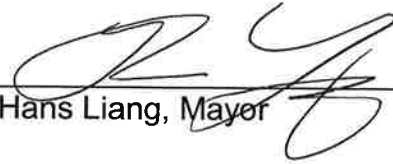
SECTION 5: Use of Donations. Pursuant to Government Code § 37355, the city manager may direct the use of donations unless a donor designated a donation for a particular use. If a donation must be used for a particular use, the city manager must ensure that the City uses the donations in the manner required by the donor.

SECTION 6: Charitable Contribution. Pursuant to 26 U.S.C. § 170(c)(1), donations made to the City may be tax deductible if made for a public purpose. Upon accepting or declining a donation, the city manager will provide donors with a written statement that includes the following information in accordance with Internal Revenue Code § 1.170A-13:

- A. Name of donor;
- B. Description of donation;
- C. Date of receipt;
- D. For personal or real property, the location of property;
- E. Use of property by the City;
- F. Whether the property is being used for exclusively public purposes; and
- G. That the City accepted or declined the donation.

SECTION 8: This Resolution will become effective immediately upon adoption and will remain effective unless superseded or repealed.

PASSED AND ADOPTED this 5th day of August, 2015.



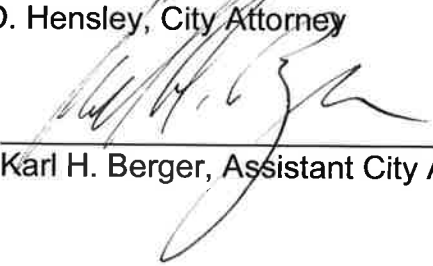
Hans Liang, Mayor

ATTEST:



Vincent D. Chang, City Clerk

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

By: 

Karl H. Berger, Assistant City Attorney

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 foregoing Resolution No. 11776 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 5th day of August, 2015, by the following vote:

Ayes:	Council Members: Lam, Real Sebastian, Ing, Chan, Liang
Naes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 5th day of August, 2015.



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



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Kelly Gordon, Chief of Police
SUBJECT: Purchase of Two Automated License Plate Reader Systems from 2020 Urban Area Security Initiative Grant

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050 (2) and (4), and Authorizing the City Manager to execute an agreement with Motorola Solutions, Inc., in a form approved by the City Attorney, not to exceed \$76,252.00 for the purchase of two Mobile Automated License Plate Reader Systems (ALPR); and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Monterey Park Police Department was awarded \$76,252 in federal grant funding through the 2020 Urban Areas of Security Initiative (UASI) for the procurement and installation of two mobile automated license plate reader systems (ALPR). The City of Los Angeles, the UASI Administrative Agent, will reimburse the City of Monterey Park for the equipment and installation of the system.

BACKGROUND:

The City was awarded grant funding through the 2020 Urban Area Security Initiative (UASI) to purchase two ALPR Systems. MPPD's four ALPR systems exceeded their useful life. Motorola will no longer service or repair MPPD's existing ALPR System. MPPD's current technology infrastructure supports Motorola Solutions Inc. products and software. Reconfiguration and support for the system and replacement equipment for the integrated system are available only from Motorola Solutions, Inc. This implementation would require 100% integration with existing technological infrastructure operating on that proprietary system.

Motorola's ALPR Systems are the law enforcement standard in Los Angeles County with approximately 37 police agencies in Los Angeles County utilizing such ALPR Systems. These ALPR Systems are in use throughout California and the Nation.

Staff is requesting that the City Council waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050 (2) and (4) for the procurement of two ALPR

Systems. The purchase will be reimbursed by the 2020 USAI Grant program through the City of Los Angeles.

FISCAL IMPACT:

The total cost is funded through the 2020 UASI grant. The initial expenditure will be paid from account number 3333103-5311 2020 UASI Grant and the City of Los Angeles, the UASI Administrative Agent, will reimburse the City of Monterey Park.

Respectfully submitted by:



Kelly Gordon
Chief of Police

Prepared by:

Tim Wisniewski

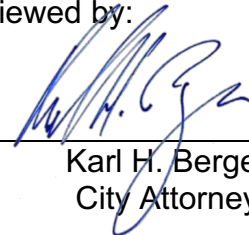
Tim Wisniewski
Police Sergeant

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT(S):

1. Motorola Solutions Inc. Quote

ATTACHMENT 1

Motorola Solutions Inc. Quote



MONTEREY PARK POLICE DEPT, CITY OF

ALPR Solution

04/27/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-1740364

04/27/2022

MONTEREY PARK POLICE DEPT, CITY OF
320 W NEWMARK
MONTEREY PARK, CA 91754

RE: Motorola Quote for ALPR Solution
Dear Tim Wisniewski,

Motorola Solutions is pleased to present MONTEREY PARK POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MONTEREY PARK POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Denis Redzepagic at denis.redzepagic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Denis Redzepagic



QUOTE-1740364
ALPR Solution

Billing Address:
MONTEREY PARK POLICE
DEPT, CITY OF
320 W NEWMARK
MONTEREY PARK, CA 91754
US

Quote Date:04/27/2022
Expiration Date:06/30/2022
Quote Created By:
Denis Redzepagic
denis.redzepagic@
motorolasolutions.com

End Customer:
MONTEREY PARK POLICE DEPT, CITY
OF
Tim Wisniewski
twisniewski@montereypark.ca.gov
626-307-1442

Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	Vigilant					
1	DDN2841A	VIGILANT (PS) HARDWARE	1	\$33,451.00	\$33,451.00	\$33,451.00
2	DDN2842A	VIGILANT (PS) DELIVERY	1	\$6,800.00	\$6,800.00	\$6,800.00
3	DDN2843A	VIGILANT (PS) SUPPORT	1	\$16,000.00	\$16,000.00	\$16,000.00
4	DDN2844A	VIGILANT (PS) SAAS	1	\$20,000.00	\$20,000.00	\$20,000.00

Grand Total

\$76,251.05(USD)

Notes:

- Quote details provided on the following pages
- Estimated sales tax of 9.5% included in the price



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

			
Issued To:	Monterey Park Police Department - Attention: Tim Wisniewski	Date:	01-26-22
Project Name:	2 x (4) Camera Mobile Units, 5 Years Hosting and Warranty	Quote ID:	GSM-1173-02

PROJECT QUOTATION

Hardware

Qty	Item #	Description
(2)	Mobile LPR SYS-1 CDM-4-2234L5M	Mobile LPR 4-Camera L5M High-Definition System <u>Hardware:</u> - Qty=2 8mm lens package - Qty=1 12mm lens package - Qty=1 16mm lens package - VLP-5200 Processing Unit - Wiring harness w/ ignition control (Direct to Battery) - Single point power connection - Field installed GPS antenna <u>Software:</u> - CarDetector Mobile LPR software application for MDC unit - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including video tool set
(2)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set - LPR Camera Mounting Bracket - Rooftop under light bar - Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars - Mounts up to four (4) LPR cameras
(2)	VS-SHP-01	Vigilant Shipping Charges - Mobile - Applies to each Mobile LPR System - Shipping Method is FOB Shipping
(1)	Sales Tax	9.5% sales tax
Subtotal Price		\$33,451.05

Services

Qty	Item #	Description
(2)	Install	Installation of mobile units
(2)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system

		• Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRNG	• End user training for Vigilant products • Covers all client purchased applications • Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price		\$6,800.00

Camera Licensing & LEARN

Qty	Item #	Description
(5)	VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price		\$20,000.00

Extended Hardware Warranty

Qty	Item #	Description
(2)	CDMS44HWW	4-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 • Full mobile LPR hardware component replacement warranty • Applies to 4-Camera hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price		\$16,000.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. This Quote does not include anything outside the above stated bill of materials.
6. 5 years of hosting and warranty included.

Total Price	\$76,251.05
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City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Kelly Gordon, Chief of Police
SUBJECT: Cannabis Tax Fund Grant Program (CTFGP) Funding Fiscal Year 2022/2023

RECOMMENDATION:

It is recommended that the City Council consider:

1. Accepting grant funds and authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with the California Highway Patrol in the amount of \$87,173.42 for the Cannabis Tax Fund Grant Program (CTFGP);
2. Authorizing the City's Management Services Department to allocate \$82,713.42 in grant funding to the FY22-23 budget; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City of Monterey Park Police Department was notified of an award of \$82,713.42 from the Department of California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP). The police department will utilize the grant funding to reduce and mitigate the impacts of impaired driving in our community.

BACKGROUND:

With the passage of Proposition 64, Adult Use of Marijuana Act (AUMA), California voters mandated the State set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified non profit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B).

The Cannabis Tax Fund Grant Program marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel.

In 2020, the City of Monterey Park experienced a total of 596 traffic collisions and five fatalities. The CTFGP grant supports the Monterey Park Police Department's efforts to reduce the number of traffic collisions involving impaired driving.

The Monterey Park Police Department's CTFGP total grant allocation is \$82,713.42.

FISCAL IMPACT:

Staff requests approval for the Management Services Department to appropriate \$82,713.42 grant funding to the FY22-23 budget. There is no fiscal impact to the general fund.

Respectfully submitted by:



Kelly Gordon
Chief of Police

Reviewed by:



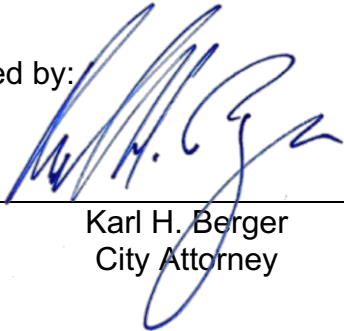
Martha Garcia
Director Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Conditional Approval Letter for CTFGP Funding

ATTACHMENT 1

Conditional Approval Letter for CTFGP Funding

601 North 7th Street
Sacramento, CA 95811
(916) 843-3330
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 10, 2022

Traffic Sergeant Peter Yung
Monterey Park Police Department
320 West Newmark Avenue
Monterey Park, CA 91754

Dear Traffic Sergeant Yung:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Monterey Park Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$82,713.42. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief
Enforcement and Planning Division



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3F

TO: Honorable Mayor and Members of the City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: A Resolution Declaring the Month of July as "Parks Make Life Better" Month in the City of Monterey Park

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a Resolution declaring the month of July as "Parks Make Life Better" Month in the City of Monterey Park; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

During the month of July, the Recreation and Community Services Department is celebrating "Parks Make Life Better" month. By designating July as "Parks Make Life Better" month, the City of Monterey Park, Recreation and Community Services Department urges all residents to enjoy and recognize the social, physical, mental, economic, environmental, and community benefits derived from our parks, which provide something of value to everyone. As we observe "Parks Make Life Better" month, we recognize the vital contributions of our employees and volunteers who contribute to making parks and recreation facilities a great place to visit. These dedicated staff and volunteers keep our parks clean and safe for visitors, coordinate and organize special events, child care, summer day camp, swim lessons, educational classes, senior activities, and health and fitness programs. They ensure that parks and recreation facilities are safe and accessible places for all to enjoy.

BACKGROUND:

The National Recreation and Park Association (NRPA) and California Parks and Recreation Society (CPRS) are organizations dedicated to advancing park, recreation and conservation efforts that enhance quality of life for all people. The NRPA and CPRS encourage the promotion of healthy lifestyles, recreation initiatives, and conservation of natural and cultural resources. Since 1985, the NRPA and CPRS have recognized the month of July as "Parks Make Life Bette/" month in California and nationally as "Parks and Recreation" month. Cities, counties and other agencies recognize the importance of thriving, local park systems as providing an opportunity for all people to lead healthy, active lifestyles, and the preservation of great community places.

FISCAL IMPACT:

None.

Respectfully submitted by:



Robert Aguirre
Director of Recreation & Community Services

Approved by:



Ron Bow
City Manager

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF JULY 2022 AS PARKS MAKE LIFE BETTER MONTH

BE IT RESOLVED by the Council of the City of Monterey Park as follows:

SECTION 1: The City Council finds as follows:

- A. Parks and Recreation promotes physical, emotional and mental health and wellness through organized and self-directed fitness, play, and activity; and
- B. Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident's engagement; and
- C. Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond ; and
- D. Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and
- E. Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical and emotional growth in people of all ages and abilities; and
- F. Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics and landscape; and Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and
- G. Parks and Recreation facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and
- H. Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and
- I. Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and
- J. Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and be it further resolved, that we declare the month of July 2022 as "Parks Make Life Better!®" Month.

SECTION 2: *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 3: *Recordation.* The Mayor, or presiding officer, is authorized to sign this Resolution signifying its adoption by the City Council of the City of Monterey Park and the City Clerk, or his duly appointed deputy, may attest thereto.

SECTION 4: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this ____ day of _____, 2022.

Henry Lo, Mayor

Attest:

Vincent D. Chang, City Clerk



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Award of Professional Services Agreement to Kimley-Horn for the preparation of a Local Road Safety Plan (LRSP)

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of a Local Road Safety Plan (LRSP); and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City was awarded grant funding from the California Department of Transportation for the Monterey Park Local Roadway Safety Plan (LRSP). The City released a Request for Proposals (RFP) and received one bid from Kimley-Horn for the preparation of the City's LRSP. Staff requests City Council approval to enter into an agreement with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of the City's LRSP.

BACKGROUND:

The City was awarded grant funding from the California Department of Transportation for the Monterey Park Local Roadway Safety Plan (LRSP). The LRSP is a planning document that identifies and analyzes roadway safety problems and concerns and leads to recommendations for potential roadway safety improvements. Such improvements are intended to reduce or eliminate safety issues identified by the plan. The City released a Request for Proposals (RFP) and received one proposal from Kimley-Horn for the preparation of the City's LRSP by the April 20th deadline.

RANK	PROPOSER	BASE AMOUNT	BID
1	Kimley-Horn	\$49,977.29	

Staff requests City Council's approval to enter into an agreement with Kimley-Horn, in an amount not to exceed \$49,978, for the preparation of the City's LRSP. The City recently awarded Kimley-Horn a contract for a separate project, which when combined with the

Staff Report

Page 2 of 2

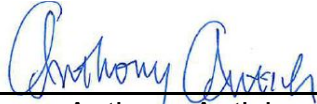
July 6, 2022

LRSP project, exceeds the City Manager's signature authority of \$60,000. Both projects are unrelated, and Kimley-Horn was selected as the most responsive bidder for each project based on the RFP process.

FISCAL IMPACT:

Funds for this contract are budgeted as part of Capital Improvement Project (CIP) No. 96037 and will be funded through grant funding from the California Department of Transportation.

Respectfully submitted by:



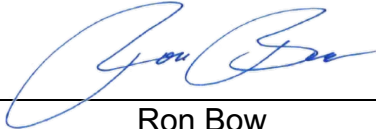
Anthony Antich
Interim Director of Public Works

Reviewed by:



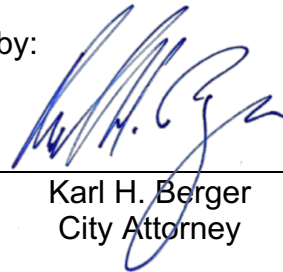
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Kimley-Horn Proposal

ATTACHMENT 1

Kimley-Horn Proposal

PROPOSAL FOR
**Planning & Engineering Services for the Preparation of
Local Roadway Safety Plan (LRSP)**
RFP # 8171745

April 20, 2022

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

660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017
TEL 213.261.4040

**RE: Request for Proposals for Preparation of a Local Road Safety Plan (LRSP)
(Proposal # 8171745)**

Dear Members of the Selection Committee:

The **City of Monterey Park** (City) is seeking the assistance of a qualified consultant in the preparation of a Local Roadway Safety Plan (LRSP). As an industry leader in safety, **Kimley-Horn** is well-qualified and dedicated to providing unique consulting services to the City for your LRSP. We bring the established experience to develop an LRSP that is tailored to your local procedures, desires, and issues while maintaining accordance with state and federal guidelines. The following benefits prove that Kimley-Horn is well-suited to support the City on this project:



Familiarity with LRSPs. Kimley-Horn is devoted to supporting local agencies in recommending safety enhancements in areas throughout California. Our team's knowledge ranges from traffic safety planning and engineering to bicycle and pedestrian facility planning, safety, and design. We have completed LRSPs and Systemic Safety Analysis Reports (SSARs), Strategic Highway Safety Plan (SHSP) projects, Road Safety Audits (RSAs), Safety Management Plans (SMPs), data collection and crash analysis, and design of safety countermeasures throughout the country, including for the cities of Santa Clarita, Artesia, Lancaster, Ventura, Anaheim, San Clemente, Seal Beach, Costa Mesa, Eastvale, Chino, Perris, Goleta, Palm Desert, La Quinta, Santa Cruz, and Sunnyvale as well as the counties of Imperial and Ventura. We are currently preparing an LRSP for the City of Rosemead. Our previous experience and lessons learned from these projects have afforded us the information to develop effective and cost-efficient LRSPs. Kimley-Horn's familiarity with the LRSP process will assure your project is accomplished successfully.



Tailored Solutions. Our firm's diverse experience in safety-related projects has allowed us to develop a fine-tuned approach to safety. We will deliver innovative techniques to generate the best results for the City, providing you with a prioritized list of low-cost safety improvements that can be applied not only at challenging segments, but also throughout the City. This can be used and applied toward Highway Safety Improvement Plan (HSIP) grants for application—another area Kimley-Horn has significant experience in and can provide solutions for the City's needs.



Local Management and Commitment to Your Success. Through our established past, Kimley-Horn proves that we are dedicated to surpassing expectations and serving local cities alike. Project manager and point of contact **Kyle McGowan, AICP** brings more than 6 years of professional traffic safety management experience, along with experience completing many LRSPs, to the proposed project. Kyle's experience in supporting and leading transportation planning and engineering projects is evidence of his continued success with LRSPs. For this endeavor, Kyle will be supported by principal-in-charge **Jean Fares, P.E.**, who brings 30 years of

professional traffic and transportation engineering experience to the project, along with QC/QA reviewer **Darryl DePencier, AICP, GISP, RSP2B**, project engineer **Jason Melchor, P.E.**, and project analysts **Amanda Forsans** and **Zander Dally**. Kimley-Horn will pair our in-house, certified team with **Crossroads**

PROPOSAL FOR
**Planning & Engineering Services for the Preparation of
Local Roadway Safety Plan (LRSP)**
RFP # 8171745

Software, Inc., a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments, to provide Data Collection services on the project.

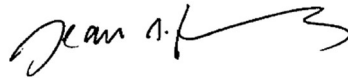
Kimley-Horn is committed to providing you high-level, professional services and is excited for the opportunity to further enhance the safety of the City's streets from our local downtown Los Angeles office. We intend to perform the services requested and concur that all elements of the RFP have been reviewed and understood. Should you have any questions about our proposal or necessitate any additional information, please contact our project manager Kyle McGowan, AICP at kyle.mcgowan@kimley-horn.com or at the address listed above.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Kyle McGowan, AICP
Project Manager/Point of Contact



Jean Fares, P.E.*
Senior Vice President/Principal-in-Charge

**As a Senior Vice President of the firm, Jean Fares, P.E. has the authority to bind Kimley-Horn and execute agreements on behalf of the firm*

CITY OF MONTEREY PARK

REQUEST FOR PROPOSAL

PROPOSAL # 8171745

PROPOSALS ARE DUE: NOT LATER THAN 2:00 P.M. ON WEDNESDAY, APRIL 20, 2022.

The City of Monterey Park invites sealed proposals for: Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP).

The City of Monterey Park is seeking proposals from qualified firms to provide Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP).

1. Return original of Proposal to:

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

2. Proposer must honor proposal prices for ninety (90) days.
3. Proposals must include this Proposal form and be signed by the vendor's authorized representative.
4. Award of a contract will be made by the City Council based upon the criteria set forth in this RFP and will be made based upon the best qualified proposer rather than 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.

Kimley-Horn and Associates, Inc.
Company
Jean B. Fares, P.E.
Name (Print)
213.261.4040
Company Phone No.

660 S. Figueroa St., Suite 2050
Los Angeles, CA 90017
Address

Signature
Senior Vice President
Title of Person Signing Bid

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Introduction (Section 1)

Firm Overview

Kimley-Horn, a corporation, is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 5,500 in 99 offices nationwide. Our 11 California offices, including local offices in Downtown Los Angeles, Orange, Riverside, and San Diego, have more than 580 engineers, planners, designers, and technicians—affording us the depth of resources (financial, equipment, labor, and capacity) reasonably necessary to staff and execute virtually any assignment in response to the City's needs for this LRSP.

Our growth during the past five decades is the result of the firm's commitment to integrity and dedication to providing quality services. Today, we are one of the highest-ranked engineering, planning, and environmental consulting firms in the U.S. According to *Engineering News-Record*, our firm now ranks 15th in the country as of 2021. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

Our organizational structure is comprised of our local office practice leaders, technical and project support staff; a regional leader; production managers; and business, human resource, and marketing managers. This structure has led to financial stability within the firm. In addition, we uphold a disciplined focus on business fundamentals operate the firm conservatively, and our internal controls and business standards—promoted by our leadership team—are intended to keep our foundation strong. We have an untapped \$10 million operating line of credit available for short-term cash flow needs. The firm's cash flow continues to be very robust, and we have no history of credit problems or bankruptcy. Kimley-Horn has more than acceptable resources and lines of credit to help acquire a successful partnership and project.

Kimley-Horn does not have any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede in our ability to provide these services. Kimley-Horn's continued growth and stability over the past 55 years is the direct result of our firm's commitment to integrity and devotion to providing quality services. The Kimley-Horn team is committed to providing the City with high-quality solutions that will surpass your expectations.



Project Analysis (Section 2)

The City of Monterey Park is taking a major step towards enhanced roadway safety through the development of an LRSP. This plan will help the City identify the factors that contribute most to local traffic collisions and will better position the City for safety funding from state and federal grant programs. Kimley-Horn has extensive experience with the California HSIP including the development of the HSIP Implementation Plan at the statewide level, and recently over \$30M in successful HSIP grants in Cycle 10. The goal of the LRSP is to develop countermeasures that can be systemically implemented to reduce the risk of collisions on City streets. Kimley-Horn's approach builds that toolbox using three separate processes.

1. Identify Citywide emphasis areas such as impaired driving or active transportation that represent a large proportion of traffic injuries
2. Identify site-specific case studies that are representative of other locations in the City for a more detailed audit and focused countermeasures
3. A review of citywide policies, programs, resources, and practices that may have an impact on traffic safety, and then the identification of opportunities to align with safety best practices

This study is important because, in addition to the trauma of injury and loss of life, economic losses in the City of Monterey Park due to traffic injuries on City streets were nearly \$245M from 2016 through 2020 according to SafeTREC's Traffic Injury Mapping System (TIMS) and Caltrans HSIP Cost Parameters. The Office of Traffic Safety (OTS) most recently ranked Monterey Park 21 of 105 peer cities in 2019 for traffic injuries after normalizing for population and vehicle miles traveled (VMT) which suggests that the City is in the highest quartile for traffic injuries. The OTS ranking for several categories is listed in **Table 1**. The City scores better in every category that OTS tracks relative to its overall injury score, suggesting that injury-producing crashes in the City are not concentrated in any of those specific categories. Speed related and impaired young drivers are the poorest performing of the ranked categories.

Table 1. Office of Traffic Safety Rankings (2019)

Year	County	Group
2019	LOS ANGELES COUNTY	C
TYPE OF CRASH	VICTIMS KILLED & INJURED	OTS RANKING
Total Fatal and Injury	302	21/105
Alcohol Involved	24	48/105
Had Been Drinking Driver < 21	0	71/105
Had Been Drinking Driver 21 – 34	1	94/105
Motorcycles	5	69/105
Pedestrians	44	5/105
Pedestrians < 15	4	18/105
Pedestrians 65+	9	3/105
Bicyclists	7	77/105
Bicyclists < 15	2	38/105
Composite	121	49/105
Speed Related	48	19/105
Nighttime (9:00pm – 2:59am)	29	22/105
Hit and Run	19	34/105

Kimley-Horn is the lead consultant supporting Caltrans' Strategic SHSP and current HSIP Implementation Plan. The SHSP outlines statewide priorities and emphasis areas that when comparing fatalities and serious injuries over the last ten years against statewide trends for SHSP challenge areas, Monterey Park crashes more often involved pedestrians, intersections, and bicyclists. Fewer involved lane departures, aggressive driving, or motorcycles. **Table 2** shows the statewide fatal and severe injury collisions in comparison to data from the City of Monterey Park.

