

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
November 20, 2024
6:30 p.m.

MISSION STATEMENT

The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous and collaborative environment.

LAND ACKNOWLEDGMENT

We would like to acknowledge that the land we inhabit today was once known as Tovangaar, the home of the Gabrieleño-Tongva people. We show our respect to the Gabrieleño-Tongva people, as well as all Indigenous people, past, present, and future, and honor their labor as original caretakers of this land. We commit to uplifting the Gabrieleño-Tongva people, invite you to acknowledge the history, and join us in caring for this land.

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>. 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.

PUBLIC PARTICIPATION

You may speak up to 5 minutes on an/each 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 or by completing an online form at www.montereypark.ca.gov/writtencomm.

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.

CALL TO ORDER Mayor
FLAG SALUTE The Monterey Park Police Explorers
ROLL CALL Henry Lo, Vinh Ngo, Jose Sanchez, Thomas Wong, Yvonne Yiu

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS

STAFF COMMUNICATIONS:

- Community Development Services
- Recreation and Community Services

[1.] PRESENTATION

1-A. WORLD JOURNAL – LUNAR NEW YEAR FESTIVAL UPDATES

1-B. EAST LOS ANGELES COLLEGE – UPDATES

[2.] OLD BUSINESS

2-A. ADOPT A RESOLUTION DISSOLVING THE SISTER CITIES COMMISSION AND ADDING THE RESPONSIBILITIES TO THE COMMUNITY PARTICIPATION COMMISSION

It is recommended that the City Council consider:

- (1) Adopting a resolution dissolving the Sister Cities Commission and adding the responsibilities previously administered by the Sister Cities Commission to the Community Participation Commission; and
- (2) Taking such additional, related, action that may be desirable.

2-B. SPIRIT BUS PILOT PROGRAM

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an Amendment with First Transit, in a form approved by the City Attorney, for fixed-route transit services for an annual amount not-to-exceed \$2,064,537 for services through December 31, 2025, with the option to continue service on a month-to-month basis; and
- (2) Taking such additional, related, action that may be desirable.

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

All items under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. Specific items may be removed from the Consent Calendar at the request of any member of the City Council for separate consideration.

3-A. MONTHLY INVESTMENT REPORT – OCTOBER 2024

It is recommended that the City Council consider:

- (1) Receiving and filing the monthly investment report; and
- (2) Taking such