Table 2. Fatal & Severe Injuries - Statewide vs. Monterey Park

Challenge Areas	Statewide	Monterey Park		
	% of F+SI Collisions (2015-2018)	F+SI Collisions (2015-2018)	% of F+SI Collisions (2015-2018)	% Point Difference
Total	100.0%	26	100.0%	-
Pedestrians	19.3%	12	46.2%	26.8%
Intersections	23.8%	12	46.2%	22.3%
Aging Drivers (65+)	13.2%	9	34.6%	21.5%
Lane Departure	42.0%	8	30.8%	-11.2%
Aggressive Driving	33.2%	6	23.1%	-10.1%
Impaired Driving	23.5%	5	19.2%	-4.3%
Motorcyclists	21.7%	3	11.5%	-10.1%
Bicyclists	7.2%	2	7.7%	0.4%
Young Drivers	12.2%	2	7.7%	-4.5%
Commercial Vehicles	6.5%	0	0.0%	-6.5%
Work Zones	1.3%	0	0.0%	-1.3%
Distracted Driving	4.7%	0	0.0%	-4.7%
Improper Use of Occupant Protection	13.8%	0	0.0%	-13.8%

Collisions involving pedestrians and aging drivers, as well as collisions at intersections were higher than the statewide average. Kimley-Horn will identify potential countermeasures that address these collision patterns.

Kimley-Horn has analyzed the TIMS data for the City from 2016 to 2020. Our preliminary analysis explored the following collision categories:

Collision Severity

3.5% of the injury collisions from 2016-2020 resulted in a fatality or severe injury. A majority of the injury collisions resulted in minor injuries only. **Table 3** shows the breakdown of injury collisions by injury severity.

Table 3. Collisions by Severity Level

Severity	Count	Percent
Fatal	13	0.9%
Severe Injury	37	2.6%
Complaint of Pain	429	30.6%
Other Visible Injury	922	65.8%
Total	1401	

Collision Type

The most common types of collisions in the City were broadsides and rear ends totaling 58.2% of crashes in the city. A full breakdown of the collision types is shown in **Table 4**.

Table 4. Collisions by Type

Collision Type	Count	Percent
Broadside	425	30.3%
Rear End	391	27.9%
Sideswipe	199	14.2%
Vehicle/Pedestrian	134	9.6%
Hit Object	103	7.4%
Head-On	80	5.7%
Not Stated	30	2.1%
Overturned	27	1.9%
Other	12	0.9%
Total	1401	

Primary Collision Factor

The most common factors that led to collisions in the City were unsafe speed, right-of-way violations, and improper turning accounting for almost two-thirds of all injury crashes. A full breakdown of the primary collision factors is shown in **Table 5**.

Table 5. *Collisions by Primary Collision Factor*

Primary Collision Factor	Count	Percent
Unsafe Speed	379	27.1%
Automobile Right of Way	261	18.6%
Improper Turning	188	13.4%
Traffic Signals and Signs	123	8.8%
Pedestrian Right of Way	77	5.5%
Driving or Bicycling Under the Influence of Alcohol or Drug	69	4.9%
Unsafe Lane Change	67	4.8%
Unknown	42	3.0%
Pedestrian Violation	38	2.7%
Unsafe Starting or Backing	38	2.7%
Wrong Side of Road	32	2.3%
Following Too Closely	25	1.8%
Other Than Driver (or Pedestrian)	25	1.8%
Other Improper Driving	13	0.9%
Other Hazardous Violation	12	0.9%
Improper Passing	9	0.6%
Impeding Traffic	2	0.1%
Not Stated	1	0.1%
Total	1401	

Collision ‘Involved With’

Nearly 70% of the injury collisions in the city were between two or more moving motor vehicle, followed by 11% with pedestrians, and 7% with fixed objects. However, there were also several crashes with bicycles and parked motor vehicles. Pedestrian crashes in particular resulted in a higher rate of more severe injuries. **Table 6** shows a full breakdown of the collisions, what object they were involved with, and the distribution of their injury levels.

Table 6. *Collisions by ‘Involved With’*

Vehicle Involved With	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Total
Other Motor Vehicle	-	11	228	715	954
Pedestrian	9	10	60	77	156
Fixed Object	1	5	54	44	104
Parked Motor Vehicle	1	5	34	34	74
Bicycle	1	1	27	28	57
Non-Collision	1	4	13	8	26
Motor Vehicle on Other Roadway	-	1	4	8	13
Other Object	-	-	6	5	11
Not Stated	-	-	3	3	6
Total	13	37	429	922	1401

Figure 1 and Table 7 show the concentration of injury crashes in Monterey Park and highlights the 10 most economically impactful intersections in the City.

Figure 1. Injury Crashes and 10 Most Economically Impactful Intersection

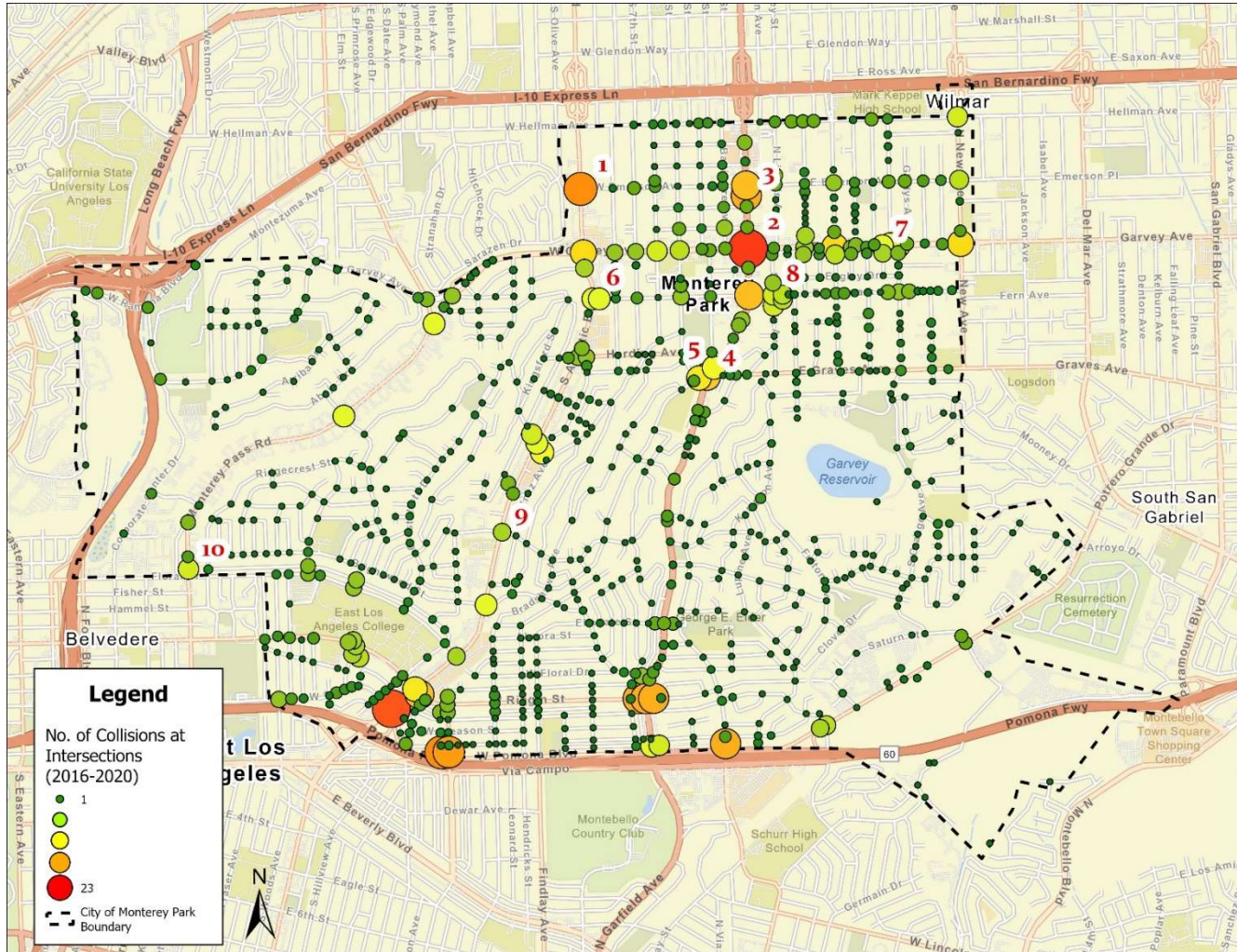


Table 7. 10 Most Economically Impactful Intersections

Rank	Intersection		Fatal	Severe	Visible	Complaint	Total	Cost
1	Atlantic Bl	Emerson Ave	19	0	2	5	12	\$6,062,300
2	Garvey Ave	Garfield Ave	23	1	0	3	19	\$4,154,000
3	Garfield Ave	Garcelon Ave	17	0	1	2	14	\$3,607,200
4	Garfield Ave	Graves Ave	15	0	1	2	12	\$3,445,400
5	Garfield Ave	Ramona Ave	12	0	1	4	7	\$3,325,500
6	Atlantic Bl	Newmark Ave	11	1	0	3	7	\$3,183,200
7	Garvey Ave	Rural Dr	11	0	1	3	7	\$3,183,200
8	Newmark Ave	Lincoln Ave	10	0	1	2	7	\$3,040,900
9	Atlantic Bl	El Repetto Dr	8	0	1	4	3	\$3,001,900
10	Monterey Pass Rd	Floral Dr	10	0	1	1	8	\$2,979,500

Objective, Scope, Nature of Proposed Program (Section 3)

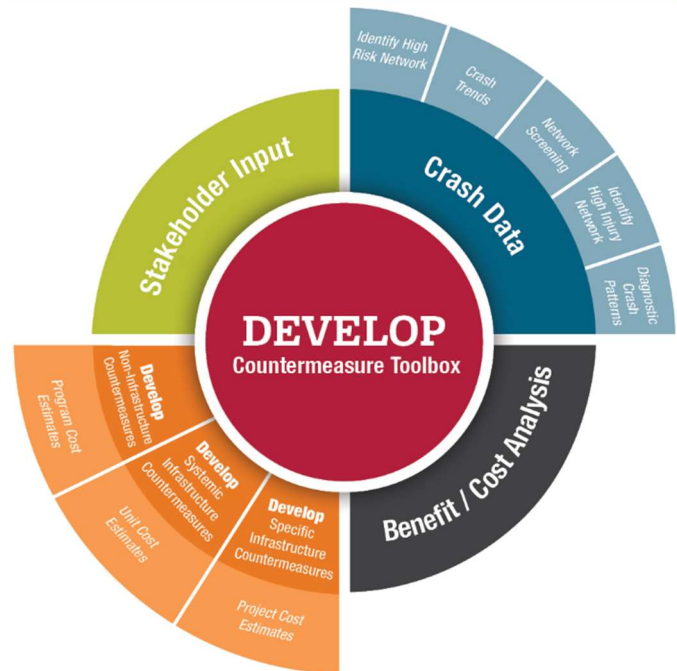
Our team uses custom GIS-based tools to evaluate the roadway system and intersections using Highway Safety Manual statistical methods. This allows for independent evaluation of intersections by control type, and roadways by function. Our team then applies additional statistics to rate each location for crash severity, crash type patterns, driver behavior factors, and roadway conditions. Our analysis procedures are outlined in the exhibit below.

Kimley-Horn works closely with Crossroads allowing us to seamlessly input their data outputs of the most recent available crash data. Our custom in-house software can process the Crossroads crash records to provide a ranked order of intersections and roadway segments by crash activity consistent with the Local Roadway Safety Manual, provide a statistical evaluation of crash rates for each location relative to citywide norms, and highlight locations with unusually high crash severities or crash patterns that can help diagnose safety challenges.

Kimley-Horn's approach to LRSP development centers on the creation of a countermeasure toolbox that includes items that address both infrastructure and driver behavior. A combination of crash history, roadway characteristics, and stakeholder feedback is used to determine which countermeasures that will be most likely to have the most safety benefit relative to cost for the City. The toolbox is then used to produce three products as part of the LRSP.

1. City-wide Systemic Infrastructure Projects: Serious injury crashes in Monterey Park are more likely to involve aggressive driving than in other parts of California. The LRSP would likely include a number of low-cost systemic countermeasures such as signal coordination, narrower travel lanes, and speed feedback signs.
2. Local Infrastructure Projects: for example, the intersection of Atlantic Bl and Emerson Ave has had the most-costly injury count between 2016 and 2020 according to the TIMS dataset with 19 injury crashes over a five-year period, two of which were severe. 6 pedestrians were injured, and 7 of the crashes were broadsides. The LRSP would likely consider installing leading pedestrian intervals, and retroreflective back plating to improve signal head visibility.
3. Non-Infrastructure Projects: Serious injury and fatal crashes in Monterey Park are more commonly associated with impaired driving. The LRSP could explore opportunities to get additional OTS or other state grants for enforcement campaigns and educational initiatives. The team might also evaluate lighting and other roadway features that can reduce the harm associated with impaired driving.

The following scope of services outlines how Kimley-Horn will build off of the City's current plans to provide a well-rounded framework for an ongoing safety improvement program. The LRSP will be structured to make the City more competitive for grant funding, better able to identify and prioritize safety needs, and encourage safer driving practices for its residents.



Work Program (Section 4)

Task 1 – Project Management & Meetings

Task 1.1 – Kick-off Meeting and Project Administration

Kimley-Horn will prepare an agenda and conduct a project kick-off meeting to review and refine the project methodology and schedule and to establish a Project Development Team (PDT) with key City staff, which we will maintain close and consistent communication through regular PDT status meetings to discuss plan development and project progress. Meetings can be held either virtually or in-person, based on City preference.

Kimley-Horn will assist the City in providing administrative support to make sure the project is compliant with the Caltrans Local Assistance Procedure Manual guidelines.

Kimley-Horn has established internal quality control processes that include multiple levels of review before deliverables are submitted to a client, including a designated quality control officer that is not part of the core project team to provide objective feedback from the perspective of someone external to the project. Kimley-Horn recommends in-person meetings, if conditions allow, at the following project milestones:

1. Project Kick-Off
2. Selection of High-Collision Sites for Project Development
3. Field Review Debrief
4. Project Recommendations

Additionally, Kimley-Horn will hold a short bi-weekly project progress meeting with the City project manager to discuss the current status of the project and to make decisions about project direction as alternative courses emerge.

During our kick-off meeting, we will identify safety partners/stakeholders who should be included in future project communications. We value representation from the local community, businesses, non-profit organizations, local transportation providers, City's Public Works department, Monterey Park Police Department, Monterey Park Fire Department, local school districts, and health and safety agencies when creating a well-rounded safety plan.

Task 1.2 – Identify Stakeholders

Kimley-Horn will work with the City to identify stakeholders that will be engaged throughout the LRSP process. Key stakeholders will include those identified during the kick-off meeting in Task 1.

Task 1.3 – Identify Project Goals and Objectives

We will work with City staff to establish goals and objectives after completing the comprehensive data analysis with a focus on improving traffic and pedestrian safety. We will establish the emphasis areas. The team will identify safety challenges specific to the City of Monterey Park that are elevating the risk of traffic injuries. The goals and objectives will be structured to meet the needs of the LRSP Program, provide optimal support of statewide funding priorities, and incorporate Priority Safety Strategies, Infrastructure Safety Projects, and Behavioral Safety Strategies and feedback from stakeholders and City staff. Each goal will be associated with a set of objectives that will help determine the prioritization of plan recommendations.

Task 1.4 – Stakeholder Meetings

Kimley-Horn will work with the City to reach out to safety partners/stakeholders from the contact list developed. Up to three Stakeholder meetings will be hosted, either virtually or in-person (as COVID restrictions allow), to allow for two-way communication and feedback on the materials communicated. The meeting will provide an overview of the LRSP process, identify/establish safety goals, objectives, strategies, and emphasis areas, inform those present on the results found during the crash analysis, and outline the draft countermeasures and potential solutions. Stakeholders will be utilized for their local insight on the area, any challenges or opportunities they may know of, and their knowledge of “near-miss crashes.” Any potential additions or changes to the recommended countermeasures, based on the feedback received during this meeting, will be discussed with the City. The group will prioritize plans for implementation and be able to review and comment on the draft and final LRSP before recommending approval of the document to be adopted by the City Council.

Task 1 Deliverables:

- ✓ Project Kick-off Meeting
- ✓ Project Update Meeting Agenda & Notes
- ✓ Monthly Progress Reports
- ✓ Stakeholder Identification List
- ✓ Draft Project Goals and Objectives
- ✓ Stakeholder Meetings
- ✓ Field Visit Package (crash diagrams, note sheets, site visit maps)
- ✓ Field Notes
- ✓ Attendance at Traffic Advisory Committee Meetings



Task 2. Review of Existing Planning Documents

Task 2.1 – Literature Review

We will conduct a literature review of existing plans published by the City, including the General Plan. Documents produced by San Gabriel Valley Council of Governments, SCAG, and Caltrans will also be reviewed to identify projects, policies, and programs that are in place or recommended that might be of value to this analysis. Our team is already familiar with Caltrans procedures and guidance on the development of SSARs and LRSPs and will provide a summary as part of this task.

Task 2.2 – Best Practices Analysis

Kimley-Horn will work with City staff to identify programs and policies within the City that are most supportive of safety, which ones could be updated to better align with current best practices, and where there are opportunities for new initiatives that would likely support safer roads and better driving behaviors. Kimley-Horn staff will collect the needed information by providing the City with a list of questions in advance and will conduct an interview with City staff to finalize the responses.

Task 2 Deliverables:

- ✓ Question List of Current Practices for City
- ✓ Technical Memorandum #1: Existing Plans and Programs



Task 3. Data Collection & Analysis

Task 3.1 – Data Analysis

Kimley-Horn will perform a comprehensive data analysis review. Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods. These methods are selected to identify locations with higher-than-expected collision activity that can be reviewed to identify roadway and intersection characteristics associated with higher risk. These methods also review a variety of collision characteristics to identify locations where specific types of collisions are over-represented. This helps to diagnose safety factors that are leading to elevated numbers of collisions.

The first screening step is to develop critical crash rates for segments and intersections in the City. Average crash rates are developed for intersections based on control type, and roadway segments based on functional classification. A statistical threshold is then established based on daily traffic volumes for each segment and intersection. The difference between the actual crash rate and the critical crash rate for each location can then be used to estimate the relative risk faced by users of the given intersection or segment. This method builds on the High Collision or High Injury Networks that essentially mirror High Traffic networks to provide deeper insight into potential low-cost safety measures. Roadways and intersections with lower classifications will also be identified, allowing the LRSP to broach risk factors associated with those roadways.

The second screening step focuses on crash type over-representation. City-wide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the mixture is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Fatal + Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (run off road, fixed object, parked vehicle, other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/Aggressive Driving

The resulting list would include both the number of collisions for each factor and the probability that any excess is not random.

Kimley-Horn will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by the overall number of collisions per Local Roadway Safety Manual Guidance. Kimley-Horn will then recommend up to 10 locations for further evaluation and potential project development based on the amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors, and mitigations identified. We will identify potential conflicts between vehicles, pedestrians, and bicycles.

Task 3.2 Roadway Characteristics Inventory

Kimley-Horn will obtain available data on roadway functional classification, intersection control, schools, parks, transit stops, and other roadway characteristics that impact safety. Available traffic volume data will also be collected from the City.

Task 3.3 – Field Tour

At up to 10 identified high collision locations (key corridors and intersections) identified in Task 2, field assessments with City staff will be conducted to collect additional information to better match roadway characteristics with collision activity, allowing the team to diagnose issues and develop systemic recommendations. Deficiencies per the Highway Design Manual and other regulatory and guidance documents will be identified at these locations.

Task 3 Deliverables:

- ✓ Technical Memorandum #2: City-wide Safety Background and Trends
- ✓ List of Intersection and Segments with Statistically Analyzable Collision Activity
- ✓ Citywide Safety Trends and Recommended Focus Areas
- ✓ Crash Diagrams for High Crash Locations
- ✓ List of Potential Local Countermeasures



Task 4. Countermeasure Development

Task 4.1 – Develop Priority Criteria and Priority Areas

Kimley-Horn will work with the City and stakeholders to develop priority criteria and identify priority areas that will be used to develop the countermeasures in Task 4.2. These countermeasures will address these priority areas and will align with state and federal countermeasures that have been identified to assist in reducing fatal and injury collisions.

Task 4.2 – Identify Countermeasures

The identification of the potential projects will be developed by examining the crash data and determining the appropriate countermeasures improvements to roadway segments. The team will prepare a toolbox of systemic safety mitigations that can be applied citywide, or on key parts of the network.

Countermeasures will include a mixture of infrastructural improvements, educational initiatives, law enforcement strategies, emergency response, policy updates, coordination activities, and other items that will contribute to the overall tapestry of roadway safety in the City. We will identify safety measures that are appropriate, cost-efficient, and proven effective countermeasures by the US Department of Transportation and the FHWA.

The toolbox will be developed in three steps:

1. The site visit locations will be used as case studies. Solutions that emerge from those will be associated with the conditions they are addressing and added to the toolbox.
2. The team will identify up to three safety emphasis areas for the City based on collision trends and patterns that can be looked at holistically to identify broader strategies that can be employed to address them.

3. The best practices review will be used to identify actions the City can take to improve the safety environment.

An implementation plan will be developed for inclusion in the LSRP report that will help the City prioritize improvements and identify potential funding sources while remaining responsive to funding opportunities for HSIP and related grants, including evolving needs as plan implementation progresses.

Task 4.3 – Develop Priority Projects

Kimley-Horn will provide recommendations for operational safety improvements and develop project sheets for up to five high crash locations to improve roadway, traffic, and pedestrian safety. The sheets will profile the existing safety performance of the location, will include an aerial photo and map, and will outline potential countermeasures that had been identified through the safety analysis and workshop tasks and been approved by the City. Each countermeasure will also have a reported benefit/cost. These sheets will provide the City with a scalable overview of the most cost-effective safety options at each location based on the level of resources available, allowing for phased implementation of multiple countermeasures, or to go straight to implementation of the most cost-effective solutions. Projects will be reviewed and recommended for available grants.

Task 4 Deliverables:

- ✓ List of Priority Criteria and Priority Areas
- ✓ Safety Countermeasure Toolbox
- ✓ Up to Ten (10) Project Sheets Including List of Potential Projects
- ✓ Cost estimates, mapping, and cost/benefit ratio of proposed safety improvements



Task 5. Implementation Program

Projects will be analyzed on their potential to reduce crash activity. Projects with the greatest and most cost-efficient crash reduction potential will be prioritized. Short-term, medium-term, and longer-term projects will be identified based on their cost and likelihood of reducing crashes.

The Kimley-Horn team will work with the City to develop an action plan and provide guidance for securing funding to address recommendations and achieve the goals and objectives identified for the LRSP.

This plan will also include a program for updates to the LRSP and an analysis procedure that City staff can use to update the network screening results to determine the effectiveness of countermeasures that have been implemented and to establish new priorities as existing ones are addressed and as roadway conditions and driver expectations change.

The implementation plan will include the recommendations for education and enforcement programs for City consideration and future HSIP/OTS grants.

Task 5: Deliverables:

- ✓ 3 Project Packages for Grant Applications
- ✓ Technical Memorandum #3: Implementation Plan
- ✓ Two Cycle 11 HSIP Applications



Task 6. LSRP Development

Task 6.1 – Draft LRSP

Kimley-Horn will prepare a Draft LRSP to document the findings of the previous tasks. The draft report will be submitted to the City for review and comment, and we will assist in circulating the Draft LRSP to identified stakeholders for review. Kimley-Horn will collect a consolidated set of comments from City staff and stakeholders to refine the report into a final document. Kimley-Horn will submit a 60% draft submittal and an 85% draft submittal of the LRSP report.

Task 6.2 – Final LRSP

Kimley-horn will respond to all comments and incorporate feedback received on the Draft LRSP into the Final LRSP. This document will guide the City's effort to improve transportation safety and reduce the number of incidents and the severity of those incidents on our transportation systems.

The LRSP will be a living document and analysis methods will be clearly outlined to facilitate future updates as the City completes projects, gets new collision data, as needs and priorities change, and seeks funding in future cycles after this report has reached its lifespan of up to five years per LRSP guidelines.

Kimley-Horn, along with City staff, will take the lead on plan adoption and present the Final LRSP to City Council.

Task 6 Deliverables:

- ✓ 60% Draft LRSP
- ✓ 85% Draft LRSP
- ✓ Final LRSP



Methodology (Section 5)

The following section describes analysis methodology undertaken to evaluate safety at a systemic level. Using a network screening process, a list of locations within the City that will most likely benefit from safety enhancements will be identified. Using historic collision data, collision risk factors for the entire network are derived. The outcomes will inform the identification and prioritization of engineering and non-infrastructure safety countermeasures that address certain roadway characteristics and related behaviors that contribute to motor vehicle collisions with active transportation users.

Existing Guidance

This process uses the latest National and State best practices for statistical roadway analysis described as follows:

Local Roadway Safety Manual

The purpose of the *Local Roadway Safety Manual: A Manual for California's Local Road Owners (Version 1.5, April 2020)* is to encourage local agencies to pursue a proactive approach to identifying and analyzing safety issues when preparing to compete for project funding opportunities. A proactive approach is defined as analyzing the safety of the entire roadway network through either a one-time network-wide analysis or by routine analyses of the roadway network.

According to the *Local Roadway Safety Manual (LRSM)*, "The California Department of Transportation (Caltrans) Division of Local Assistance is responsible for administering California's federal safety funding intended for local safety improvements."

To provide the most benefit and to be competitive for funding, the analysis leading to countermeasure selection should focus on both intersections and roadway segments and be considerate of roadway characteristics and traffic volumes. The result should be a list of locations that are most likely to benefit from cost-effective countermeasures, preferably prioritized by benefit/cost ratio. The manual suggests using a mixture of quantitative and qualitative measures to identify and rank locations that considers both crash frequency and crash rates. These findings should then be screened for patterns such as crash types and severity to aid in the determination of issues causing higher numbers of crashes and the potential countermeasures that could be most effective. Qualitative analysis should include field visits and a review of existing roadway characteristics and devices. The specific roadway context can then be used to assess what conditions may increase safety risk at the site and systematic level.

Countermeasure selection should be supported using Crash Modification Factors (CMFs). These factors are the peer reviewed product of before and after research that quantifies the expected rate of collision reduction that can be expected from a given countermeasure. If more than one countermeasure is under consideration, the LRSM provides guidance on how to apply CMFs appropriately.

Highway Safety Manual

"The AASHTO *Highway Safety Manual (HSM)*, published in 2010, presents a variety of methods for quantitatively estimating crash frequency or severity at a variety of locations." This four-part manual is divided as follows:

- A. Introduction, Human Factors, and Fundamentals
- B. Roadway Safety Management Process
- C. Predictive Method
- D. Crash Modification Factors

Chapter 4 of Part B of the HSM discusses the network screening process. The network screening process is a tool for an agency to analyze their entire network and identify/rank locations that (based on the implementation of a countermeasure) are most likely to least likely to realize a reduction in the frequency of collisions.

The HSM identifies five steps in this process:

1. **Establish Focus.** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations.** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures.** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.
4. **Select Screening Method.** There are three principal screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results.** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks to identify high risk locations based on overall collision histories. In addition to identifying the total number of collisions, this study uses a method referred to as Critical Crash Rate to analyze the data.

Analysis Techniques

Collision and Network Screening Analysis

Intersections and roadways were analyzed using four collision metrics:

- Number of Collisions
- Critical Crash Rate (HSM Ch. 4)
- Probability of Specific Crash Types Exceeding Threshold Proportion (HSM Ch. 4)
- Equivalent Property Damage Only (HSM Ch. 4)

The initial steps of the collision analysis established sub-populations of roadway segments and intersections that have similar characteristics. For this study, intersections were grouped by their control type (Signalized or Unsignalized) and segments by their roadway category (Major Arterial, Primary Arterial, Secondary Arterial, Collector Arterial, Local). Individual collision rates were calculated for each sub-population. The population level crash rates were then used to assess whether a specific location has more or fewer crashes than expected. These sub-populations were also used to determine typical crash patterns to help identify locations where unusual numbers of specific crash types are seen.

The network screening process ranks intersections and roadway segments by the number of crashes that occurred at each one over the analysis period, and then identifies areas that had more of a given type of crash than would be expected for that type of location. These included the following crash type factors:

1. Collision injury (fatal, serious injury, other visible injury, complaint of pain, property damage only)

2. Collision type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other)
3. Environmental factors (lighting, wet roads)
4. Driver behavior (aggressive)
5. Driver impairment.

With these additional factors, the locations were further analyzed and assigned a new rank.

From the results of the network screening analyses, a short-list of locations was chosen based on crash activity, crash severity, crash patterns, location type, and area to provide the greatest variety of locations covering the widest range of safety opportunities for safety toolbox development. The intent is to populate the safety toolbox with mitigation measures that will be applicable to most of the crash activity in the city. Ten locations will ultimately be selected for mitigation analysis.

Statistical Performance measures

Critical Crash Rate (CCR)

Reviewing the number of collisions at a location is a method used to understand the cost to society incurred at the local level; however, it does not give a complete indication of the level of risk for those who use that intersection or roadway segment daily. The Highway Safety Manual describes the Critical Crash Rate method which provides a statistical review of locations to determine where risk is higher than that experienced by other similar locations. It is also the first step in analyzing for patterns that may suggest systemic issues that can be addressed at that location, and proactively at others to prevent new safety challenges from emerging.

The Critical Crash Rate compares the observed crash rate to the expected crash rate at a location based on facility type and volume using a locally calculated average crash rate for the specific type of intersection or roadway segment being analyzed. Based on traffic volumes and a weighted citywide crash rate for each facility type, a critical crash rate threshold is established at the 95% confidence level to determine locations with higher crash rates that are unlikely to be random. The threshold is calculated for each location individually based on its traffic volume and the crash profile of similar facilities.

Figure 2. Critical Crash Rate Formula ¹

$$R_{c,i} = R_a + \left[P \times \sqrt{\frac{R_a}{MEV_i}} \right] + \left[\frac{1}{(2 \times (MEV_i))} \right]$$

Where,

$R_{c,i}$ = Critical crash rate for intersection i

R_a = Weighted average crash rate for reference population

P = P -value for corresponding confidence level

MEV_i = Million entering vehicles for intersection i

CCR Data Needs

CCR can be calculated using:

- Daily entering volume for intersections, or VMT for roadway segments
- Intersection control types to separate them into like populations

¹ Source: Highway Safety Manual

- Roadway functional classification to separate them into like populations
- Collision records in GIS or tabular form including coordinates or linear measures

CCR Strengths

- Reduces low volume exaggeration
- Considers variance
- Establishes comparison threshold

CCR Methodology

The process of analyzing the CCR and comparing locations (separately by intersections and segments) is a multi-step process. The first step in the process undertaken to develop initial rankings of locations is to establish a city-wide crash rate for each facility population. These populations are broken into two categories with sub-categories:

Intersection:

- Signalized
- Unsignalized

Roadway Classification:

- Major Arterial
- Minor Arterial
- Secondary
- Collector
- Local

The individual crash rate for each location was then calculated based on the associated traffic volume. This volume was either collected through data count resources or calculated based on the roadway classification. The next step was to establish a Significance Threshold. This Threshold was used to determine what level of exceedance (how much the crash rate exceeded the critical crash rate) a location must have based on traffic volume to provide a high level of confidence that the collision occurring at the location is not random. For this study, a confidence level of 95% was used. The local crash rates were then compared to Significance Threshold to see if each location exceeded the expected CCR and if so, by how much. After this analysis was completed, the locations were ranked by their categories according to that level of exceedance.

Equivalent Property Damage Only (EPDO)

The equivalent property damage only (EPDO) method is described in the Highway Safety Manual. This method assigns weighting factors to crashes based on injury level (severe, injury, property damage only) to develop a property damage only score. In this analysis, the injury crash costs were calculated for each location (based on the latest Caltrans injury costs). This figure is then divided by the injury cost for a property damage only crash. The resulting number is the equivalent number of property damage only crashes at each site. This figure allows all locations to be compared based on injury crash costs. (Highway Safety Manual, Chapter 4).

The Highway Safety Manual describes the methodology for determining the probability that crash type is greater than an identified threshold proportion. This helps to identify locations where a crash type is more likely to occur.

EPDO Data Needs

The probability of a specific crash type can be determined using collisions records with location data, and classifications of the locations (intersections or segments) studied.

EPDO Strengths

- Can be used as a diagnostic tool
- Considers variance in data
- Not affected by selection bias

The HSM methodology first determines the frequency of a specific collision type at an individual location, then determines the observed proportion of that collision type relative to all collision types at that location. A threshold proportion is then determined for the specific collision type; HSM suggests utilizing the proportion of the collision type observed in the entire reference population (e.g. throughout the entire City of Chino).

These proportions are then utilized to determine the probability that the proportion of a specific crash type is greater than the long-term expected proportion of that crash type.

Figure 3. Probability of Specific Crash Types Exceeding Threshold Proportion ²

$$P(p_i > \overline{p}_i^* / N_{observed,i} / N_{observed,i(TOTAL)}) = 1 - \text{betadist}(\overline{p}_i^*, a + N_{observed,i}, \beta + N_{observed,i(TOTAL)} - N_{observed,i})$$

Where:

$\overline{p}_i^*$ = Threshold proportion

p_i = Observed proportion

$N_{observed,i}$ = Observed target crashes for a site i

$N_{observed,i(TOTAL)}$ = Total number of crashes for a site i

² Source: Highway Safety Manual

Project Management (Section 6)

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967, our company has grown from a small group of traffic engineers and transportation planners to a multidisciplinary firm of more than 5,500 in 99 offices nationwide. Our 11 California offices include an office in Downtown Los Angeles which will serve as our home office for this LRSP.

According to *Engineering News-Record*, Kimley-Horn ranks **10th** in transportation among the nation's top 500 design firms.

Our organizational structure is comprised of our local office practice leaders, technical and project support staff; a regional leader; production managers; and business, human resource, and marketing managers. This structure has led to financial stability within the firm. In addition, we uphold a disciplined focus on business fundamentals operate the firm conservatively, and our internal controls and business standards—promoted by our leadership team—are intended to keep our foundation strong.

Kimley-Horn's approach to starting a project includes many tasks: develop a comprehensive work plan and project scope including phased tasks; identify scheduling, manpower, and materials requirements; establish a schedule showing key project tasks, milestones, and regular progress meetings; customize the work plan according to client needs and project schedule and budget; and secure a commitment from the various quality reviewers needed for our quality control and assurance plan. By the nature of its requirements, Kimley-Horn's project management system produces deliverables that are common to nearly all projects:

- ✓ Progress reports that highlight all task-related activities and allow identification and resolution of problems or issues before they affect schedule and budget
- ✓ Regular and concise technical reports that summarize the findings of each specific task so that all project team members can continually evaluate the project's progress
- ✓ Reports and results of public meetings and workshops
- ✓ Ongoing electronic communications among all members of the project team, including email and (if desired) an internet home page to allow anyone in the project area or across the nation to keep up with the progress of the project and upcoming meetings and activities
- ✓ User-friendly invoices so you can stay up to date on all project management activities
- ✓ Timely meeting summaries and notes to document the progress of the project

A Project Work Plan will be developed at the onset of the project. The Project Work Plan will contain the project scope, schedule, and budget and will identify team member roles and responsibilities. The Project Work Plan will be provided to project team members so that we are working toward the same goals and everyone understands their roles. Subconsultants will be managed using formal subcontracts specifying required deliverables, budget, and schedule. The team will be managed to engage technical specialists to address specific project issues at appropriate phases of the project such that the team organization is transparent to the City.

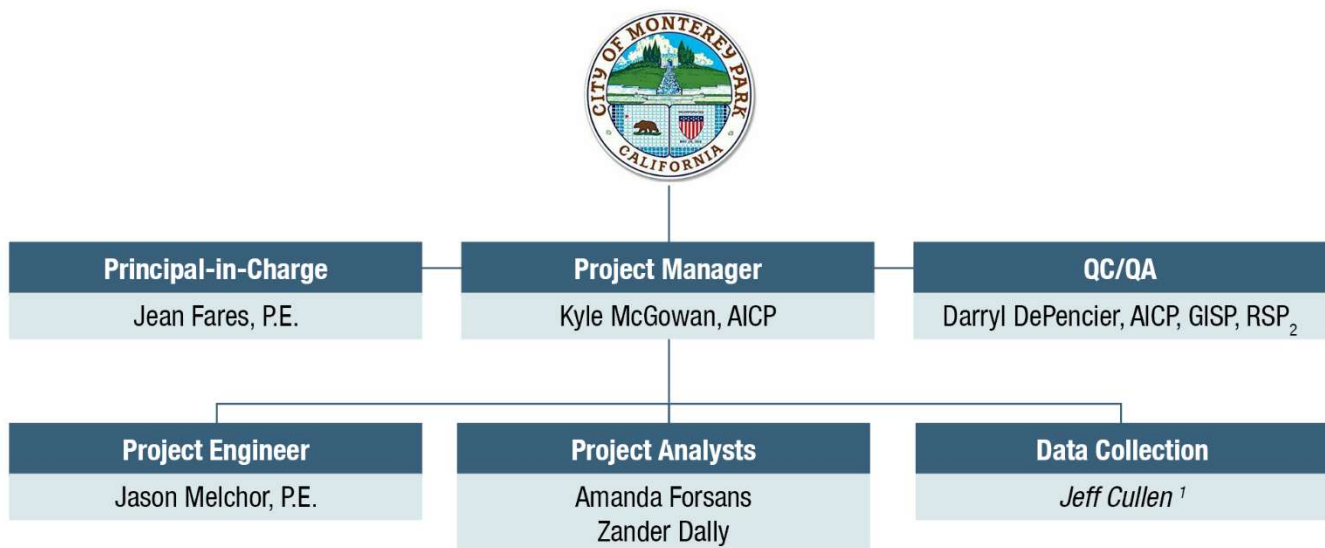
Assigned Personnel (Section 7)

Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City of Monterey Park. Notably, our team will be managed by **Kyle McGowan, AICP**, a successful Kimley-Horn project manager with over six years of experience on traffic safety projects. Kyle and his team have a thorough knowledge of the LRSP process and extensive experience coordinating communications between stakeholder groups and City staff throughout plan development. Kyle will serve as your point of contact and will maintain a close working relationship with City staff throughout the duration of the project. He will oversee a team of well-qualified individuals as well as one subconsultant, who are experienced in safety planning and engineering.

Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc. (Crossroads)**, a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. With over 30 years of experience, Jeff Cullen will work alongside Kimley-Horn to collect data for this project as the Crossroads team has done on many projects across California.

Kimley-Horn has the required license to perform the scope of services for this project. Specific information regarding relevant individual licenses can be found in the resumes section below. These resumes also outline the education, credentials, training, and related experience of our team members. Our team has the availability necessary to support the City throughout the term of this contract.

The organizational chart below delineates the roles and responsibilities of our personnel on this pursuit. Full resumes are provided for our key personnel beginning on the following page.



Subconsultants:

1. Crossroads Software

Kyle McGowan, AICP



Project Manager

Kyle has more than six years of experience in the traffic engineering field. His experience providing engineering design support includes crash and roadway analyses, document review, and data collection. Kyle has also been involved in the implementation of Goods Movement, Connected

Vehicle, and Integrated Corridor Management (ICM) projects in southern California, where he utilized ArcGIS and design skills to prepare reports and maps of ITS infrastructure improvements. He is proficient with Synchro, Adobe Creative Suite, and SPSS.

Professional Credentials

- Master of Urban Planning, University of Southern California
- Bachelor of Science, Urban and Regional Planning, University of Arizona
- American Institute of Certified Planners #33483

Relevant Experience

- City of Santa Clarita, SSAR, Santa Clarita, CA – Analyst
- City of Santa Clarita, LRSP, Santa Clarita, CA – Analyst
- City of Eastvale, SSAR, Eastvale, CA – Analyst
- City of Perris, LRSP, Perris, CA – Analyst
- City of Palm Desert, LRSP, Palm Desert, CA – Analyst
- City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA – Analyst
- City of Chino, Engineering & Traffic Survey – Project Manager
- City of Seal Beach, LRSP, Seal Beach, CA – Analyst
- County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Analyst
- City of Indio, LRSP, Indio, CA – Analyst
- County of Mono, SSAR, Mono County, NV – Analyst
- City of Inglewood, Stadium Alternative Mitigation Measure: Intelligent Transportation Systems (ITS) Improvements, Inglewood, CA – Analyst
- LA Metro, Arterial ITS Inventory Tool Expansion (ITS First), Los Angeles County, CA – Analyst
- LA Metro, Los Angeles County Regional ITS Architecture (RITSA) Update, Los Angeles, CA – Analyst
- City of Santa Clarita, ITS Phase VII, Santa Clarita, CA – Analyst
- San Diego Association of Governments (SANDAG), San Diego and Western Riverside Counties Regional Park & Ride Strategy, San Diego/Western, Riverside, CA – Analyst

Jean Fares, P.E.



Principal-in-Charge

Jean has more than 30 years of professional experience in the fields of traffic and transportation engineering, including systematic safety analysis, traffic signal design, signal system design, traffic signal timing, traffic operations, signing and marking plans

preparation, and traffic control plans. In addition to signal design and corridor signal operations, Jean has extensive experience with ITS technologies.

Professional Credentials

- Bachelor of Science, Architecture, California State Polytechnic University, Pomona
- Professional Engineer in CA #TR2097

Relevant Experience

- City of Santa Clarita, SSAR, Santa Clarita, CA – Project Manager
- City of Santa Clarita, LRSP, Santa Clarita, CA – Project Manager
- City of Perris, LRSP, Perris, CA – QC/QA Manager
- City of Palm Desert, LRSP, Palm Desert, CA – Project Manager
- City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA – QC/QA Manager
- County of Ventura, LRSP, Ventura County, CA – Principal-in-Charge
- City of Ventura, SSAR, Ventura, CA – Project Engineer
- City of Chino, On-Call Traffic Engineering Services, Chino, CA – Project Manager
- City of Seal Beach, LRSP, Seal Beach, CA – Principal-in-Charge
- County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Manager
- City of Glendale, On-Call Traffic Engineering Services, Glendale, CA – Project Manager
- City of Thousand Oaks, On-Call Traffic Engineering Services, Thousand Oaks, CA – Project Manager
- City of Culver City, On-Call Traffic Engineering Services, Culver City, CA – Project Manager
- City of Downey, On-Call Traffic Engineering Services, Downey, CA – Project Manager
- County of Los Angeles, On-Call Traffic Engineering Services, Los Angeles County, CA – Project Manager
- City of Palmdale, On-Call Signal Design Services, Palmdale, CA – Project Manager
- City of Agoura Hills, On-Call Traffic Engineering, Agoura Hills, CA – Project Director
- City of Porterville, On-Call Civil and Traffic Engineering, Porterville, CA – Project Manager
- County of Riverside, On-Call Traffic Engineering Services, Riverside County, CA – Project Manager
- City of La Quinta, SSAR, La Quinta, CA – Project Manager
- City of Indio, LRSP, Indio, CA – Project Manager

Darryl dePencier, AICP, GISP, RSP_{2B}



Quality Control Manager

Darryl has been conducting transportation safety for more than 15 years. He has developed tools to root out the spatial relationships between crash events to determine the factors and conditions that increase the probability of vehicle crashes. His experience ranges from establishing safety policy language to network screening, crash site engineering reviews and developing countermeasure toolboxes. Darryl also conducts statistical analyses of crash activity using methods presented in the Highway Safety Manual, the Local Roadway Safety Manual, and customized analyses for unusual locations or conditions. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

Relevant Experience

- City of Artesia, LRSP, Artesia, CA – Project Manager
- City of Santa Clarita, SSAR, Santa Clarita, CA – Project Planner
- City of Anaheim, LRSP, Anaheim, CA – Project Planner
- City of Eastvale, SSAR Eastvale, CA – Project Manager
- City of Perris, LRSP, Perris, CA – Project Manager
- City of Palm Desert, LRSP, Palm Desert, CA – Project Planner
- City of Imperial Beach, LRSP, Imperial Beach, CA – Project Planner
- City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA – Project Planner
- City of Santa Cruz, LRSP, Santa Cruz, CA – Project Manager
- Caltrans, Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA – Project Planner
- Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA – Project Planner
- County of Ventura, LRSP, Ventura County, CA – Project Manager
- City of Ventura, SSAR, Ventura, CA – Project Manager
- City of Lancaster, SSARP, Lancaster, CA – Project Manager
- City of Seal Beach, LRSP, Seal Beach, CA – Project Planner
- City of La Quinta, SSAR, La Quinta, CA – Project Planner
- County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Planner
- County of San Joaquin, SSAR, San Joaquin County, CA – Project Planner

Professional Credentials

- Master of Science, Urban Spatial Analysis, University of Pennsylvania
- Bachelor of Science, Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional #273
- Road Safety Professional_{2B} #17

Jason Melchor



Project Engineer

Jason is a professional engineer with more than 20 years of experience in traffic engineering and transportation planning. He has worked with clients in Orange, Los Angeles, Riverside, and San Diego Counties to complete systemic safety studies, traffic impact studies, and

perform the technical analysis for a variety of safety projects, transportation planning projects, parking studies, transit analysis, site plan reviews, and circulation studies. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, and signal interconnect design plans. He has acted as in-house staff for the cities of Irvine and Huntington Beach to review development studies and design plans. In this role, Jason worked directly with developers and City staff to provide comments on plan and document submittals. Jason also has experience working with a variety of traffic engineering software programs and computer design packages.

Professional Credentials

- Bachelor of Science, Civil Engineering, Specialization in Transportation, University of California, Irvine
- Professional Engineer in California #C65218
- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council, Member

Relevant Experience

- City of Seal Beach, LRSP, Seal Beach, CA – Project Manager
- City of Anaheim, LRSP, Anaheim, CA – Project Manager
- City of Palm Desert, LRSP, Palm Desert, CA – Project Engineer
- City of Perris, LRSP, Perris, CA – Project Engineer
- City of Goleta, Traffic Safety Study for SSAR, Goleta, CA – Project Manager
- City of Santa Cruz, LRSP, Santa Cruz, CA – Project Engineer
- County of Ventura, LRSP, Ventura County, CA – Project Engineer
- City of La Quinta, SSAR, La Quinta, CA – Project Engineer
- City of Eastvale, SSAR, Eastvale, CA – Project Engineer
- City of Ventura, SSAR, Ventura, CA – Project Engineer
- City of Santa Clarita, SSAR, Santa Clarita, CA – Project Engineer
- County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Project Engineer
- RCTD, Horizontal Curve Assessment, Riverside County, CA – Project Engineer
- City of Santa Ana, Santa Ana Boulevard and 5th Street Bikeway, Santa Ana, CA – Project Engineer
- City of Anaheim, Gene Autry Way Improvements, Anaheim, CA – QC/QA Reviewer

Amanda Forsans



Project Analyst

Amanda's background is in civil engineering and applied mechanics backed by successful internship experience and knowledge of engineering methods, principles, specifications, and standards. She has experience working on LRSPs in the Southern California region and is very familiar with analysis required for these projects.

Professional Credentials

- Bachelor of Science, Civil Engineering, McGill University

Relevant Experience

- City of Santa Clarita, LRSP, Santa Clarita, CA – Analyst
- County of Ventura, LRSP, Ventura County, CA – Analyst
- City of Seal Beach, LRSP, Seal Beach, CA – Analyst
- City of Costa Mesa, LRSP, Costa Mesa, CA – Analyst
- City of Indio, LRSP, Indio, CA – Analyst

Zander Dally



Project Analyst

Zander has technical skills in Mapping and Spatial Analysis, Graphic Design, Travel Demand Modeling, and Statistical Analysis. He is knowledgeable in ArcGIS (ArcPro, ArcMap, ArcScene, ArcCatalog, Story Map), Adobe Creative Cloud (Photoshop, InDesign,

Illustrator), SketchUp, Canva, Bentley CUBE, IBM SPSS Statistics, and Microsoft Excel. Zander has previous experience working on LRSPs and similar transportation projects.

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, International Relations, Florida State University

Relevant Experience

- City of Costa Mesa, LRSP, Costa Mesa, CA – Analyst
- City of Seal Beach, LRSP, Seal Beach, CA – Analyst
- City of Roseville, LRSP, Roseville, CA – Analyst
- City of Tracy, LRSP, Tracy, CA – Analyst
- City of Santa Maria, LRSP, Santa Maria, CA – Analyst
- San Gabriel Valley Council of Governments, San Gabriel Valley Transit Feasibility Study, Los Angeles County, CA – Analyst
- Los Angeles County Metropolitan Transportation Authority (Metro), North Hollywood to Pasadena BRT, Los Angeles County, CA – Analyst

Jeff Cullen



Data Collection

With more than 30 years of experience in the fields of traffic/transportation, computer applications, and software development, Jeff brings an ability to develop powerful yet practical programming/hardware solutions to each project. Some of his accomplishments in the area of computer applications for transportation engineering include:

Professional Credentials

- Bachelor of Science, Computer Science with Mathematics, California State University, Fullerton

- Designing, developing, and implementing software packages for traffic collision and citation reporting and analysis; traffic signal design; graphics and mapping; radar speed study analysis and summary; license plate matching; traffic signal timing and coordination; and transportation planning
- Using the Microsoft Windows-based Crossroads Software Collision Database package to design and implement application database systems for more than 430 agencies throughout California, Nevada, and Washington, including the cities of Los Angeles, Ventura, Long Beach, Redmond, Fresno, Stockton, and Las Vegas; the counties of Riverside, Los Angeles, Ventura, San Diego, Santa Clara, San Bernardino, and Santa Clara; and many others
- Developing a full-featured Traffic Control Device Inventory System using Microsoft Access complete with GIS mapping and work order tracking capabilities

Supplementing Jeff's vast experience in computer systems and software development is hands-on involvement analyzing and summarizing data (utilizing Crossroads Software systems) and preparing traffic signal, preliminary engineering, and final design plans for numerous projects utilizing various design packages.

Relevant Experience

- City of Santa Clarita, LRSP, Santa Clarita, CA – Data Collection
- City of Santa Clarita, Citywide SSAR, Santa Clarita, CA – Data Collection
- City of Anaheim, LRSP, Anaheim, CA – Data Collection
- City of Perris, LRSP, Perris, CA – Data Collection
- City of Palm Desert, LRSP, Palm Desert, CA – Data Collection
- City of Imperial Beach, LRSP, Imperial Beach, CA – Data Collection
- City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA – Data Collection
- City of Santa Cruz, LRSP, Santa Cruz, CA – Data Collection
- City of Ventura, SSAR, Ventura, CA – Data Collection
- City of Indio, LRSP, Indio, CA – Data Collection
- City of La Quinta, SSAR, La Quinta, CA – Data Collection
- County of Imperial, SSAR for Varied Roadways, Imperial County, CA – Data Collection

Schedule (Section 8)

Kimley-Horn understands the importance of the project schedule and is dedicated to completing this project on time. We understand that the sooner this project is completed, the sooner the action plan can move forward, and the City can more effectively implement projects that reduce fatal and serious injury collisions. Our team has a proven track record of completing projects on schedule and we recognize a major factor in successful projects is adhering to all established deadlines. This ensures that projects stay on track in the review cycle, avoid delays, and that project funding is used prudently and efficiently. Kimley-Horn’s proposed schedule of work is presented below.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22
Task 1: Project Management																						
1.1 Kick-Off Meeting and Project Administration																						
1.2 Identify Stakeholders																						
1.3 Identify Project Goals and Objectives																						
1.4 Stakeholder Meetings																						
Task 2: Review of Existing Documents																						
2.1 Literature Review M																						
2.2 Best Practices Analysis TM1																						
Task 3: Selection of Emphasis Areas																						
3.1 Data Analysis TM2																						
3.2 Roadway Characteristics Inventory																						
3.3 Field Tour																						
Task 4 Countermeasure Development																						
4.1 Develop Priority Criteria and Priority Areas																						
4.2 Identify Countermeasures PS																						
4.3 Develop Priority Projects TM3																						
Task 5 Implementation Program																						
5.1 Implementation Program																						
5.2 HSIP Applications HSIP																						
Task 6 Local Roadway Safety Plan																						
6.1 Draft LRSP CT																						
6.2 Final LRSP																						

Kimley-Horn effort

City review

Program Monitoring (Section 9)

At Kimley-Horn, quality is in our DNA; we make sure all our projects go through a thorough quality control process. We start at the milestone date and back calculate critical paths and create realistic, manageable project schedules.



Work Planning. Kimley-Horn creates a work plan for every project. The work plan is a living document that shows the specific steps and the effort needed to reach each milestone. Budget hours are included for quality for each task because we believe quality is part of the deliverable, not an afterthought. This tool is initially used to estimate the budget and labor effort needed and then can be used to create a “look ahead” schedule.



Milestones/Castaheads. Milestones and Castaheads are internal tools that Kimley-Horn uses to track the workload of staff. These tools allow us to shift resources throughout the firm as necessary to meet project deadlines. Since Kimley-Horn is a one-profit-center firm, there is no need to get formal requests from a different office to pull in resources. These tools help us pull in the right people with the right experience to finish the project. We can easily integrate team members from around the firm into the project without having to sign an inter-office teaming agreement or deal with any other internal red tape. This is where Kimley-Horn is unique; we can provide the local touch of a smaller firm while also providing the resources of a national firm.



Quality Control/Quality Assurance (QC/QA). At Kimley-Horn, projects have an internal QC/QA manager assigned at the beginning of the project to provide independent overview. The QC/QA manager is typically a senior staff member who is not involved in the day-to-day responsibilities of the project, but who is qualified to conduct quality control reviews. The reviewer's duties include checking project deliverables (i.e., reports or design plans), and review and approve all work products before they are submitted to the City.

Efforts to Achieve Client Satisfaction

Beyond Kimley-Horn's internal controls to meet client deadlines, communication is an important aspect of meeting your satisfaction. We know that your time is extremely valuable, and thus we make every attempt to optimize your time when needed. We value face-to-face meeting opportunities at key and critical milestones, including design submittals, presentations of guidance documents and major project assumptions, and addressing crucial project issues that may affect the project schedule or cost. We have found that these face-to-face meetings are valuable and have resulted in more effective and efficient communication. When faced with complexities and challenges, our approach is to present ideas and recommendations to help you resolve them quickly and cost-effectively.

We are not shy about asking how we are doing. In fact, Kimley-Horn performs client quality calls to gather honest feedback about what we can do better. It is critical to communicate early and often to make sure we are meeting your expectations.

KIMLEY-HORN QUALITY CONTROL IS



ACHIEVED

Through adequate planning, coordination, supervision, and technical direction



CONTROLLED

By assigning a manager to evaluate all work flow and procedures



SECURED

Through careful surveillance of work activities by parties not involved in the initial efforts



VERIFIED

Through independent reviews by qualified staff

City Resources (Section 10)

Minimal City staff resources will be required to supplement Kimley-Horn activities on this project. Kimley-Horn will work with Crossroads Software, Inc. to obtain all required collision data from statewide and City collision databases. Kimley-Horn staff will clean and analyze the collision data and provide the analysis in a presentable format to City staff. Kimley-Horn will work with City staff to obtain all other required data for the analysis process. Kimley-Horn will prepare agendas, presentations, and other meeting materials for all project update and stakeholder meetings. City staff is expected to attend project update meetings, stakeholder meetings, and the field tour. City staff is also expected to review and comment on project deliverables such as technical memos, case study sheets, and the draft LRSP report.

Subcontractors (Section 11)



Kimley-Horn will pair our in-house, certified team with **Crossroads Software, Inc. (Crossroads)**, a California-based software development company specializing in software for traffic divisions of police departments and traffic engineering departments. Their systems produce and track traffic citation, traffic collision, and DUI arrest documents. With over 30 years of experience, Jeff Cullen will work alongside Kimley-Horn to collect data for this project as the Crossroads team has done on many projects across California.

Contractor Capability and References (Section 12)

Experience and Qualifications

Our proposed project team brings technical knowledge and partners that will enhance the progress of an accurate and effective LRSP. In summary, the Kimley-Horn team offers specialists for the following service areas to support you in this endeavor:

Traffic Engineering



Our team brings comprehensive traffic engineering experience in traffic engineering and operations and traffic studies and analyses, including the evaluation of operational characteristics, safety, capacity, circulation, flow, and access. Our traffic engineers are highly-trained and capable in using software—including VISSIM, CORSIM, HCS+, Synchro/SimTraffic, SIDRA Intersection, Signal 2020, and Transyt-7F—to evaluate the operating conditions for existing or proposed roadway configurations. In addition, our staff has the ability to translate these analyses into easy-to-understand content for the general public, as well as public officials and other stakeholders. Detailed services we provide include:

- Safety studies
- High accident location studies
- Access-Egress and internal circulation studies
- Speed, classification, and volume studies
- Origin-Destination studies
- Traffic calming studies and cut-through analysis
- Data collection
- Collision analysis
- Freeway, arterial, and intersection capacity analysis
- Interchange justification/modification reports
- Traffic simulation/animation
- Sidewalk needs studies
- Asset inventory
- Traffic Impact Analysis (TIA) studies
- Roundabout feasibility studies
- Median modification studies
- Maintenance of traffic plans
- Expert testimony

LRSP



Kimley-Horn understands that an LRSP is a proactive approach to safety analysis. Existing crash patterns show part of the safety picture, but only show us where crashes have occurred, not necessarily where conditions that elevate the risk of crashes exist. An LRSP is intended to identify high crash locations within a city or county and diagnose what conditions might contribute to that elevated crash activity. The LRSP then identifies countermeasures that can be applied systemically throughout the city or county where those conditions exist to remove those higher risk conditions before crashes occur. We recognize that an LRSP is not fixed in its scope or breadth and that each jurisdiction faces unique safety challenges, driver behavior patterns, and historical roadway development. Our approach is to explore what is normal within the City of Monterey Park. In an effort to provide completeness and to set safety benchmarks customized for the City, our approach will be to:

- Refine the work plan with City staff
- Conduct a citywide network screening to establish crash rate benchmarks for intersections and roadway segments
- Identify locations with the highest crash volumes and highest risk factors based on network screening (from the designated corridors and intersections)
- Map crash patterns at higher crash locations

- Conduct field review of higher crash locations
- Identify countermeasures that would likely reduce crashes
- Establish template projects and benefit/cost assessments to produce short, medium, and long-term projects that the City can pursue funding for
- Actively engage with stakeholders
- Focus on driver behavior factors as well as roadway engineering

Bicycle and Pedestrian Planning



We prioritize implementable solutions that enable safe and comfortable access for multimodal users, accounting for bicyclists and pedestrians of various ages and abilities. Our bicycle and pedestrian planning experience includes municipal, regional, and statewide plans, corridors, and wayfinding studies. We have successfully actualized countless on-street bikeway, sidewalk, and greenway designs as well as innovative operational studies such as for in-road bicycle detection systems. We are frequently asked to take our bicycle and pedestrian planning projects from design to construction administration, demonstrating our clients' trust in the quality of our project delivery and resulting product.

Traffic Data Collection



Our team members are skilled at using manual and advanced technology to collect traffic data. Based on the need, our team can capture field data with basic methods or through the use of portable GPS devices that allow digital photo linking capabilities and direct importation into GIS mapping and software such as ESRI ArcGIS. We take care to obtain accurate data because it is the basis for a traffic study. Often, some data (such as accident reports or recent traffic counts) can be obtained from existing sources. However, if new data is needed, Kimley-Horn knows the criteria for data collection, documentation, and compilation.

Grant Writing



Our planning studies are geared toward practical, community-based solutions that meet the objectives of many grant programs. We have a consistent record of winning grants from the Active Transportation Program (ATP), Smart Growth Program, and HSIP. With our recent experience completing the statewide HSIP implementation plan, we have the most direct pipeline to obtaining funding. In the past few years alone, we have helped clients secure more than \$200 million for the implementation of various projects. We can harness our experience to assist the City with understanding deadlines, application processes, and scoring criteria associated with grant funding. Identifying projects through the LRSP is an important first step; getting them funded and built is key to actualizing change.

Caltrans Knowledge



Kimley-Horn has completed projects in more than 70 municipalities in California, many of which involved some level of coordination with Caltrans. As a result, we have developed a clear understanding of standards, procedures, and local assistance programs. Our established relationships with Caltrans staff in various districts, including District 7, and our experience on the ongoing SHSP project will prove useful to future LRSPs. Kimley-Horn and the proposed team offer insights to navigating regulatory challenges, codes, procedures, and infrastructure requirements.

Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP)

RFP # 8171745

Project Experience

Kimley-Horn has vast consecutive experience working with local and state agencies to develop their safety projects across California (demonstrated by the map below). Project manager Kyle McGowan has over six years of safety experience alone. The following pages describe the applicable experience of the proposed team along with client references to demonstrate the depth of familiar projects and quality of Kimley-Horn's services within California.



City of Santa Clarita, SSAR/LRSP, Santa Clarita, CA

Kimley-Horn developed a bicycle and pedestrian-focused SSAR for the City of Santa Clarita. The report focused on the locations and factors involved with bicycle and pedestrian crashes in the City and included a toolbox of countermeasures specifically tailored to improving bicycle and pedestrian safety. Kimley-Horn is also developing an LRSP focused on all roadway users. This plan uses a statistical evaluation of citywide crash data to identify emphasis areas that the City can focus on safety resources to reduce traffic injuries. The plan includes a broader countermeasure toolbox of engineering, policy, program, and enforcement measures that the City can draw from.

 *Project Team: Darryl dePencier, Project Planner; Jean Fares, Project Manager; Kyle McGowan, Analyst*

City of Perris, LRSP, Perris, CA

Kimley-Horn assisted the City of Perris with their LRSP to help prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addressed safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP resulted in a set of data-driven recommendations, coupled with input from key stakeholders representing the four E's of safety included in the SHSP; engineering, enforcement, education, and emergency services.

 *Project Team: Darryl dePencier, Project Manager; Jason Melchor, Project Engineer; Kyle McGowan, Analyst*

City of Palm Desert, LRSP, Palm Desert, CA

Kimley-Horn developed an LRSP for the City of Palm Desert that identified the trends and patterns for traffic collisions in the City and included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.

 *Project Team: Darryl dePencier, Project Manager; Jean Fares, Principal-in-Charge; Kyle McGowan, Analyst*

City of Artesia, LRSP, Artesia, CA

Kimley-Horn is working with the City of Artesia to develop an LRSP that uses local crash histories to identify trends and patterns within the City that will inform the development of a customized countermeasure toolbox. The plan will identify locations with higher crash rates, higher crash costs, and crash patterns to determine the physical roadway characteristics and driver attributes that contribute to the largest number and highest severity of crashes.

 *Project Team: Darryl dePencier, Project Manager; Jason Melchor, Project Engineer*

City of Anaheim, LRSP, Anaheim, CA

The City of Anaheim received grant funding from Caltrans to conduct an LRSP to help the City identify and prioritize the most effective ways to improve traffic safety for all users, as part of a statewide goal to reduce traffic injuries and fatalities. The LRSP addresses safety through roadway improvements, measures to modify driver behavior, and improved emergency response. The LRSP has resulted in a set of data-driven recommendations, coupled with input from key stakeholders representing the four E's of safety included in the SHSP: engineering, enforcement, education, and emergency services. Kimley-Horn is developing the LRSP for the City, which includes a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.

 *Project Team: Darryl dePencier, Project Planner; Jason Melchor, Project Manager*

City of Eastvale, SSAR, Eastvale, CA

Kimley-Horn provided engineering services to prepare an SSAR with a focus on addressing safety concerns for vehicular and pedestrian patterns associated with available collision data for the most recent three- or five-year period for which data is available. The goal was to provide the City with an overall understanding of available traffic data and safety analysis to identify areas with a high risk for collisions that will allow the City to plan for future safety improvements for the short, mid, and long-term.



Project Team: Darryl dePencier, Project Manager; Jason Melchor, Project Engineer

City of Imperial, LRSP, Imperial Beach, CA

Kimley-Horn provided traffic safety services to prepare an LRSP, including a citywide traffic collisions analysis identifying safety issues throughout the City's road network. The overall goal of this project was to provide the City with a detailed understanding of high-risk locations for collisions and identify engineering, education, and enforcement countermeasures that would allow the City to plan for future safety improvements for the immediate, mid-range, and long-term. This document provided guidance on selecting projects that will be well defined for future grant cycles. The project involved partnership with Crossroads and detailed crash data analysis to identify the number of collisions collision risk factors and rates, collision types and severity, crash rates, and various environmental variables. Based on the findings for Imperial Beach having more frequent vulnerable user crashes (pedestrian, bicycle, motorcycle), infrastructure and non-infrastructure countermeasure recommendations to reduce the likelihood of future crashes were identified. The project also included public outreach and involvement to get feedback from residents.



Project Team: Darryl dePencier, Project Planner

City of Santa Cruz, LRSP, Santa Cruz, CA

Kimley-Horn is developing an LRSP for the City of Santa Cruz. The plan includes an evaluation of best safety practices and common safety challenges in the City. Our efforts included a field tour with key stakeholders while applying the necessary social distancing and safety measures. We accompanied the field investigation with successful virtual stakeholder meetings to gather additional stakeholder input. We have also included a customized toolbox of countermeasures that address the most common local challenges that align with statewide funding priorities.



Project Team: Darryl dePencier, Project Manager

Caltrans, Safety Performance Management Target Setting Analysis, Statewide, CA

Kimley-Horn was selected for this project to assist Caltrans in coordinating with stakeholders across the state—including state agencies, MPOs, and tribal governments—to establish annual Safety Performance Measure Targets (SPMTs). Under the FAST Act, Caltrans is required to establish annual safety targets for each of the following five performance measures: 1) number of fatalities, 2) rate of fatalities, 3) number of serious injuries, 4) rate of serious injuries, and 5) number of non-motorized fatalities and non-motorized serious injuries. The project successfully set a process to assess roadway safety to assist with the planning on how to most effectively allocate safety funding. This project included stakeholder coordination and the development of a safety performance measure target dashboard developed with Tableau software. Some aspects of this dashboard are now available within the California SHSP Crash dashboard at <https://shsp.dot.ca.gov/>.



Project Team: Darryl dePencier, Project Planner

Alternative Proposals (Section 13)

We have no alternative proposals to provide.

Conflict of Interest (Section 14)

At the time of writing this proposal, Kimley-Horn has no known conflicts of interest that would impact our ability to complete the scope of work outlined in the RFP.

Fee Proposal

Per the RFP, our fee proposal has been submitted in a separate sealed envelope.

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:

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

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. 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 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.

Professional liability coverage must be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

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 form may render the bidder's proposal "nonresponsive."

April 20, 2022
Date

 Jean B. Fares
Bidder Kimley-Horn and Associates, Inc.

PROPOSAL FOR
Planning & Engineering Services for the Preparation of Local Roadway Safety Plan (LRSP)
RFP # 8171745

Part II: Cost Proposal

Kimley-Horn
660 South Figueroa Street
Suite 2050
Los Angeles, CA 90017
TEL 213.261.4040

TEL 213.261.4040

		Kimley-Horn and Associates, Inc.									
194.77% Overhead%	Name	Kyle McGowan	Jean Fares	Darryl dePencier	Sr. Professional II	Sr. Professional I	Professional	Analyst	Project Support		
		Project Manager	Principal-in-Charge	QA/QC Manager						Total Hours	Total Cost
194.46% Overhead% w/o FCCM	Category/Title	\$43.37	\$106.07	\$66.23	\$84.41	\$69.70	\$58.42	\$42.87	\$40.78		
10% Fee%	Direct Rate	\$140.61	\$343.90	\$214.73	\$273.67	\$225.98	\$189.41	\$138.99	\$132.22		
	Billing Rate										
Task 1	Project Management	18	2				12	28		60	\$ 9,383.46
1.1	Kick-off Meeting and Project Administration	8					2	4		14	\$ 2,059.68
1.2	Identify Stakeholders	2	2				2	4		10	\$ 1,903.80
1.3	Identify Project Goals and Objectives	2					2	4		8	\$ 1,216.00
1.4	Stakeholder Meetings	6					6	16		28	\$ 4,203.98
Task 2	Review of Existing Planning Documents	5					5	9		19	\$ 2,901.02
2.1	Literature Review	2					2	6		10	\$ 1,493.99
2.2	Best Practices Analysis	3					3	3		9	\$ 1,407.03
Task 3	Data Collection and Analysis	14					16	39		69	\$ 10,419.75
3.1	Data Analysis	6					12	23		41	\$ 6,313.36
3.2	Roadway Characteristics Inventory	2					4	8		14	\$ 2,150.78
3.3	Field Tour	6						8		14	\$ 1,955.61
Task 4	Countermeasure Development	6	2	2	9	8	13	44		84	\$ 14,809.70
4.1	Develop Priority Criteria and Priority Areas	2			2	2	3	12		21	\$ 3,516.64
4.2	Identify Countermeasures	2	2		4	3	4	12		27	\$ 5,167.16
4.3	Develop Priority Projects	2		2	3	3	6	20		36	\$ 6,125.90
Task 5	Implementation Program	3					3	12		18	\$ 2,657.96
5.1	Implementation Program	3					3	12		18	\$ 2,657.96
Task 6	LRSP Development	9		2			12	20	8	51	\$ 7,805.40
6.1	Draft LRSP	6		2			8	12	4	32	\$ 4,985.15
6.2	Final LRSP	3					4	8	4	19	\$ 2,820.26
	TOTAL HOURS	55	4	4	9	8	61	152	8	301	
	Subtotal Labor:	\$ 7,733.69	\$ 1,375.58	\$ 858.91	\$ 2,463.04	\$ 1,807.83	\$ 11,553.83	\$ 21,126.69	\$ 1,057.72		\$ 47,977.29
	Other Direct Costs										\$ 2,000.00
	Crossroads (Data Collection)										\$ 2,000.00
	TOTAL COST:										\$ 49,977.29



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Traffic Signal Improvements – Receive and Appropriate Additional Highway Safety Improvement Program (HSIP) Cycle 7 Grant Funds and Issue Task Order to Transtech Engineers

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to receive and appropriate an additional \$100,000 in Highway Safety Improvement Program (HSIP) Cycle 7 Grant Funds;
2. Authorizing a Task Order to Transtech Engineers, in an amount not to exceed \$100,000, for Construction Engineering Services for the HSIP Cycle 7 Traffic Signal Improvement project; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The Project is not anticipated to have any significant impacts with regards to traffic, noise, air quality or water quality.

EXECUTIVE SUMMARY:

The City was awarded a grant from Caltrans Highway Safety Improvement Program (HSIP) Cycle 7 for traffic signal improvements, CIP Project No. 96004. The City was recently awarded an additional \$100,000 from Caltrans for this project. Staff recommends receiving and appropriating the additional funding for construction phase. Additionally, staff recommends issuing a Task Order under the City's On-call Engineering Agreement 2282-A with Transtech Engineers, in an amount not to exceed \$100,000, for the required Construction Engineering Services. Staff recommends transferring \$100,000 of Measure R Funds from construction phase to construction engineering phase to pay for the required services.

BACKGROUND:

The City was awarded a grant from Caltrans Highway Safety Improvement Program (HSIP) Cycle 7 for traffic signal improvements at three downtown intersections: (1) Garfield Avenue and Hellman Avenue; (2) Garfield Avenue and Emerson Avenue; and (3) Alhambra Avenue and Hellman Avenue. The plans, specifications and estimates (bid package) was prepared by KOA Corporation in compliance with HSIP grant scope to improve the overall traffic safety and signal operations at these intersections. The signal improvements include installation of left-turn phasing as well as improvements to bring crosswalks and ADA ramps into compliance with appropriate standards.

The City was awarded a total of \$832,500 from Caltrans HSIP Cycle 7 grant for Traffic Signal Improvements CIP Project No. 96004. A local match of \$301,050 from Measure R Local Return funds has also been budgeted for a total project budget of \$1,133,550.

The City was recently awarded an additional \$100,000 from Caltrans for this project. Staff recommends receiving and appropriating the additional funding for construction phase. Caltrans HSIP projects require Construction Engineering services including a Resident Engineer and Construction Manager to maintain required Caltrans compliant construction records throughout the term of the project. Additionally, the Resident Engineer and Construction Manager will be needed to assist with the City's process reviews (audit) by Caltrans, required for federal project compliance.

Staff recommends issuing a Task Order, under the City's On-call Engineering Agreement 2282-A, to Transtech Engineers in an amount not to exceed \$100,000 for the required Construction Engineering Services. Transtech has supported the City since the application phase of the HSIP Cycle 7 grant and is able to provide both a Resident Engineer and Construction Manager to this project. Additionally, they will provide field inspections and field reviews as needed during project. Staff recommends transferring \$100,000 of Measure R Funds from construction phase to construction engineering phase.

FISCAL IMPACT:

Staff recommends receiving and appropriating \$100,000 in HSIP Funds to Capital Improvement Project No. 96004.

Below is the project funds breakdown:

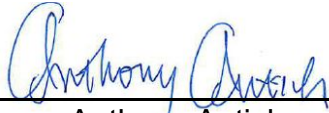
	Caltrans HSIP Funds (Federal)	Caltrans HSIP Local Match (Measure R)	Measure R Local Funds	TOTAL
Construction Contract + 10% contingency	\$932,500	\$103,611	\$97,439	\$1,133,550
Construction Engineering Services	\$0	\$0	\$100,000	\$100,000
TOTAL	\$932,500	\$103,611	\$197,439	\$1,233,550

Staff Report

Page 3 of 3

July 6, 2022

Respectfully submitted by:



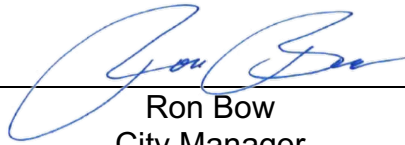
Anthony Antich
Interim Director of Public Works

Reviewed by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. Caltrans Additional Funds – Form E-76

ATTACHMENT 1

Caltrans Additional Funds - Form E-76

AMENDMENT MODIFICATION SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 07-LA-0-MONP

PREFIX: HSIPL

PROJECT NO: 5231(016)

SEQ NO: 2

STATE PROJ NO: 0719000196L-N

ALT. PROJ NO:

AGENCY: MONTEREY PARK

ROUTE:

DISASTER NO:

TIP DATA

MPO: SCAG

FSTIP YR: 20/21

STIP REF:

FSTIP ID NO: SCAG015/HSIP7-07-019

PROJECT LOCATION:

GARFIELD AVE & HELLMAN AVE; GARFIELD AVE & EMERSON AVE; AND ALHAMBRA AVE & HELLMAN AVE WITH ALMANSOR ST.

TYPE OF WORK:

IMPROVE SIGNAL TIMING AND INSTALL PEDESTRIAN COUNTDOWN SIGNAL

FED RR NO'S:

PUC CODES:

PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN

ENV STATUS / DT: 04/12/2019

RW STATUS / DT: 1 08/07/2020

INV RTE:

BEG MP:

END MP:

BRIDGE NO:

PREV AUTH / AGREE DATES:

PE:

R/W:

CON:

SPR:

MCS:

OTH:

PROJECT END DATE (PED): 09/30/2024

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
MS30	30	21				
ZS3E	30	21				
ZS3E	31	17				

FUNDING SUMMARY

PHASE		PROJECT COST	FEDERAL COST	AC COST
PE	PE PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	PE THIS REQUEST	\$0.00	\$0.00	\$0.00
	PE SUBTOTAL	\$0.00	\$0.00	\$0.00
R/W	RW PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	RW THIS REQUEST	\$0.00	\$0.00	\$0.00
	RW SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	CON PREV. OBLIGATION	\$926,000.00	\$832,500.00	\$0.00
	CON THIS REQUEST	\$110,111.00	\$100,000.00	\$0.00
	CON SUBTOTAL	\$1,036,111.00	\$932,500.00	\$0.00
OTH	OTH PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	OTH THIS REQUEST	\$0.00	\$0.00	\$0.00
	OTH SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:		\$1,036,111.00	\$932,500.00	\$0.00

STATE REMARKS

01/11/2021 Sequence #1: RFA for CON

03/08/2021 Seq#1: Authorize federal funds to CC and CE in the amounts of \$810,000.00 and \$22,500.00, respectively under ZS3E. EPSP and lumpsum selected. This is cycle 7 (HSIP7-07-019).

05/19/2022 Sequence #2: Request additional CON fund after award

06/03/2022 SEQ#2: Construction contract award adjustment based on the award package. Obligating additional MS30 funds in the amount of \$100,000 via post-programming adjustment. The PED is being extended from 7/31/2023 to 9/30/2024 due to COVID-19 impacts delaying the start of construction.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON
FOR: AWARD COST ADJUST
DOCUMENT TYPE: AMOD

PREPARED IN FADS BY: NGUYEN, MAI KHOI
REVIEWED IN FADS BY: VANG, TOU
SUBMITTED IN FADS BY: VANG, TOU
PROCESSED IN FADS BY: SIGNATURE, NOT_REQUIRED
E-76 AUTHORIZED DATE IN FMIS BY: JIYOUNG AHN

ON 2022-05-24 897-2951
ON 2022-06-03 741-4156
ON 2022-06-03 FOR CALTRANS
ON 2022-06-03 FOR FHWA
ON 2022-06-14 15:42:23.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5231(016) AS OF 06/15/2022

FHWA FMIS SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
1	JERILYNN FOGLE	06/08/2022
	JERILYNN FOGLE	06/08/2022
	JIYOUNG AHN	06/14/2022
0	JERILYNN FOGLE	03/23/2021
	JERILYNN FOGLE	03/23/2021
	JIYOUNG AHN	04/01/2021

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

DOCUMENT TYPE	SIGNED BY	SIGNED ON
AMEND/MOD	VANG, TOU	06/03/2022



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Award of Contract to Stetson Engineers, Inc. for analysis and reporting services related to potable water treatment

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a three-year Agreement, in a form approved by the City Attorney, with Stetson Engineers, Inc. for professional services in an amount not to exceed \$80,000 annually;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Stetson Engineers, Inc. has assisted the City in complying with regulations governing potable water treatment for over 25 years. Annual contracts were previously up to \$60,000. New California law, however, will require additional assistance from this Company. Staff is requesting a three-year Professional Services Agreement with Stetson Engineers, Inc. for an amount not to exceed \$80,000 annually.

BACKGROUND:

Stetson Engineers, Inc. has provided professional services to the City since 1997. The firm is a water resources specialist that is headquartered in California. It is currently contracted by the Main San Gabriel Basin Watermaster for water supply, water quality and management.

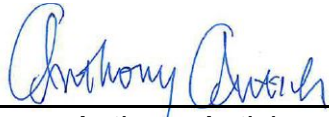
The work that the firm provides to the City includes analysis and reporting to the State Water Resources Control Board (SWRCB) to meet National Pollutant Discharge Elimination System (NPDES) compliance and Division of Drinking Water (DDW) water quality standards. Because of Stetson's familiarity with the City's complex treatment system, the the Public Works Department is also requesting its assistance with meeting new mandates for water purveyors such as Environmental Protection Agency's (EPA) polyfluoroalkyl substances (PFAS) testing, and the California's water conservation program (e.g., Water Annual Assessment).

Staff is requesting City Council approval to execute a three-year Agreement with Stetson Engineers, Inc. for professional services to the Water Division for an amount not to exceed \$80,000 annually.

FISCAL IMPACT:

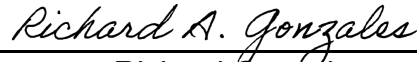
The cost for the Agreement with Stetson Engineers is included in the adopted budget. Funds that are used for these services are Water Operations and Water Treatment (401 and 402).

Respectfully submitted by:



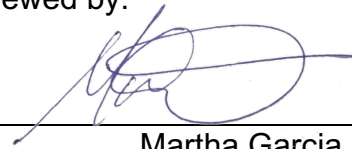
Anthony Antich
Interim Director of Public Works

Prepared by:



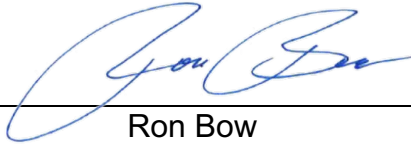
Richard Gonzales
Water Utility Manager

Reviewed by:



Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT

1. Stetson Engineers Scope of Work

ATTACHMENT 1

Stetson Engineers Scope of Work

SCOPE OF WORK

Stetson Engineers Inc. (Stetson) is pleased to assist the City of Monterey Park (City) prepare the monthly reports for the City to submit to the State Water Resources Control Board, Division of Drinking Water (DDW). Stetson has considerable experience in the review and preparation of water quality data reports, including the Consumer Confidence Reports that Stetson prepares annually for the City, which utilize information from the City's monthly DDW reports. Stetson also prepares the monthly letter reports to DDW for the raw water quality data collected by Stetson for the City, through the Main San Gabriel Basin Watermaster. Stetson's proposed scope of work includes (1) review the monthly water quality data and operation data provided by the City for completeness, and (2) tabulate the monthly water quality data and operation data provided by the City, in the DDW report format, as provided by the City. It is requested the City provide all the water quality data and operation data in a spreadsheet format, along with all supporting laboratory reports, at least two weeks prior to a monthly mutually-agreed due date with City staff. The completed DDW monthly reports will be provided to the City in a spreadsheet format, and will be transmitted via e-mail to the City for review and signature. The City is responsible for signing and transmitting the monthly reports to DDW. Stetson is available to assist the City transmit the City-signed monthly reports to DDW, if necessary.

Standard Billing Rate Schedule

Professional Fees

Principal	\$237.00	Per Hour
Special Project Director	\$237.00	Per Hour
Project Manager, Senior	\$206.00	Per Hour
Supervisor I	\$206.00	Per Hour
Supervising Soil Scientist	\$191.00	Per Hour
Supervisor II	\$191.00	Per Hour
Supervisor III	\$185.00	Per Hour
Senior I	\$165.00	Per Hour
Senior II	\$149.00	Per Hour
Senior III	\$134.00	Per Hour
Construction Manager	\$134.00	Per Hour
Construction Manager / Oversight	\$118.00	Per Hour
Senior Construction Inspector	\$118.00	Per Hour
Senior Field Geologist	\$134.00	Per Hour
Senior Associate	\$128.00	Per Hour
Associate I	\$122.00	Per Hour
Associate II	\$116.00	Per Hour
Associate III	\$111.00	Per Hour
Associate Soil Scientist	\$111.00	Per Hour
Senior Assistant	\$103.00	Per Hour
Assistant I	\$98.00	Per Hour
Assistant II	\$93.00	Per Hour
Assistant Soil Scientist	\$93.00	Per Hour
Assistant III	\$88.00	Per Hour
GIS Manager	\$122.00	Per Hour
GIS Specialist I	\$101.00	Per Hour
GIS Specialist II	\$91.00	Per Hour
Technical Illustrator	\$88.00	Per Hour
AutoCAD Technician	\$88.00	Per Hour
Soil Technician	\$77.00	Per Hour
Aide I	\$72.00	Per Hour
Aide II	\$62.00	Per Hour
Aide III	\$57.00	Per Hour
Project Coordinator I	\$134.00	Per Hour
Project Coordinator II	\$98.00	Per Hour
Project Coordinator III	\$88.00	Per Hour
Contract Management	\$103.00	Per Hour
Administrative I	\$72.00	Per Hour
Administrative II	\$67.00	Per Hour
Administrative III	\$62.00	Per Hour

Effective January 1, 2019

Direct Expense Rates

Expense Description	Billing Rate
Fax	\$0.30 / Page
Mileage	\$* / Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Specialty Computer Expense (In-House)	\$15.00 / Hour
4x4 Truck with Drill Rig	\$150.00 / Day
Survey Equipment	\$120.00 / Day

Notes:

- 1) * Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Anthony Antich, Interim Director of Public Works
SUBJECT: Approval of the Sixth Amendment to SA Associates' Professional Services Agreement for the Centralized Groundwater Treatment System

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the Sixth Amendment, in a form approved by the City Attorney, to the Professional Services Agreement with SA Associates for construction management of the Centralized Groundwater Treatment System, for an amount not to exceed \$60,000;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

SA Associates has an agreement with the City to provide construction management services for the Centralized Groundwater Treatment System. The project was augmented to incorporate a polyfluoroalkyl substances (PFAS) removal system which has extended the completion of the project. Staff is requesting the approval of the Sixth Amendment to the Professional Services Agreement to include additional construction management services for an amount not to exceed \$60,000.

BACKGROUND:

On January 4, 2017, City Council awarded SA Associates a Professional Services Agreement for construction management of the Centralized Groundwater Treatment System (CGTS) project. Engineering staff solicited proposals from four on-call general engineering firms for the work and SA Associates was determined to have the most experience in water treatment. The cost of the CGTS design-build project was nearly \$8.3M, and the cost of the construction management contract with SA Associates was \$100,000.

On February 3, 2021, City Council approved the Fourth Amendment to the Professional Services Agreement with SA Associates for additional construction management and technical support for the polyfluoroalkyl substances (PFAS) removal system that would be incorporated into the CGTS. The Fourth Amendment included a subcontractor - Trussell Technologies (an expert in advanced technologies in water treatment) - to work with the Division of Drinking Water to obtain a permit not only for the new PFAS removal system but for the CGTS.

The CGTS/PFAS project was planned to be completed in late spring of this year. The revised completion date is before the end of this calendar year. SA Associates' cost to continue to provide construction management services for the extended construction period is \$52,000.

SUMMARY OF SA ASSOCIATES' AMENDMENTS		
Original Agreement	\$100,000	Construction Management for CGTS
Amendment 1	\$6,000	Compaction & Materials Testing
Amendment 2	\$10,000	Electrical Inspections
Amendment 3	\$122,000	Extended Soils Analysis/Construction Management
Amendment 4	\$194,000	Construction Management for PFAS System
Amendment 5	\$44,000	Compaction & Materials Testing (PFAS)
Amendment 6	\$60,000	Extended Construction Management (PFAS)
TOTAL	\$536,000	

Staff is requesting that City Council approve the Sixth Amendment to the Professional Services Agreement with SA Associates for an amount not to exceed \$60,000 (\$52,000+\$8,000 contingency).

FISCAL IMPACT:

The cost for the Sixth Amendment to SA Associates' Agreement is included in the adopted budget. Funds that would be used for these services are Water Operations and Water Treatment (401 and 403).

Respectfully submitted by:



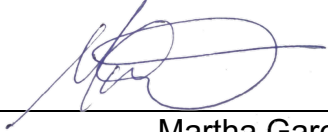
Anthony Antich
Interim Director of Public Works

Prepared by:



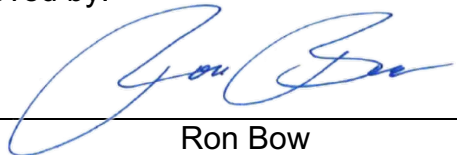
Richard Gonzales
Water Utility Manager

Reviewed by:



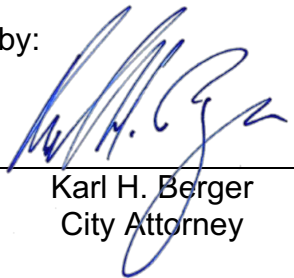
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT 1: SA Associates Proposal

ATTACHMENT 1

SA Associates Proposal

June 6, 2022

Richard Gonzales
Water Utility Manager
City of Monterey Park
320 West Newmark Avenue
Monterey Park CA 91754-2896

Subject: Proposal for Centralized Groundwater Treatment System (CGTS) Facility
Amendment: Additional Construction Management and Inspection Services

Dear Richard:

Currently, construction at the CGTS facility is on hold until the DDW gets close to providing the permit to operate the plant. The schedule breakdown is as follows:

Start of Construction	July, 2021
Original Construction Completion Date	April, 2022
Anticipated Construction Completion Date:	August, 2022

With our current invoice of May 19, 2022, we have expended 100% of the budget. Once construction starts up again in June or July, we estimate an additional 2 to 3 months of construction activity, including commissioning of the CGTS Facility.

SCOPE OF WORK

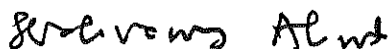
Provide additional Construction Management and Inspection Services. This is a continuation of the services we are currently providing.

FEE

Our fee to provide the additional services is **\$52,000** on a time and materials basis. This is based on an additional 12 weeks (3 months) at approximately 24 hours per week plus some administrative time. A fee breakdown, along with our Hourly Charge Rate and Expense Reimbursement Schedule, is attached.

Thank you for your consideration.

Very truly yours,



Shahnawaz Ahmad, P.E.
President
626.821.3456
sahmad@saassociates.net

CITY OF MONTEREY PARK

AMENDMENT

**CENTRALIZED GROUNDWATER TREATMENT SYSTEM
ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

FEE BREAKDOWN

Task	PM (SA)	Engr.	Des. (HM)	Insp. (RG)	Sec.	Total	
						Hours	\$
1. Inspection				288		288	38,880
2. Administration	48				24	72	12,816
Direct Costs							304
TOTAL	48	0	0	288	24	360	52,000

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Principal-in-Charge.....	\$225.00
Project Manager.....	\$180.00
Engineer.....	\$135.00
Construction Inspector.....	\$135.00
Secretary.....	\$ 84.00

Reimbursable In-House Costs:

Photo Copies	\$ 0.15/each
Blueprints	\$ 0.50/S.F.
Delivery Service, Express Mail	Cost+15%

Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at \$0.62 per mile.

NOTE: All rates are effective to December 31, 2022



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: Public Hearing - 4A

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Management Services
SUBJECT: Public Hearing and approval of the 2022-2023 Annual Action Plan as required by the Community Development Block Grant, and HOME Investment Partnerships Programs.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing to receive testimonial and documentary evidence;
2. Approve the One-year Action Plan (Action Plan) for Fiscal Year 2022-2023 for the Community Development Block Grant ("CDBG"), and HOME Investment Partnerships ("HOME") Programs;
3. Direct staff to prepare and transmit the final documents to the U.S. Department of Housing and Urban Development ("HUD");
4. Authorize the City Manager, or his designee, to take all actions necessary or desirable to implement the Annual Action Plan, and Subrecipient Agreements; and
5. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The U.S. Department of Housing and Urban Development provides funding to states, counties and cities in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. Since the City of Monterey Park is an Entitlement City, the City is eligible to receive both CDBG and HOME funds which it has for many years.

Before Monterey Park can receive these funds, federal regulations require that a Consolidated Plan (i.e., five-year plan) be adopted by the City that serves as the federal planning document for those jurisdictions receiving CDBG and HOME Investment Partnerships HOME Program funds. The Consolidated Plan was adopted by the City Council in 2020. In addition, federal regulations also require the adoption of an Annual Action Plan to the Consolidated Plan that operates on a single program year established by the City (i.e., July 1, 2022 through June 30, 2023). As required by federal requirements, the City will submit its One Year Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by the statutory deadline of August 16, 2022.

The City of Monterey Park views the Annual Action Plan requirements as an opportunity to reassess its housing needs and priorities, as well as its programs and resources in a

manner that will best meet the affordable housing and community development challenges of the Monterey Park community. The estimated City entitlement for FY 2022-23 is \$602,926 in CDBG funding and \$338,882 in HOME funding.

BACKGROUND:

The City of Monterey Park is a federal entitlement grant recipient of CDBG and HOME funds from the U.S. Department of Housing and Urban Development (HUD). As part of the process to receive funding, the City must undertake development of a Consolidated Plan and Annual Action Plan. It is called a Consolidated Plan because it consolidates the application process for HUD's four (4) entitlement grants into one consolidated plan and application. The four grants are: CDBG, HOME, Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Solutions Grant (ESG). All four grants are driven by an entitlement formula process set by the federal government. The City is eligible to participate in two (2) of these programs: CDBG and HOME.

In order to receive the FY 2022-23 allocations, the City must comply with the following requirements of the Consolidated Plan final rule regarding pre-submission requirements:

- ▶ Fulfill citizen participation requirements by conducting a public hearing to receive citizen input regarding annual funding needs;
- ▶ Publish a Draft Annual Action Plan for a 30-day comment period in order to receive citizen input regarding the final document; and
- ▶ Conduct a public hearing adopting the final Annual Action Plan.

HUD requires every state and local government that receives CDBG and HOME funding to prepare a five-year comprehensive plan which brings community needs and resources together to achieve statutory goals, and thereby address decent housing, create a suitable living environment and expand economic opportunities for the city's residents, particularly for low- and moderate- income persons. As an Entitlement Community, the City of Monterey Park is required to prepare and submit a five-year Consolidated Plan that serves as the federal planning document for receiving CDBG and HOME Program funds. The City completed its 2020-2024 Consolidated Plan in 2020.

Every year, the City is also required to prepare and submit an Annual Action Plan to HUD which serves to update and delineate efforts in the program year ahead toward meeting the priorities established by the City in its Consolidated Plan. The Annual Action Plan operates on a single program year established by the City (i.e., July 1, 2022 through June 30, 2023), whereas the Consolidated Plan covers a five-year planning period (July 1, 2020 through June 30, 2025).

CDBG Program

In reviewing the CDBG recommendations, it would be appropriate for the City Council to remember that only three broad funding categories are considered eligible under CDBG

regulations. A project must either provide benefits to low- or moderate-income persons, eliminate slum or blighted conditions, or satisfy an urgent need. In addition, of the CDBG funds received, no more than 15% (\$90,438) of the annual grant amount can be used for social service activities; no more than 20% (\$120,585) of the grant amount can be used for Planning and Administrative services; and at least 70% of all funds must be used for low-to-moderate income activities.

The Annual Action Plan continues to include funds for the Administration, and Fair Housing services.

HOME Program

In reviewing the HOME funds recommendations, it would be appropriate for the City Council to remember that no more than 10% (\$33,888) can be used for Planning and Administrative services. At least 15% (\$50,833) must be set aside for CHDO, as constituted under the regulations. The balance of funds can only be used for housing activities. Unexpended amounts were carried over from prior year budgets for Owner-Occupied Rehabilitation Loans.

In accordance with CDBG and HOME Program regulations, the proposed PY 2022-2023 One Year Action Plan proposed activities and funding are as follows:

CDBG ACTIVITIES	
Administration	\$120,585
Fair Housing	\$25,000
Langley Center Restrooms	\$457,341
Total 2022-2023 Allocation	\$602,926

HOME ACTIVITIES	
Administration	\$33,888
Homeowner/Rental Rehabilitation	\$254,161
CHDO Project	\$50,883
Total 2022-2023 Allocation	\$338,882

The public notice was published on June 3, 2022, in the Monterey Park Progress newspaper to inform the public of the 30-day public review period and July 6, 2022, Public Hearing for discussions on the 2022-2023 Annual Action Plan. The documents were available for public review from June 3, 2022 through July 5, 2022. At the time of preparing this staff report, City staff has not received any written comments concerning the Annual Action Plan. HUD requires that cities prepare and adopt a One-year Action Plan, which provides for the expenditure of CDBG, and HOME.

FISCAL IMPACT:

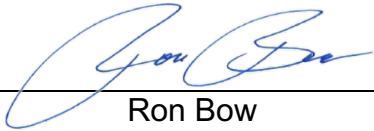
There is no fiscal impact to the General Fund.

Respectfully submitted by:



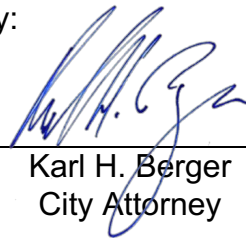
Martha Garcia
Director of Management Services

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT 1:

1. 2022-2023 Annual Action Plan

ATTACHMENT 1

2022-2023 Annual Action Plan

Annual Action Plan 2022-2023



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

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Executive Summary

1. Introduction

As a condition for the City of Monterey Park (City) to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds, the City must submit a five-year Consolidated Plan (Con Plan) outlining the jurisdiction's housing and community development needs and priorities, and an Annual Action Plan identifying how the jurisdiction plans to allocate its US Department of Housing and Urban Development (HUD) funding allocations to address those priority needs. This report utilizes HUD's current standard template for producing the 2022–2023 Annual Action Plan directly within HUD's Integrated Disbursement and Information System (IDIS).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The primary objective of the CDBG Program is the development of viable urban communities, which is achieved by providing the following General Objective Categories. The City of Monterey Park incorporated outcome measures for activities in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories - Activities will meet one of the following:

- Decent Housing (DH)
- A Suitable Living Environment (SL)
- Economic Opportunity (EO) General

Outcome Categories - Activities will meet one of the following:

- Availability/Accessibility (1)
- Affordability (2)
- Sustainability (3)

The City of Monterey Park has a range of housing and community development needs. CDBG funds alone are not adequate to address the myriad of needs identified during the public outreach process and summarized in the Needs Assessment of this Consolidated Plan. Recognizing the national objectives of the CDBG program and specific program regulations, the City intends to use CDBG funds to coordinate programs, services, and projects to create a decent and suitable living environment to benefit low- and moderate-income households and those with special needs. Needs which have been determined to be a High Priority level will receive funding during the Five-Year Consolidated Plan. The Low Priority Need may be funded based on the availability of funds. The priorities for the FY 2020-2024 Consolidated Plan

established in consultation with residents and community groups will be prioritized in the following order.

High Priority

- Improve, Maintain, and Expand Affordable Housing
- Promote Equal Housing Opportunity
- Support Economic Development Opportunities
- Planning and Administration

3. Evaluation of past performance

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low-income neighborhoods and improved the living conditions of low- to moderate-income families and individuals. Overall, the strategies and goals outlined in the Con Plan are evaluated and reported out annually through the Consolidated Annual Performance Evaluation Report (CAPER) process. The CAPER covers a program year (July 1st-June 30th) and is prepared by the City's Housing Department.

The City has made progress meeting Con Plan goals and priority needs. Many of the activities performed have contributed to stabilizing the City's low-income neighborhoods and improved the living conditions of low- to moderate-income families and individuals.

- Major activities focused on preservation of the City's affordable housing stock through renovations performed on owner-occupied housing. The scope of the renovations varied depending on the program and household needs with improvements ranging from basic health and safety improvements to full scale renovation projects eliminating blighted conditions.
- Housing Choice Vouchers (Section 8) administered by the Los Angeles County Development Authority (LACDA) on behalf of the City of Monterey Park, offered tenant assistance for those qualifying low- to moderate-income residents.
- Housing, supportive services, and case management were provided to homeless persons through several of the City's County partners such as Los Angeles Homeless Service Authority.
- The City's subrecipient, Housing Rights Center, continued to assist the City in meeting its obligations to affirmatively further fair housing choice within Monterey Park.

The most recent past performance evaluation and reporting can be found in the FY 2020–2021 Comprehensive Annual Performance Evaluation Report (CAPER). This report provides both summary and details of resources, distribution, and accomplishments for CDBG and HOME funded programs.

4. Summary of public comments

The Annual Action Plan was made available for public review from June 3, 2022, through July 5, 2022. The City prepared a notice announcing the Draft Action Plan was available for public review on the City's website and at the Monterey Park City Hall. The notice was published in the local newspaper. The notice also indicated the date, time, and location of the City Council public hearing for adoption of the Annual Action Plan and included:

- The amount of CDBG/HOME assistance expected to be received during the plan duration;
- The range of activities that are proposed under the Action Plan using CDBG and HOME funds.

No written or oral comments were received.

5. Summary of comments or views not accepted and the reasons for not accepting them

No written comments or views were not accepted.

6. Summary

Examination of 2011-2015 American Community Survey (ACS) 5-Year Estimates and the 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data, in addition to local data, as well as consultation with citizens and stakeholders revealed high priority needs to be addressed through the investment of an anticipated CDBG and HOME funds over the five-year period of the Consolidated Plan. The investment of CDBG and HOME funds in eligible activities shall be guided principally by the goals of the Strategic Plan. Activities submitted for consideration in response to any solicitation or Notice of Funds Availability (NOFA) process must conform with one of the Strategic Plan strategies and the associated action-oriented, measurable goals to receive consideration for CDBG and HOME funds.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Monterey Park's 2022-2023 Annual Action Plan is based on priorities established by the City's Five-Year Consolidated Plan. The 2022-2023 Annual Action Plan is the third year of the five-year strategy for 2020 through 2024. The Five-Year Consolidated Plan combines two Federal Department of Housing and Urban Development (HUD) Programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The City's Management Services Department, coordinates, manages plans, submits, and implements the process. The Department continues to be involved in activities which enhance the coordination between public and non-profit, private housing providers, and health and service agencies.

The 2022-2023 Annual Action Plan serves as the City's blueprint for providing decent affordable housing to lower-income households, providing suitable living environments, expanding economic opportunities, and expanding the capacity of nonprofit housing providers to the citizens of Monterey Park. This strategic plan sets forth goals, objectives, and performance benchmarks for measuring and establishing a framework for progress. This program year the City anticipates receiving a CDBG allocation of approximately \$602,926 and approximately \$338,882 in HOME funds.

The proposed plan includes the following initiatives under CDBG funding: General Administration, Public Facility Improvement, and Fair Housing. The funds serve extremely low to moderate-income residents.

HOME funded activities include General Administration, and Homeowner/Renter occupied Rehabilitation Program. The populations served are low to moderate-income residents.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	602,926	0	0	602,926	1,205,852	The Year 3 amount used is the 2022 amount. The expected amount for the remainder of the Con Plan is simply the Year 3 amount multiplied by 2. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Action Plan and the end of the 2021 Program Year.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	338,882	0	0	338,882	677,764	The Year 3 amount used is the 2022 amount. The expected amount for the remainder of the Con Plan is simply the Year 3 amount multiplied by 2. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Action Plan and the end of the 2021 Program Year.

Table 60 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Monterey Park and HUD share a mutual interest in leveraging HUD resources to the maximum extent possible to deliver high-quality affordable housing, neighborhood improvement programs, supportive services, and economic development.

Entitlement Funds

Leverage, in the context of CDBG funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's U.S. Department of Housing and Urban Development (HUD) funded programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

Other Federal Grant Programs

In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: The Section 8 Housing Choice Voucher Program, Section 202, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

It should be noted that in most cases the City would not be the applicant for these funding sources as many of these programs offer assistance to affordable housing developers rather than local jurisdictions.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that help nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low-Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects. As with the other federal and state grant programs discussed above, the City would either

competitively apply or affordable housing developers could apply for funding through these programs for particular developments in the City.

County and Local Housing and Community Development Sources

There are a variety of countywide and local resources that support housing and community development programs. Some of these programs help local affordable housing developers and community organizations while others help directly to individuals. The Mortgage Credit Certificates (MCC) Program helps first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions, including Monterey Park.

The City will use its excess match carried over from prior years to fulfill its HOME match obligation. HOME regulations allow the excess match to be carried over and applied to future HOME project match liability.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not own land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Discussion

Not Applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goals Summary Information

Goal	Category	Geographic Area	Needs Addressed		Funding	
Housing Strategy Goal #1	Affordable Housing	N/A	Affordable Housing – Rental Assistance		CDBG	\$ 0
	Start Year: 2022		Outcome:	Objective:	HOME	\$ 0
	End Year: 2023		Affordability	Provide decent affordable housing		
	Description:					
	Expand affordable rental housing opportunities, particularly for low-income persons.					
	Goal Outcome Indicator		Quantity Unit			
	Tenant-based rental assistance/Rapid Rehousing		0 Households assisted			
Housing Strategy Goal #2	Affordable Housing	N/A	Affordable Housing - Rehabilitation of Existing Units		CDBG	\$
	Start Year: 2022		Outcome:	Objective:	HOME	\$ 254,161
	End Year: 2023		Affordability	Provide decent affordable housing		
	Description:					
	Preserve existing rental and owner-occupied housing resources.					
	Goal Outcome Indicator		Quantity Unit			
	Residential Rehabilitation		3 Household housing units			

Goal	Category	Geographic Area	Needs Addressed		Funding	
Housing Strategy Goal #3	Affordable Housing	N/A	Affordable Housing – Production of new units		CDBG	\$ 0
					HOME	\$ 50,883
	Start Year: 2022 End Year: 2023		Outcome: Affordability	Objective: Provide decent affordable housing		
	Description: Increase affordable homeownership opportunities, particularly for low- and moderate-income persons.					
	Goal Outcome Indicator		Quantity Unit 1 Household Housing Units			
Homeless Strategy	Homeless	N/A	Homelessness - Outreach		CDBG	\$ 0
			Homelessness - Emergency/Transitional Shelter		HOME	\$ 0
			Homelessness - Rapid Re-Housing			
			Homelessness - Prevention			
	Start Year: 2022 End Year: 2023		Outcome: Availability/Accessibility	Objective: Create suitable living environments		
	Description: Preserve and improve the supply of supportive housing and public services for the homeless and homelessness prevention services.					
	Goal Outcome Indicator		Quantity Unit			
	Public service activities other than Low/Moderate Income Housing Benefit		0 Persons assisted			
	Homeless Person Overnight Shelter		0 Persons assisted			
Homelessness Prevention		0 Persons assisted				
Special Needs Strategy	Non-Homeless Special Needs	N/A	Community Development - Public Services		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2022 End Year: 2023		Outcome: Availability/Accessibility	Objective: Create suitable living environments		
	Description: Provide supportive services for special needs populations.					
	Goal Outcome Indicator		Quantity Unit			
	Public service activities other than low/moderate income housing benefit		0 Persons assisted			

Goal	Category	Geographic Area	Needs Addressed		Funding	
Fair Housing Strategy	Non-Housing Community Development	N/A	Community Development - Public Services		CDBG	\$ 25,000
					HOME	\$ 0
	Start Year: 2022		Outcome:	Objective:		
	End Year: 2023		Availability/Accessibility		Create suitable living environments	
	Description:					
	Continue to implement the Fair Housing laws by providing funding for further fair housing.					
	Goal Outcome Indicator		Quantity Unit			
Public service activities other than low/moderate income housing benefit		250 Persons assisted				
Community Development Strategy Goal #1	Non-Housing Community Development	N/A	Community Development - Public Infrastructure		CDBG	\$ 0
					HOME	\$ 0
	Start Year: 2022		Outcome:	Objective:		
	End Year: 2023		Availability/accessibility		Create suitable living environments	
	Description:					
	Provide needed public infrastructure improvements in target lower- and moderate-income neighborhoods.					
	Goal Outcome Indicator		Quantity Unit			
Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit		0 Persons assisted				
Other		0 Public facilities				
Community Development Strategy Goal #2	Non-Housing Community Development	N/A	Community Development - Public Facilities		CDBG	\$ 457,341
					HOME	\$ 0
	Start Year: 2022		Outcome:	Objective:		
	End Year: 2023		Availability/accessibility		Create suitable living environments	
	Description:					
	Provide for new community facilities and improve the quality of existing community facilities to serve lower- and moderate-income neighborhoods.					
	Goal Outcome Indicator		Quantity Unit			
Other		1 Public facilities				

Goal	Category	Geographic Area	Needs Addressed		Funding	
Community Development Strategy Goal #3	Non-Housing Community Development	N/A	Community Development - Public Services		CDBG	\$ 0
	Start Year: 2022		Outcome:	Objective:		
	End Year: 2023		Availability/accessibility	Create suitable living environments		
	Description:					
	Provide needed community services to serve lower and moderate-income residents.					
	Goal Outcome Indicator		Quantity Unit			
	Public service activities other than low/moderate income housing benefit		0 Persons assisted			
Community Development Strategy Goal #4	Non-Housing Community Development	N/A	Community Development - Economic Development		CDBG	\$ 0
	Start Year: 2022		Outcome:	Objective:		
	End Year: 2023		Availability/accessibility	Create suitable living environments		
	Description:					
	Expand the City's economic base and promote greater employment opportunities.					
	Goal Outcome Indicator		Quantity Unit			
	Businesses Assisted		Businesses Assisted			
	Repayment of Section 108 loan		0 Businesses Assisted			

Table 61 – Annual Goals

Projects

AP-35 Projects – 91.220(d)

Introduction

The Action Plan focuses on activities to be funded with the two federal entitlement grants CDBG and administered by the Department of Housing and Urban Development (HUD). Housing and community development needs in the City are extensive and require the effective and efficient use of limited funds. HUD allocates CDBG and HOME funding to eligible jurisdictions on a formula basis, using factors such as population, income distribution, and poverty rate.

CDBG Program - CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income. There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

1. Benefiting low and moderate income persons;
2. Aid in the prevention or elimination of slums or blight; and
3. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately \$602,926 in PY 2022-2023 CDBG funds. The City will be using \$0 program income, and \$0 carryover from prior years.

HOME Program - HOME funds are awarded annually as formula grants to participating jurisdictions (PJs) The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits. HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately \$338,882 in PY 2022-2023 HOME funds. The City will be using approximately \$0 in carryover funds from prior years.

Projects

#	Project Name
1	Langley Center Restrooms
2	Fair Housing
3	CDBG Administration
4	HOME Administration
5	Residential Rehabilitation
6	CHDO Project

Table 1 – Goals Description

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Strategic Plan, the City is allocating a majority of its non-administrative CDBG and HOME funds for program year 2022-2023 to projects and activities that benefit low- and moderate-income people throughout the City.

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources and the high cost of housing that is not affordable to low-income residents. The projects selected for funding represent programs designed to meet needs identified as high within the consolidated plan. Funding is limited, so not all projects requesting funding were able to be funded. The City strives to have a broad spectrum of programs to meet the needs of as many populations throughout Monterey Park as possible.

Project Summary Information

1	Project Name	Langley Center Restrooms
	Target Area	Langley Center
	Goals Supported	Community Development Strategy Goal #4
	Needs Addressed	Community Development - Public Facilities
	Funding	HOME: \$457,341
	Description	Work on restrooms at Langley Center
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	Langley Center
	Planned Activities	
2	Project Name	Fair Housing
	Target Area	Citywide
	Goals Supported	Fair Housing Strategy
	Needs Addressed	Community Development – Public Services
	Funding	CDBG: \$25,000
	Description	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	250
	Location Description	Citywide
	Planned Activities	HRC will assist the City in taking actions to affirmatively further fair housing. HRC will handle housing discrimination complaints or tenant/landlord counseling.
3	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	N/A
	Funding	CDBG: \$120,585
	Description	CDBG Administration
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	The project is a priority because it is necessary for the proper administration of the CDBG program including oversight of the subrecipients and implementation of the citizen participation process.
4	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration

	Funding	HOME: \$33,888
	Description	HOME Administration.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	This project is a priority because it is necessary for the proper administration of the HOME program including oversight of the CHDO projects and implementation of the citizen participation process.
5	Project Name	Homeowner/Renter Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Housing Strategy Goal #2
	Needs Addressed	Affordable Housing - Rehab of Existing Units
	Funding	HOME: \$254,161
	Description	Homeowner/Renter Rehabilitation Program
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	This program provides deferred loans/grants to qualified homeowners/renters for rehab on their properties. The loan is due and payable when title is transferred, or property is refinanced or sold. The property

		must be brought up to certain housing standards as part of the rehab assistance. Qualified households must have an annual income at or less than 80% of the area median income.
6	Project Name	CHDO Project
	Target Area	Citywide
	Goals Supported	Housing Strategy Goal #3
	Needs Addressed	Affordable Housing – Production of new units
	Funding	CDBG: \$50,883
	Description	If the City finds a CHDO it will fund an affordable housing project.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	TBD

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City has not established specific target areas to focus the investment of CDBG funds.

Geographic Distribution

Target Area	Percentage of Funds

Table 2 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

Discussion

Unless otherwise specified, all the City's HUD-funded housing and community development programs are generally available to eligible low- and moderate-income persons citywide. To prevent the concentration of low-income persons, City housing programs are marketed and available throughout the City. The programs are not directed to any one geographical area but rather the extremely low- to moderate-income (0 to 80 percent of the MFI) persons and families. The City wants to promote a balanced and integrated community and is committed to helping throughout the City.

An area benefit is an activity that meets the identified needs of low- and moderate-income persons residing in an area where at least 51 percent of the residents are low- and moderate-income persons. The benefits of this type of activity are available to all persons in the area regardless of income. The City seeks to disburse federal entitlement dollars strategically within low-and moderate-income (LMI) census tracts; however, no specific neighborhoods are targeted for expenditure of funds. Investments in public facilities and services serving special needs populations and primarily low- and moderate-income persons will be made throughout the City. The City will evaluate each eligible project and program based on urgency of needs, availability of other funding sources and financial feasibility. Residential rehabilitation assistance will be available to income-qualified households citywide.

HUD provides estimates of the number of persons that can be considered Low-, Low- to Moderate-, and Low-, Moderate-, and Medium-income persons based on special tabulations of data from the 2011–2015 ACS five-year estimates. LMI percentages are calculated at various principal geographies provided by the Census Bureau. Because timely use of this data is required by regulation, any changes to the City's existing service area boundaries would need to be approved by the City Council. Each year, through the adoption of the City's Annual Action Plan, the City Council approves the service area boundaries as the City's official low- and moderate-income "Target Areas" and "Deteriorating Areas".

The City has traditionally used 100 percent of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low- and moderate-income people (whereas HUD regulations only require a minimum 70 percent low/mod benefit level for CDBG activities). To continue to achieve this high ratio of low/mod benefit for its CDBG resources, and because of the compelling need to assist these special areas, the City will continue to direct CDBG resources to these special geographic areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The tables below delineate the affordable housing goals by population type and program type for FY 2022-23. The City will utilize several programs to achieve these goals.

One Year Goals for the Number of Households to be Supported	
Non-Homeless	250
Total	250

Table 3 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	3
Acquisition of Existing Units	0
Total	3

Table 4 - One Year Goals for Affordable Housing by Support Type

Discussion

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG funds for program year 2022-2023 to projects and activities that benefit low- and moderate-income people.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

Actions planned during the next year to address the needs to public housing

There are no public housing units in the City of Monterey Park; therefore, this section does not apply.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA manages a resident engagement process with their public housing. However, there is no public housing in the City.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no public housing authority in the City of Monterey Park. The City relies on the County of Los Angeles Housing Authority, to address public housing needs and OCHA is not designated as troubled.

Discussion

See discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is located within the Los Angeles Homeless Services Authority (LAHSA) Continuum. The continuum provides oversight of federal homeless assistance dollars and collaborates with local communities to provide the best service to our residents who are homeless. The Los Angeles Continuum conducts quarterly community meetings and the public is invited. However, for the 2022-23 program year, and for the foreseeable future, the City of Monterey Park will not receive enough funds from HUD to address the needs of the homeless. The City of Monterey Park will continue to participate in LAHSA's annual homeless count to identify the needs in the community. The Community Service Bureau of the Monterey Park Police Department has dedicated employees who reach out to the homeless individuals in the community guiding them to the regional services provided by LAHSA.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue its efforts in the prevention and reduction of homelessness by supporting the LAHSA and its outreach programs and providing referrals to public assistance programs offered by the County. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the prevention and reduction of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue its efforts in addressing the by collaborating with agencies that provide shelter for the homeless. If additional CDBG funds become available, the City will reconsider funding public service agencies that assist in the emergency shelter and transitional housing needs of homeless persons.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue its efforts in helping homeless persons make the transition to permanent housing and independent living by collaborating with agencies that provide shelter for the homeless. The City will also provide referrals to public assistance programs offered by other agencies to aid in preventing the

recently homeless from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City will continue its efforts in helping low-income individuals and families avoid becoming homeless. The City will also provide referrals to public assistance programs offered by other agencies in the County.

Discussion

Please see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Constraints to the provision of adequate and affordable housing can be posed by market, governmental, infrastructure and environmental factors. These constraints may result in housing that is not affordable to low- and moderate- income households or may render residential construction economically infeasible for developers. Constraints to housing production significantly impact households with lower incomes and special needs.

Lack of Affordable Housing Funds: The availability of funding for affordable housing has been severely affected by the dissolution of redevelopment in California. Although there are other funding sources for affordable housing such as four percent and nine percent Low Income Housing Tax Credits, HOME, CalHOME, and the Multifamily Housing Program, it is unclear if additional affordable housing projects can be financed since affordable housing projects typically require multiple funding sources. The City is proactive in considering and seeking additional funding sources that will facilitate the construction of affordable housing, development of jobs, and improvement of the quality of life.

Environmental Protection: State law (California Environmental Quality Act, California Endangered Species Act) and federal law (National Environmental Protection Act, Federal Endangered Species Act) regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, use permits, etc.). Costs resulting from the environmental review process may also add to the cost of housing.

Local Residential Development Policies and Regulations: Some portions of the City are subject to development constraints due to the presence of hillsides, seismic hazards, or other special circumstance. These constraints affect the development of all housing, not just affordable housing. The City has revised the General Plan and updated the zoning ordinance to facilitate the provision of affordable housing and sustainable development.

Planning and Development Fees: Development fees and taxes charged by local governments also contribute to the cost of housing. Application processing fees in the City of Monterey Park have not been increased since 2010 and are currently being updated.

Permit and Processing Procedures: The processing time required to obtain approval of development permits is often cited as a contributing factor to the high cost of housing. Unnecessary delays add to the cost of construction by increasing land holding costs and interest payments.

State Prevailing Wage Requirements: The State Department of Industrial Relations (DIR) expanded the kinds of projects that require the payment of prevailing wages. Prevailing wage adds to the overall cost of development.

Davis-Bacon Prevailing Wages: A prevailing wage must be paid to laborers when federal funds are used to pay labor costs for any project over \$2,000 or on any multi-family project over eight units. The prevailing wage is usually higher than competitive wages, raising the cost of housing production and rehabilitation activities. Davis-Bacon also adds to housing costs by requiring documentation of the prevailing wage compliance.

In general, residential developers interviewed for the 2014-21 Housing Element update and the preparation of this Consolidated Plan reported that the City's public policies are not a constraint to new housing production.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Affordable Housing Development Incentives

The City addresses the regional need for more affordable housing through support for the development of new housing units, to increase the supply of affordable housing in the City. For-profit and non-profit housing developers play an important role in providing affordable housing. The City provides financial assistance through participation in the HOME and CDBG programs and offers a variety of development incentives to encourage affordable housing development, such as:

- Continue to implement land use policy that encourages new housing development and affordable housing through density bonuses.
- Assist in the development of new affordable housing units during the 2014-2021 Housing Element through the provision of technical assistance.
- Explore ways to expedite affordable housing developments through the Design Review Board process.
- Investigate and develop list of available incentives/concessions for affordable development within 3 years of adoption of the Housing Element.
- Explore funding available through County of Los Angeles CDC, HCD, and HUD at the request of interested developers. Potential funding programs may include single- and multi-family housing rehabilitation programs and homeownership programs administered by HCD.
- Evaluate and assess residual property taxes distribution under the Redevelopment Dissolution Laws and consider setting aside a portion into an Affordable Housing Fund to assist in development of new units affordable to lower-income households.
- Continue to encourage the development of adequate housing to meet the needs of extremely low-income households and persons with special needs (such as the elderly, victims of domestic

violence, and the disabled).

- Continue to facilitate housing opportunities for special needs persons by allowing emergency shelters as a permitted use in the Industrial Zone.

The responsible agency is the City's Community and Economic Development Department, and the funding source will be the departmental budget.

Section 8 Rental Assistance

Renter overpayment is a significant issue in Monterey Park, as in all Southern California. The City addresses this need through support for efforts to increase Section 8 Housing Choice Voucher funding.

There are no public housing units in the City. The Los Angeles County Development Authority (LACDA) provides rental unit assistance to City residents through the Federal Section 8 Voucher program. The primary objective of this program is to assist low-income (0-50 percent of Median Income) individuals and households in making rents affordable. The following tables are based on the number of public housing and Section 8 Housing Choice Vouchers (HCV) offered by LACDA in their unincorporated areas and the cities in Los Angeles County that do not have their own Housing Authority. There is a total of 21,087 Vouchers provided to County residents of which 1,138 are assigned to the elderly, 184 to homeless individuals, and 534 to disabled individuals. Specifically, Monterey Park annually receives approximately 432 housing vouchers. The largest percentage of Voucher recipients, outside of Whites, is African American individuals.

The Housing Choice Voucher Rental Assistance program extends rental subsidies to very low-income households, as well as elderly and disabled persons. The subsidy represents the difference between 30 percent of the monthly income and the allowable rent determined by the Housing Choice voucher program. The HACoLA coordinates Housing Choice Voucher rental assistance on behalf of the City.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Monterey Park will provide for a variety of actions that will take place during the next year to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce the number of housing units containing lead-based paint hazards, reduce the number of poverty-level families develop institutional structure, enhance coordination between public and private agencies. This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Efforts to address obstacles to meeting underserved needs will include:

- The City will obtain data from the Housing Authority of the County of Los Angeles on the number of Section 8 households assisted by race, ethnicity, age, and disability status. The City will compare who is being served to the demographic characteristics of the community. In this way, the City will be able to estimate more precisely underserved populations.
- The City will encourage and support the efforts of the Housing Authority of the County of Los Angeles to seek additional Section 8 Housing Choice Vouchers.
- The City will encourage and support the efforts of non-profit housing development corporations to seek funding from federal, state, and local sources for special needs housing.

Actions planned to foster and maintain affordable housing

Monterey Park's annual CDBG and HOME entitlement allocations are limited. The City's HOME rehabilitation program assists with fostering and maintaining affordable housing to low- and moderate-income individuals and families with their housing needs. Another important element in the City's approach to decent housing is the use of Section 8 Rental Vouchers administered through the County of Los Angeles Housing Authority.

Actions planned to reduce lead-based paint hazards

The City will increase lead-based paint (LBP) awareness and abatement in its assisted housing programs. LBP awareness and abatement are key initiatives within the City's Housing Element and CDBG/HOME programs. The City's goal is to make certain that each tenant, landlord, and property owner is fully aware of the dangers, symptoms, and methods of testing, treatment, and prevention of LBP poisoning. The City will address the problem of LBP hazard by implementing the residential rehabilitation program for evaluating and reducing lead hazards during repair and renovation of older housing stock. All applicants eligible for services through the residential rehabilitation program receive the most updated version of the Environmental Protection Agency's (EPA) Protect Your Family from Lead in Your Home. When a

property built before 1978 is approved for grant-funded repairs that may disturb lead-based paint, an inspection test is ordered. When containment and/or abatement are necessary, the homeowner is required to use a contractor certified in lead-safe work practices by the state of California. The City distributes information warning people about the need to maintain buildings, which may contain LBP, as well as other programs to encourage home maintenance, will further aid in mitigating LBP hazards in the City of Monterey Park. The City will adhere to Federal guidelines for reduction activities with LBP.

Actions planned to reduce the number of poverty-level families

While the City has no control over many of the factors affecting poverty, it may be able to assist those living below the poverty line. The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During the Consolidated Plan period, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options. As funds become available, the City will consider allocating CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Improved employment opportunities are important in reducing the number of people living in poverty. The City addresses this issue by increasing resident's employability through training and increasing the number of higher paying local jobs. The City will coordinate with Mexican American Opportunity Foundation, Management Career Solutions, West San Gabriel WorkSource, and Asian Youth Center, and Chinatown Service Center in conjunction with the Employment Development Department, East Los Angeles Community College, and the County of Los Angeles Community Development Commission. These agencies provide job search services such as workshops, computer classes, phones, fax, computers with internet access, job leads, newspapers, and a resource library for job seekers aged 18 and above. Similarly, employers use some of these agencies to recruit and advertise job openings as well as for job fairs, bringing together top local companies and job seekers.

During the Consolidated Plan period, the City's Economic and Community Development Department will foster economic growth by encouraging economic development opportunities that result in:

1. A jobs/housing balance established through quality employment opportunities for residents;
2. An invigorated economic base through increased sales tax generation; and
3. Economic wealth by attracting external monies to the local economy.

As funding availability permits, the City will consider assistance to public agencies and nonprofit organizations providing neighborhood housing services, supportive services to the homeless, older adults with physical or mental impairment, the mentally ill, victims of domestic violence, and households with

abused children, in addition to other services The City will also continue coordinating with public agencies providing job training, life skills training, lead poisoning prevention and remediation, and other community education programs.

Actions planned to develop institutional structure

The City's Management Services Department is the key department involved in the 5-year Consolidated Plan and Annual Action Plan process. The Management Services Department is responsible for administration of the CDBG and HOME programs, including the Annual Action Plan, CAPER, and program monitoring.

Additionally, the City will focus on:

- Strengthening the working relationship with the Housing Authority of the County of Los Angeles by providing input to and coordinating with that organization. Efforts to strengthen the institutional structure will involve review of the five-year and annual plans of the Housing Authority of the County of Los Angeles, encouraging the Authority to conduct outreach to local landlords, providing information to the Authority on the location of housing suitable for disabled persons, and other similar considerations.
- Developing a working alliance with private institutions such as local lenders and associations of Realtors. Local lenders may be a source of referrals for applicants to the Residential Rehabilitation Program. Local associations of Realtors may help the City to develop ways of increasing homeownership among all populations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City has developed an inventory of public and private housing, health, and social services agencies. The City regularly updates the inventory and maintains a point of contact for each agency. Additionally, the City will obtain the agency-specific 5-Year Consolidated and 1-Annual Action Plans and maintain these plans in a resource binder to facilitate coordination in future program years.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

CDBG Program - CDBG is an annual grant to cities to assist in the development of viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally to persons of low-and moderate-income. There is a wide range of activities that are eligible under CDBG Programs. CDBG grantees are responsible for ensuring that each eligible activity meets one of three national objectives:

4. Benefiting low and moderate income persons;
5. Aid in the prevention or elimination of slums or blight; and
6. Meet an urgent need that the grantee is unable to finance on its own.

The City is anticipating receiving approximately \$602,926 in PY 2022-2023 CDBG funds. The City does not have program income.

HOME Program - HOME funds are awarded annually as formula grants to participating jurisdictions (PJs) The program's flexibility allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, rental assistance or security deposits. HOME is designed to create affordable housing to low-income households. The program was designed to reinforce several important values and principles of community development.

The City is anticipating receiving approximately \$338,882 in PY 2022-2023 HOME funds. The City does not have any program income available, has no repayments planned and does not have any recaptured funds in local account.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not use HOME funds in any other manner than those described in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In PY 2022-2023, the City does not plan to use HOME funds for homebuyer down payment assistance. However, some homebuyers that were assisted in prior years may decide to sell their homes during the upcoming program year. In that event, the City will enforce the resale and recapture guidelines.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not applicable since the City will not implement any HOME assisted homebuyer activities.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

APPENDIX A
2022-2023 ANNUAL ACTION PLAN
JULY 1, 2022 THROUGH JUNE 30, 2023

Citizen Participation

To be Inserted in Final Draft

**CITY OF MONTEREY PARK
COMBINED NOTICE OF PUBLIC REVIEW/
COMMENT PERIOD AND
PUBLIC HEARING FOR THE DRAFT FY 2022-23
ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City of Monterey Park has prepared its draft One-Year Action Plan (2022-2023).

Each year, the City of Monterey Park has participated in a variety of grant programs sponsored by the U.S. Department of Housing and Urban Development (HUD). HUD programs have included the Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) programs.

The City of Monterey Park has prepared its draft 2022-2023 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD). The Action Plan functions as an annual application for federal funds under the HUD formula grant programs, specifically, the CDBG and HOME. The City will receive approximately \$602,926 dollars in CDBG and \$338,882 dollars in HOME funds from HUD to fund eligible projects during Program Year 2022-2023.

Monterey Park proposes the utilization of CDBG, and HOME funds to implement the programs listed below:

COMMUNITY DEVELOPMENT BLOCK GRANT		
<u>Proposed Programs</u>	<u>Implementing Agency</u>	<u>Amount</u>
Administration	City of Monterey Park	\$ 120,585
Fair Housing/Public Services	Housing Rights Center	\$ 10,000
Repayment of Section 108 Loan	City of Monterey Park	\$ 472,341
TOTAL		\$ 602,926
HOME INVESTMENT PARTNERSHIP		
<u>Proposed Programs</u>	<u>Implementing Agency</u>	<u>Amount</u>
CHDO Project	City of Monterey Park	\$ 50,833
Residential Rehab.	City of Monterey Park	\$ 254,161
Administration	City of Monterey Park	\$ 33,888
TOTAL		\$ 338,882

PUBLIC REVIEW/COMMENT PERIOD

The publication of this notice is the beginning of the 30-day public review/comment period required under Federal Regulation 24 CFR 91.105(b)(2). The draft Annual Action Plan (FY 2022-23), as required by HUD, will be available for public review from June 3, 2022, to July 5, 2022 (30-Day Public Review). During the public review/comment period, the draft document is available for public inspection on the City's website at <https://www.montereypark.ca.gov/231/Federal-HUD-CDBG-Program>. In addition, copies of the Action Plan may be obtained by contacting Management Services Department and/or written comments may be submitted prior to the public hearing to Management Services Department, 320 West Newmark Avenue, Monterey Park, California, telephone number (626) 307-1385.

PUBLIC HEARING

A public hearing to solicit comments on the draft 2022-2023 Action Plan will be held on July 6, 2022, at 6:30 p.m. in the City Council Chambers located at Monterey Park City Hall, 320 West Newmark Avenue, Monterey Park. In addition, the draft One-Year Action Plan (2022-23) will be presented to the City Council for approval on that date.

At this meeting, the City Council will (1) receive public comment on the draft One-Year Action Plan (2022-23), and (2) approve the submission of these documents to the Department of Housing and Urban Development (HUD). All interested persons are invited to attend the public hearing to comment on the City's draft documents. Remote public participation is allowed in the following ways:

Observing the City Council meeting: The public may watch the meeting live on the City's cable channel MPKTV (AT&T U-verse, Channel 99 or Charter Communications, channel 182) or by visiting the city's website at <http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>.

Comments on Meeting: Comments on a documents will be accepted via email to mpclerk@montereypark.ca.gov during the meeting, before the close of public comment, and read into the record during public comment, when feasible. We request that written communications be limited to not more than 50 words. Public comment may be submitted via telephone during the meeting, before the close of public comment, by calling (877) 853-5247 or (888) 788-0099 and entering Zoom Meeting ID: Please view the July 6, 2022, City Council agenda to obtain the Zoom ID number, then press pound (#). When prompted to enter participation ID number press pound (#) again. If participants would like to make a public comment they will enter "*9" then the Clerk's office will be notified, and you will be in the rotation to make a public comment.

Americans with Disabilities Act (ADA): The City of Monterey Park, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by email mpclerk@montereypark.

ca.gov at least 6 hours prior to the scheduled special meeting to ensure assistance is provided. Assistive listening devices are available.

Important Disclaimer: When a participant calls in to join the meeting, their name and/or phone number will be visible to all participants. Note that all public meetings will be recorded.

**Publish June 02, 2022
MONTEREY PARK PRESS**

Lines: 205.92

1 x Run= \$411.84

Total Cost \$411.84

APPENDIX B
2022-2023 ANNUAL ACTION PLAN
JULY 1, 2022 THROUGH JUNE 30, 2023

SF 424 Forms and Certifications

To be Inserted in Final Draft



City Council Staff Report

DATE: July 6, 2022

AGENDA ITEM NO: New Business - 5A

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Initiative Petition for Healthcare Worker Minimum Wage Ordinance

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. _____ which certifies the Petition as qualifying for the ballot based upon the City Clerk's certification;
2. Decide whether to adopt the Petition (verbatim), order an election or request a report in accordance with Elections Code § 9214;
3. If the City Council seeks to adopt the Petition, adopt Ordinance No. _____, adding a new Chapter 6.40 to the Monterey Park Municipal Code ("MPMC") commencing at Section 6.40.020 and entitled "Healthcare Worker Compensation";
4. If the City Council seeks to order an election, adopt Resolution No. _____ adding an initiative to the ballot for the previously called November 8, 2022 Regular Municipal Election;
5. Adopt Resolution No. _____ establishing regulations for ballot arguments;
6. If desirable, designate a councilmember to draft a ballot argument on the City's behalf;
7. If desirable, adopt Resolution No. _____ directing the City Attorney to prepare an impartial analysis; and
8. Taking such additional, related, action that may be desirable.

BACKGROUND

On February 11, 2022, the City Clerk received a Notice of Intent to Circulate a Petition and a Request for Title and Summary for the proposed initiative filed by proponent Hortencia Armendariz, a Monterey Park resident. Subsequently, the Notice was published in the Monterey Park Progress and the proponent began circulation of the petition.

The signed Petition was filed with the City Clerk on May 11, 2022. Upon receiving the Petition, the City Clerk (as the City's Elections Official¹) forwarded it to the County of Los Angeles Registrar of Voters for verification of the signatures. The Elections Code allows the City Clerk up to thirty days "excluding Saturdays, Sundays, and holidays" to examine the Petition for sufficiency.²

Attached as Attachment 1 to this Staff Report is the Los Angeles County Registrar-Recorder's report on the signature verification. Based on that report, there are sufficient signatures on the petition to qualify for a Special Election. Accordingly, attached as Attachment 2 is the City Clerk's "Certificate of Sufficiency of Initiative petition entitled the "INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS."

Upon being presented with the City Clerk's certification, the City Council may generally take one of three actions:³

1. Adopt the Petition, without alteration, at the regular meeting during which the City Clerk's certification is presented, or within 10 days of that regular meeting;
2. Place the matter on the ballot for a special or regular election at which the Petition, without alteration, would be submitted to a vote; or
3. Order a report to be prepared regarding the impacts of the Petition upon the City to be returned within a reasonable time, but not later than 30 days after the City Clerk's certification.⁴ Such a report can include information regarding the Petition's fiscal impact; limitations on city actions; whether it would result in increased infrastructure costs or savings to current residents and businesses; impact on the City's ability to attract and retain business and employment; and any other matter the City Council requests. When the report is presented to the City Council, the City Council must either adopt the ordinance within 10 days or order an election.⁵

¹ Elections Code § 320 (subsequent citations to an undesignated code are to the Elections Code).

² §§ 9115 and 9266.

³ § 9215.

⁴ § 9212.

⁵ § 9212.

Pursuant to Elections Code § 9215 the Council may place the Petition on a ballot for an election within 88 to 103 days from the date that the Council decides to set the matter for election. Practically, this means that the next available election date is November 8, 2022.

If the City Council wishes to authorize one of its members to draft an argument, it may do so by minute order. The Council does not have to make such a designation. Please note that public resources, including staff time, cannot be used in opposing or supporting any initiative or referendum once a petition qualifies for the ballot. Accordingly, the City Council may not designate a staff member to prepare ballot arguments.

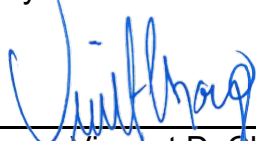
The Council may also, but is not required to, direct the City Attorney to prepare an impartial analysis of the proposed ordinance. The analysis must show both the effect of the measure on existing law and its operation. The analysis cannot exceed 500 words and must precede the arguments for and against the measure on the sample ballot.

Staff prepared the necessary Resolutions relating to the calling of the election, ordering the City Attorney to prepare an impartial analysis, and allowing for rebuttal arguments. Additionally, a Resolution was prepared which allows for the Council to designate Council Members to prepare arguments regarding the Petition.

FISCAL IMPACT

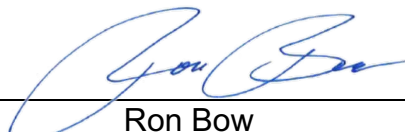
The cost of implementing the Petition – if adopted by the City Council or the voters – is unknown. It is estimated that the cost of placing this matter onto the November 8, 2022 ballot is \$30,000.

Respectfully submitted and prepared by:



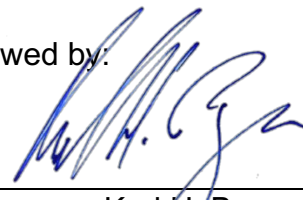
Vincent D. Chang
City Clerk

Approved by:



Ron Bow
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS

1. Los Angeles County Registrar-Recorder's report on the signature verification
2. City Clerk's "Certificate of Sufficiency of Initiative petition entitled the "Healthcare Worker Minimum Wage Ordinance"
3. Draft Ordinance
4. Draft Resolutions

ATTACHMENT 1

Los Angeles County Registrar-Recorder's report on the signature verification



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

June 10, 2022

Ms. Cindy H. Trang, City Clerk
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Dear Ms. Trang:

We have completed the signature verification submitted on May 12, 2022, for An Initiative Requiring Persons Employing Part-Time and Full-Time Healthcare Workers Including, Without Limitation, Clinicians, Nurses, Certified Nursing Assistants, Aides, Technicians, Maintenance Workers, Janitorial, or Housekeeping Staff Persons, Groundskeepers, Guards, Food Service Workers, Laundry Workers, Pharmacists, Nonmanagerial Administrative Workers, and Business Clerical Workers (But Not Managers or Supervisors) to Pay a Minimum Hourly Wage of \$25 to be Increased on an Annual Basis. Initiative Measure.

The results of the signature verification are as follows:

Number of signatures filed	4,216
Number of signatures verified	4,216
Number of signatures found sufficient	3,272
Number of signatures found not sufficient	944
Not sufficient because duplicate	166

Please call Tiffany Olsen, Head, Data Entry and Signature Verification at (562) 462-2376 if you have any questions regarding the signature verification of this petition.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT 2

City Clerk's "Certificate of Sufficiency of Initiative petition entitled the "Healthcare
Worker Minimum Wage Ordinance"

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896

www.montereypark.ca.gov



City Council

Peter Chan
Hans Liang
Henry Lo
Yvonne Yiu

City Clerk

Vincent D. Chang

City Treasurer

Joseph Leon

CERTIFICATE OF SUFFICIENCY OF PETITION

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify the following:

An initiative petition (the "Petition") was filed with me on February 11, 2022. The petition was forwarded to the Los Angeles County Registrar of Voters, where the petition signatures were fully examined and verified pursuant to Elections Code § 9114.

The number of registered voters in the City of Monterey Park, as reported to the Secretary of State on January 4, 2022 is 31,805. Pursuant to Elections Code § 9215, the Petition is considered sufficient if signed by at least 10% of the voters of the City, or 3,181.

The results of the examination by the Registrar of Voters were as follows:

- | | |
|---|-------|
| 1. Number of signatures filed by proponent (raw count): | 4,216 |
| 2. Number of signatures verified: | 4,216 |
| a. Number of signatures found sufficient: | 3,272 |
| b. Number of signatures found <u>not</u> sufficient: | 944 |
| Insufficient because of DUPLICATE | 166 |

The full signature verification performed by the Registrar of Voters shows the percentage of valid petition signatures is 10%. Since the Petition has sufficient signatures to qualify it for the ballot, and because it may otherwise substantially comply with the Elections Code, I certify the Petition to be sufficient.

I hereby set my hand and official seal this 13th day of June, 2022 at Monterey Park, California.

A blue ink signature of Vincent D. Chang, written in a cursive style, is positioned above a horizontal line.

VINCENT D. CHANG
City Clerk

ATTACHMENT 3

Draft Ordinance

ORDINANCE NO.

AN ORDINANCE ADOPTING AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS. ” AND CODIFYING THAT INITIATIVE INTO A NEW CHAPTER 6.40 IN THE MONTEREY PARK MUNICIPAL CODE ENTITLED “HEALTHCARE WORKER COMPENSATION.”

The city council of the city of Monterey Park does ordain as follows:

SECTION 1: Adoption. In accordance with Elections Code § 9215, the City Council adopts the initiative attached as Exhibit “A,” and incorporated by reference, submitted by the people (the “Petition”).

SECTION 2: Codification. The Petition is added to the Monterey Park Municipal Code (“MPMC”) as a new Chapter 6.40 commencing at Section 6.40.020 and entitled “Healthcare Worker Compensation.”

SECTION 3: Amendment. A new Section 6.40.010 is added to the MPMC to read as follows:

“6.40.010. **Voter Approval Required.** Except for this Section, the regulations set forth in this chapter were adopted pursuant to Elections Code § 9214(A). Consequently, this chapter may not be amended except by a vote of the people or as otherwise provided by the Elections Code.”

SECTION 4: Validity. 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 5: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: Recordation. 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 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: Effective Date. This Ordinance will become effective on the 10th day following its adoption. It may not be amended except by a vote of the people.

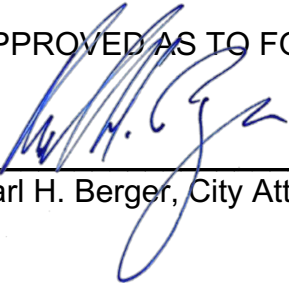
PASSED AND ADOPTED this 6th day of July, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Ordinance No. _____

An ordinance proposed by initiative petition to add Chapter 5.92 to Title 5 of the Monterey Park Municipal Code, establishing the “Healthcare Workers Minimum Wage Ordinance.”

THE PEOPLE OF THE CITY OF MONTEREY PARK

DO ORDAIN AS FOLLOWS:

SECTION 1. Name.

This measure shall be known as the “Healthcare Workers Minimum Wage Ordinance.”

SECTION 2. Chapter 5.92, entitled HEALTHCARE WORKERS MINIMUM WAGE, is added to Title 5 of the Monterey Park Municipal Code, to read:

5.92.010 Findings and purposes.

This Ordinance, adopted by the People of the City of Monterey Park, makes the following findings and has the following purposes:

- (a) The purpose of this Ordinance is to establish a minimum wage for covered healthcare workers within the City of Monterey Park.
- (b) The City of Monterey Park needs a sufficient healthcare workforce to ensure that healthcare facilities that provide necessary care to residents and visitors offer consistent timely, high-quality care. Hospitals, health systems, and clinics are facing staffing shortages that could jeopardize the availability of care in our city. Healthcare job vacancies are rising as workers on the frontlines deal with the emotional, mental, and physical fallout of providing healthcare during a pandemic. Workforce shortages across industries also mean that the healthcare industry is competing with other economic sectors to fill critical non-clinical positions such as for cleaning staff, food service workers, and IT administrators. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and leading to retention challenges. While healthcare workers are experiencing unprecedentedly difficult working conditions and burnout, the healthcare industry received billions of dollars in stimulus funds during the pandemic and many CEOs were paid compensation packages in the millions. The healthcare industry needs to fairly compensate workers who are sacrificing every day to care for their patients. Raising the minimum wage will help address retention challenges and workforce shortages affecting healthcare facilities in Monterey Park, and will fairly compensate healthcare workers for their contributions and sacrifices.

5.92.020 Definitions.

The following definitions shall apply to this chapter:

“City” means the City of Monterey Park.

“Covered Healthcare Facility” means the following types of facilities, provided that they are privately owned and are located within the boundaries of the City:

- (1) A licensed general acute care hospital as defined in Section 1250(a) of the California Health and Safety Code, including a distinct part of any such hospital.

- (2) A clinic, as defined in Section 1206(d) of the California Health and Safety Code, that is conducted, operated, or maintained as an outpatient department of a general acute care hospital or acute psychiatric hospital.
- (3) A licensed acute psychiatric hospital as defined in Section 1250(b) of the California Health and Safety Code, including a distinct part of any such hospital.
- (4) A licensed chronic dialysis clinic as described in Section 1204(b)(2) of the California Health and Safety Code.
- (5) A licensed psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.
- (6) All facilities that are part of an Integrated Healthcare Delivery System.

“Covered Physician Group” means a medical group practice, including a professional medical corporation as defined in Section 2406 of the California Business and Professions Code, another form of corporation controlled by physicians and surgeons, a medical partnership, or an independent practice association, provided that the group includes a total of 10 or more physicians.

“Employee” has the same meaning as in Section 2775 of the California Labor Code.

“Employer” means any Person, including a corporate officer or executive, who directly or indirectly or through any other Person, including through the services of a temporary service, staffing agency, or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee.

“Healthcare Worker” means an Employee who is employed to work at or by a Covered Healthcare Facility to provide patient care, healthcare services, or services supporting the provision of healthcare. “Healthcare Worker” includes a clinician, professional, non-professional, nurse, certified nursing assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson, groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial administrative worker and business office clerical worker, but does not include a manager or supervisor. A “Healthcare Worker” works at a Covered Healthcare Facility only if that individual’s primary work assignment is physically located at one or more such facilities; for example, delivery workers employed principally outside a Covered Healthcare Facility are not Healthcare Workers for purposes of this chapter unless employed by such a facility.

“Integrated Healthcare Delivery System” means a system that includes both of the following: (1) one or more hospitals and (2) Covered Physician Groups, health care service plans, medical foundation clinics, or other facilities or entities, where the hospital or hospitals and other facilities or entities are related through:

- (1) Parent/subsidiary relationships, common ownership or control, or common boards of directors and shared senior management; or
- (2) A contractual relationship in which affiliated Covered Physician Groups or medical foundation clinics contract with a health care service plan, hospital or other part of the system, all operating under a common trade name; or

- (3) A contractual relationship in which a nonprofit health care service plan provides medical services to enrollees in a specific geographic region of the state through an affiliated hospital system, and contracts with a single Covered Physician Group in each geographic region of the state to provide medical services to a majority of the plan's enrollees in that region.

“Minimum Wage” means the minimum amount that must be paid to Employees as compensation for their labor, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. “Minimum Wage” does not include bonuses, shift differentials, premium pay, reimbursement or allowances for work-related equipment or other expenses, credits for meals or lodging, tips, gratuities, or the cost of medical, dental, retirement or similar benefits.

“Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

5.92.030 Payment of Minimum Wage to Healthcare Workers.

- (a) An Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control, is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the authority of this chapter for hours worked within the geographic boundaries of the City.
- (b) The Minimum Wage for Healthcare Workers shall be as follows:
- (1) On the effective date of this chapter, the Minimum Wage shall be no less than \$25 per hour.
 - (2) On January 1, 2024, and annually thereafter, the Minimum Wage shall increase based on the annual increase in the cost of living, as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Long Beach-Anaheim, CA), which is published by the Bureau of Labor Statistics. The City shall publish a bulletin announcing the adjusted rates, which shall take effect on January 1 of each year.
- (c) An Employer may not fund the Minimum Wage increases required by this chapter in any of the following ways:
- (1) Reducing Healthcare Workers' premium pay rates or shift differentials;
 - (2) Reducing vacation, healthcare, or other non-wage benefits of any Healthcare Worker;
 - (3) Reducing Healthcare Workers' hours of work;
 - (4) Laying off Healthcare Workers; or
 - (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.
- (d) An Employer is in violation of subsection (c) of this section if the Minimum Wage requirements of this chapter are a motivating factor in the Employer's decision to take any of the actions described in subsection (c) of this section, unless the Employer proves

that it would have taken the same action at the time that it did irrespective of the operation of this chapter.

5.92.040 Retaliation.

No Employer shall discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against or take adverse action against any Healthcare Worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. Protections of this section shall apply to any Healthcare Worker who mistakenly, but in good faith, alleges noncompliance with this chapter. Taking any adverse action against a Healthcare Worker within 90 days of the Healthcare Worker's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

5.92.050 Posting and payroll records.

- (a) Covered Healthcare Facilities shall post in a conspicuous place a notice of the current Minimum Wage for Healthcare Workers required by this chapter.
- (b) Employers of Healthcare Workers shall retain payroll records pertaining to Healthcare Workers for a minimum of four years, and shall allow the City or its designee access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of this chapter.

5.92.060 Enforcement and implementation.

- (a) The City shall have responsibility for enforcement of this chapter, including, at a minimum:
 - (1) Establishing a process for reporting complaints of violations of this chapter.
 - (2) Establishing and implementing processes for investigating complaints and other possible violations of this chapter. Employers and Covered Healthcare Facilities shall cooperate fully in any such investigation.
 - (3) Establishing and implementing an administrative citation process that may include the issuance of correction orders, a hearing and appeal process, and the imposition of administrative fines or penalties owed to the City.
 - (4) Taking appropriate enforcement action through the administrative citation process, civil actions, or other approaches on behalf of Healthcare Workers, collecting back wages and any other amounts owed to Healthcare Workers, and disbursing them to Healthcare Workers.
 - (5) Conducting any other education and enforcement activities necessary to ensure compliance with this chapter.
- (b) The City is authorized to promulgate rules and regulations and issue determinations and interpretations relating to this chapter that are consistent with its purposes.
- (c) The City may seek to enter into an agreement with the Department of Consumer and Business Affairs of the County of Los Angeles to allow the County's Wage Enforcement Program to provide wage enforcement and education services necessary

for enforcement of this chapter. If the City and County enter into such an agreement, it may include any services necessary to carry out the enforcement and education responsibilities and activities described in subsection (a) of this section or pursuant to rules and regulations relating to this chapter.

- (d) A Healthcare Worker, a representative of a Healthcare Worker, the City Attorney, or another Person acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against an Employer violating this chapter. If the City, a Healthcare Worker, or a representative of a Healthcare Worker prevails in the action, the Court shall impose all remedies available under the law or in equity, including injunctive or other equitable relief, reinstatement, the payment of any wages unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred or continued, and reasonable attorneys' fees and costs. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed. Any other Person enforcing this chapter on the public's behalf, upon prevailing, shall be entitled to an award of only equitable, injunctive, and/or restitutionary relief, and reasonable attorneys' fees and costs.

5.92.070 No waiver of rights.

Any waiver by a Healthcare Worker of any or all of the provisions of this chapter or of rights or protections afforded under the authority of this chapter shall be deemed contrary to public policy and shall be void and unenforceable.

5.92.080 Coexistence with other available relief.

The provisions of this chapter shall not be construed as limiting any Healthcare Worker's right to obtain relief to which the Healthcare Worker may be entitled at law or in equity.

5.92.090 One-year court-granted waiver.

This Chapter is not intended to cause reduction in employment or work hours for Healthcare Workers. Therefore, a court may grant a one-year waiver from the Minimum Wage requirements of this chapter if an Employer can demonstrate by substantial evidence that compliance with this chapter would raise substantial doubt about the Employer's ability to continue as a going concern under generally accepted accounting standards. The evidence must include documentation of the Employer's financial condition, as well as the condition of any parent or affiliated entity, and evidence of the actual or potential direct financial impact of compliance with this chapter. A one-year waiver granted by a court pursuant to this section does not exempt an Employer from complying with any and all federal, state, or local laws and regulations, including any other applicable federal, state, or local minimum wage requirement.

5.92.100 Conflicts.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

5.92.110 Severability.

If any subsection, sentence, clause, phrase, or provision of this chapter is found invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 3. Effective Date.

If the City Council approves this measure, or if a majority of the voters pass this Ordinance, it shall take effect on the earliest date allowed by law.

ATTACHMENT 4

Draft Resolutions

RESOLUTION NO. _____

A RESOLUTION CERTIFYING THAT AN INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS.” QUALIFIES FOR THE BALLOT.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: The City Council finds as follows:

A. On February 11, 2022, proponents of an initiative entitled “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS” (the “Initiative”) submitted petitions to the City Clerk for signature verification;

B. On or about June 13, 2022 the City Clerk certified the Initiative as qualifying for the ballot. A copy of that certification is attached as Exhibit “A,” and incorporated by reference;

C. In accordance with Elections Code § 9214, the Initiative has sufficient signatures for a special election as requested in the petition; and

D. Elections Code § 9214 requires (1) ask for a report on the effects of the Initiative; (2) adopt the Initiative (verbatim); or (3) place the Initiative on the ballot.

SECTION 2: Qualified for Election. Based upon the foregoing, the Initiative qualifies for a special election. If approved by a separately adopted City Council resolution, the City Clerk is directed to place the Initiative on the ballot for a special municipal election at a date yet to be determined.

SECTION 3: Recordation. The City Clerk must certify to the passage and adoption of this Resolution; enter the same in the book of original Resolutions; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

SECTION 4: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

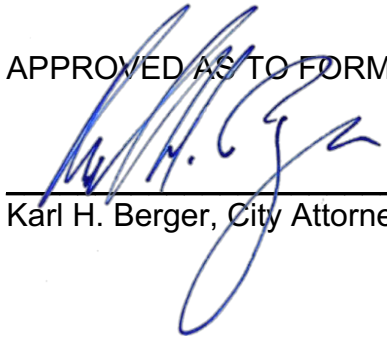
PASSED AND ADOPTED this 6th day of July, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council
Peter Chan
Hans Liang
Henry Lo
Yvonne Yiu

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

CERTIFICATE OF SUFFICIENCY OF PETITION

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify the following:

An initiative petition (the "Petition") was filed with me on February 11, 2022. The petition was forwarded to the Los Angeles County Registrar of Voters, where the petition signatures were fully examined and verified pursuant to Elections Code § 9114.

The number of registered voters in the City of Monterey Park, as reported to the Secretary of State on January 4, 2022 is 31,805. Pursuant to Elections Code § 9215, the Petition is considered sufficient if signed by at least 10% of the voters of the City, or 3,181.

The results of the examination by the Registrar of Voters were as follows:

- | | |
|---|-------|
| 1. Number of signatures filed by proponent (raw count): | 4,216 |
| 2. Number of signatures verified: | 4,216 |
| a. Number of signatures found sufficient: | 3,272 |
| b. Number of signatures found <u>not</u> sufficient: | 944 |
| Insufficient because of DUPLICATE | 166 |

The full signature verification performed by the Registrar of Voters shows the percentage of valid petition signatures is 10%. Since the Petition has sufficient signatures to qualify it for the ballot, and because it may otherwise substantially comply with the Elections Code, I certify the Petition to be sufficient.

I hereby set my hand and official seal this 13th day of June, 2022 at Monterey Park, California.

A blue ink signature of Vincent D. Chang, written in a cursive style, is positioned above a horizontal line.

VINCENT D. CHANG
City Clerk

RESOLUTION NO.

A RESOLUTION ADDING AN INITIATIVE MEASURE TO THE BALLOT FOR THE PREVIOUSLY CALLED NOVEMBER 8, 2022, REGULAR MUNICIPAL ELECTION PURSUANT TO ELECTIONS CODE § 9215

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code § 9215, the City Council places an initiative on the ballot for the municipal election scheduled for Tuesday, November 8, 2022.

SECTION 2: A copy of the initiative to be considered by the voters is attached as Exhibit "A," and incorporated by reference.

SECTION 3: Pursuant to Elections Code § 13119, the exact form of the question to be voted on at the election as it should appear on the ballot is as follows:

Shall an initiative requiring persons employing part-time and full-time healthcare workers including, without limitation, clinicians, nurses, certified nursing assistants, aides, technicians, maintenance workers, janitorial or housekeeping staff persons, groundskeepers, guards, food service workers, laundry workers, pharmacists, nonmanagerial administrative workers, and business clerical workers (but not managers or supervisors) to pay a minimum hourly wage of \$25 to be increased on an annual basis, be adopted?	YES
	NO

SECTION 4: **Electronic Signatures.** This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5: **Recordation.** The City Clerk must certify to the passage and adoption of this Resolution; enter the same in the book of original Resolutions; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

SECTION 6: **Effective Date.** This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

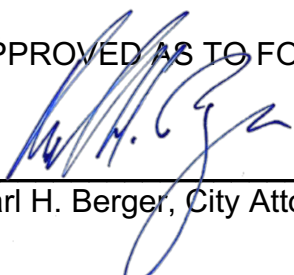
PASSED AND ADOPTED this 6th day of July, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

Ordinance No. _____

An ordinance proposed by initiative petition to add Chapter 5.92 to Title 5 of the Monterey Park Municipal Code, establishing the “Healthcare Workers Minimum Wage Ordinance.”

THE PEOPLE OF THE CITY OF MONTEREY PARK

DO ORDAIN AS FOLLOWS:

SECTION 1. Name.

This measure shall be known as the “Healthcare Workers Minimum Wage Ordinance.”

SECTION 2. Chapter 5.92, entitled HEALTHCARE WORKERS MINIMUM WAGE, is added to Title 5 of the Monterey Park Municipal Code, to read:

5.92.010 Findings and purposes.

This Ordinance, adopted by the People of the City of Monterey Park, makes the following findings and has the following purposes:

- (a) The purpose of this Ordinance is to establish a minimum wage for covered healthcare workers within the City of Monterey Park.
- (b) The City of Monterey Park needs a sufficient healthcare workforce to ensure that healthcare facilities that provide necessary care to residents and visitors offer consistent timely, high-quality care. Hospitals, health systems, and clinics are facing staffing shortages that could jeopardize the availability of care in our city. Healthcare job vacancies are rising as workers on the frontlines deal with the emotional, mental, and physical fallout of providing healthcare during a pandemic. Workforce shortages across industries also mean that the healthcare industry is competing with other economic sectors to fill critical non-clinical positions such as for cleaning staff, food service workers, and IT administrators. With rising housing costs, healthcare workers are being forced to live further from their places of work, increasing their stress and leading to retention challenges. While healthcare workers are experiencing unprecedentedly difficult working conditions and burnout, the healthcare industry received billions of dollars in stimulus funds during the pandemic and many CEOs were paid compensation packages in the millions. The healthcare industry needs to fairly compensate workers who are sacrificing every day to care for their patients. Raising the minimum wage will help address retention challenges and workforce shortages affecting healthcare facilities in Monterey Park, and will fairly compensate healthcare workers for their contributions and sacrifices.

5.92.020 Definitions.

The following definitions shall apply to this chapter:

“City” means the City of Monterey Park.

“Covered Healthcare Facility” means the following types of facilities, provided that they are privately owned and are located within the boundaries of the City:

- (1) A licensed general acute care hospital as defined in Section 1250(a) of the California Health and Safety Code, including a distinct part of any such hospital.

- (2) A clinic, as defined in Section 1206(d) of the California Health and Safety Code, that is conducted, operated, or maintained as an outpatient department of a general acute care hospital or acute psychiatric hospital.
- (3) A licensed acute psychiatric hospital as defined in Section 1250(b) of the California Health and Safety Code, including a distinct part of any such hospital.
- (4) A licensed chronic dialysis clinic as described in Section 1204(b)(2) of the California Health and Safety Code.
- (5) A licensed psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.
- (6) All facilities that are part of an Integrated Healthcare Delivery System.

“Covered Physician Group” means a medical group practice, including a professional medical corporation as defined in Section 2406 of the California Business and Professions Code, another form of corporation controlled by physicians and surgeons, a medical partnership, or an independent practice association, provided that the group includes a total of 10 or more physicians.

“Employee” has the same meaning as in Section 2775 of the California Labor Code.

“Employer” means any Person, including a corporate officer or executive, who directly or indirectly or through any other Person, including through the services of a temporary service, staffing agency, or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee.

“Healthcare Worker” means an Employee who is employed to work at or by a Covered Healthcare Facility to provide patient care, healthcare services, or services supporting the provision of healthcare. “Healthcare Worker” includes a clinician, professional, non-professional, nurse, certified nursing assistant, aide, technician, maintenance worker, janitorial or housekeeping staffperson, groundskeeper, guard, food service worker, laundry worker, pharmacist, nonmanagerial administrative worker and business office clerical worker, but does not include a manager or supervisor. A “Healthcare Worker” works at a Covered Healthcare Facility only if that individual’s primary work assignment is physically located at one or more such facilities; for example, delivery workers employed principally outside a Covered Healthcare Facility are not Healthcare Workers for purposes of this chapter unless employed by such a facility.

“Integrated Healthcare Delivery System” means a system that includes both of the following: (1) one or more hospitals and (2) Covered Physician Groups, health care service plans, medical foundation clinics, or other facilities or entities, where the hospital or hospitals and other facilities or entities are related through:

- (1) Parent/subsidiary relationships, common ownership or control, or common boards of directors and shared senior management; or
- (2) A contractual relationship in which affiliated Covered Physician Groups or medical foundation clinics contract with a health care service plan, hospital or other part of the system, all operating under a common trade name; or

- (3) A contractual relationship in which a nonprofit health care service plan provides medical services to enrollees in a specific geographic region of the state through an affiliated hospital system, and contracts with a single Covered Physician Group in each geographic region of the state to provide medical services to a majority of the plan's enrollees in that region.

“Minimum Wage” means the minimum amount that must be paid to Employees as compensation for their labor, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. “Minimum Wage” does not include bonuses, shift differentials, premium pay, reimbursement or allowances for work-related equipment or other expenses, credits for meals or lodging, tips, gratuities, or the cost of medical, dental, retirement or similar benefits.

“Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

5.92.030 Payment of Minimum Wage to Healthcare Workers.

- (a) An Employer shall ensure that each Healthcare Worker it employs, or over whom it exercises control, is paid a Minimum Wage equivalent to no less than the hourly rate set forth herein or under the authority of this chapter for hours worked within the geographic boundaries of the City.
- (b) The Minimum Wage for Healthcare Workers shall be as follows:
 - (1) On the effective date of this chapter, the Minimum Wage shall be no less than \$25 per hour.
 - (2) On January 1, 2024, and annually thereafter, the Minimum Wage shall increase based on the annual increase in the cost of living, as measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Long Beach-Anaheim, CA), which is published by the Bureau of Labor Statistics. The City shall publish a bulletin announcing the adjusted rates, which shall take effect on January 1 of each year.
- (c) An Employer may not fund the Minimum Wage increases required by this chapter in any of the following ways:
 - (1) Reducing Healthcare Workers' premium pay rates or shift differentials;
 - (2) Reducing vacation, healthcare, or other non-wage benefits of any Healthcare Worker;
 - (3) Reducing Healthcare Workers' hours of work;
 - (4) Laying off Healthcare Workers; or
 - (5) Increasing charges to any Healthcare Worker for parking, work-related materials or equipment.
- (d) An Employer is in violation of subsection (c) of this section if the Minimum Wage requirements of this chapter are a motivating factor in the Employer's decision to take any of the actions described in subsection (c) of this section, unless the Employer proves

that it would have taken the same action at the time that it did irrespective of the operation of this chapter.

5.92.040 Retaliation.

No Employer shall discharge, terminate a contract with, reduce compensation to, or otherwise discriminate against or take adverse action against any Healthcare Worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. Protections of this section shall apply to any Healthcare Worker who mistakenly, but in good faith, alleges noncompliance with this chapter. Taking any adverse action against a Healthcare Worker within 90 days of the Healthcare Worker's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

5.92.050 Posting and payroll records.

- (a) Covered Healthcare Facilities shall post in a conspicuous place a notice of the current Minimum Wage for Healthcare Workers required by this chapter.
- (b) Employers of Healthcare Workers shall retain payroll records pertaining to Healthcare Workers for a minimum of four years, and shall allow the City or its designee access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of this chapter.

5.92.060 Enforcement and implementation.

- (a) The City shall have responsibility for enforcement of this chapter, including, at a minimum:
 - (1) Establishing a process for reporting complaints of violations of this chapter.
 - (2) Establishing and implementing processes for investigating complaints and other possible violations of this chapter. Employers and Covered Healthcare Facilities shall cooperate fully in any such investigation.
 - (3) Establishing and implementing an administrative citation process that may include the issuance of correction orders, a hearing and appeal process, and the imposition of administrative fines or penalties owed to the City.
 - (4) Taking appropriate enforcement action through the administrative citation process, civil actions, or other approaches on behalf of Healthcare Workers, collecting back wages and any other amounts owed to Healthcare Workers, and disbursing them to Healthcare Workers.
 - (5) Conducting any other education and enforcement activities necessary to ensure compliance with this chapter.
- (b) The City is authorized to promulgate rules and regulations and issue determinations and interpretations relating to this chapter that are consistent with its purposes.
- (c) The City may seek to enter into an agreement with the Department of Consumer and Business Affairs of the County of Los Angeles to allow the County's Wage Enforcement Program to provide wage enforcement and education services necessary

for enforcement of this chapter. If the City and County enter into such an agreement, it may include any services necessary to carry out the enforcement and education responsibilities and activities described in subsection (a) of this section or pursuant to rules and regulations relating to this chapter.

- (d) A Healthcare Worker, a representative of a Healthcare Worker, the City Attorney, or another Person acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against an Employer violating this chapter. If the City, a Healthcare Worker, or a representative of a Healthcare Worker prevails in the action, the Court shall impose all remedies available under the law or in equity, including injunctive or other equitable relief, reinstatement, the payment of any wages unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Healthcare Worker for each day that a violation occurred or continued, and reasonable attorneys' fees and costs. For retaliatory action by the Employer, the Healthcare Worker shall be entitled to reinstatement and a trebling of all wages and penalties owed. Any other Person enforcing this chapter on the public's behalf, upon prevailing, shall be entitled to an award of only equitable, injunctive, and/or restitutionary relief, and reasonable attorneys' fees and costs.

5.92.070 No waiver of rights.

Any waiver by a Healthcare Worker of any or all of the provisions of this chapter or of rights or protections afforded under the authority of this chapter shall be deemed contrary to public policy and shall be void and unenforceable.

5.92.080 Coexistence with other available relief.

The provisions of this chapter shall not be construed as limiting any Healthcare Worker's right to obtain relief to which the Healthcare Worker may be entitled at law or in equity.

5.92.090 One-year court-granted waiver.

This Chapter is not intended to cause reduction in employment or work hours for Healthcare Workers. Therefore, a court may grant a one-year waiver from the Minimum Wage requirements of this chapter if an Employer can demonstrate by substantial evidence that compliance with this chapter would raise substantial doubt about the Employer's ability to continue as a going concern under generally accepted accounting standards. The evidence must include documentation of the Employer's financial condition, as well as the condition of any parent or affiliated entity, and evidence of the actual or potential direct financial impact of compliance with this chapter. A one-year waiver granted by a court pursuant to this section does not exempt an Employer from complying with any and all federal, state, or local laws and regulations, including any other applicable federal, state, or local minimum wage requirement.

5.92.100 Conflicts.

Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

5.92.110 Severability.

If any subsection, sentence, clause, phrase, or provision of this chapter is found invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 3. Effective Date.

If the City Council approves this measure, or if a majority of the voters pass this Ordinance, it shall take effect on the earliest date allowed by law.

RESOLUTION NO.

A RESOLUTION ESTABLISHING REQUIREMENTS FOR BALLOT ARGUMENTS FILED WITH THE CITY CLERK TO BE INCLUDED WITH VOTER INFORMATION FOR THE GENERAL ELECTION ON NOVEMBER 8, 2022.

The City Council of the city of Monterey Park resolves as follows:

SECTION 1: Pursuant to Elections Code § 9281, qualified voters may submit arguments for and against the ballot measures, in addition to rebuttal arguments, for the November 8, 2022 General Municipal Election on forms provided by the City Clerk.

SECTION 2: Arguments filed in accordance with this Resolution must comply with the following requirements in accordance with Elections Code §§ 9282, 9283, 9285, and 9286:

- A. Arguments must be in writing and not exceed three hundred (300) words except for rebuttal argument which may not exceed two hundred and fifty (250) words;
- B. Arguments may be submitted by the City Council; any councilmember authorized to submit an argument by the City Council; any individual voter eligible to vote on the measures; any bona fide association of citizens; or any combination of voters and associations;
- C. Arguments must be typewritten in at least a 12 point font;
- D. Arguments may not include underlining, italics, asterisks, or other, similar, type of formatting;
- E. Arguments must be accompanied by the printed name and signature or printed names and signatures of the person or persons submitting it, or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.
- F. If more than five signatures accompany an argument, only the first five will be printed.
- G. Arguments for or against the ballot measures must be received in the City Clerk's office not later than 14 days after the City Council calls for an election. Rebuttal arguments must be received not later than 10 days after the Arguments submittal deadline.

SECTION 3: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 4. Recordation. The City Clerk will certify to the passage and adoption of this

Resolution No.
Page 2 of 2

Resolution; enter the same in the book of original Resolutions; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

SECTION 5: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

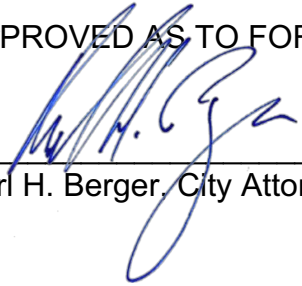
PASSED AND ADOPTED this 6th day of July, 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

RESOLUTION NO.

A RESOLUTION DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE INITIATIVE ENTITLED “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS.”

The City Council of the city of Monterey Park resolves as follows:

SECTION 1. Pursuant to Elections Code § 9280, the City Clerk is directed to transmit a copy of the ballot measure entitled “AN INITIATIVE REQUIRING PERSONS EMPLOYING PART-TIME AND FULL-TIME HEALTHCARE WORKERS INCLUDING, WITHOUT LIMITATION, CLINICIANS, NURSES, CERTIFIED NURSING ASSISTANTS, AIDES, TECHNICIANS, MAINTENANCE WORKERS, JANITORIAL OR HOUSEKEEPING STAFF PERSONS, GROUNDSKEEPERS, GUARDS, FOOD SERVICE WORKERS, LAUNDRY WORKERS, PHARMACISTS, NONMANAGERIAL ADMINISTRATIVE WORKERS, AND BUSINESS CLERICAL WORKERS (BUT NOT MANAGERS OR SUPERVISORS) TO PAY A MINIMUM HOURLY WAGE OF \$25 TO BE INCREASED ON AN ANNUAL BASIS” to the City Attorney for an impartial analysis.

SECTION 2. Upon receiving the ballot measure, the City Attorney is directed to prepare an impartial analysis of the proposed ballot measure showing its effect, if any, on existing law and the operation of the measure. Such analysis must not be more than 500 words.

SECTION 3. The impartial analysis must include a statement indicating whether the proposed measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the City.

SECTION 4. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there must be printed immediately below the impartial analysis, in not less than 10 point bold type, the City Clerk should have the following language printed: “The above statement is an impartial analysis of the proposed ballot measure (Resolution No. XXX). If you desire a copy of the legislation affected by this measure, please call the City Clerk’s office at (626) 307-1359, and a copy will be mailed at no cost to you.”

SECTION 5. The impartial analysis of the proposed ballot measure must be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 6. Pursuant to 52 U.S.C.A. § 10503, the City Clerk will:

- A. Translate the City Attorney's analysis in accordance with regulations set forth by the Los Angeles County Registrar Recorder's office; and
- B. Make copies of the translations of the City Attorney's analysis publicly available.

SECTION 7: Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 8. Recordation. The City Clerk will certify to the passage and adoption of this Resolution; enter the same in the book of original Resolutions; and make a minute of the passage and adoption thereof in the records of the proceedings of the City Council in the minutes of the meeting at which the same is passed and adopted.

SECTION 9: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 6th day of July 2022.

Henry Lo, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney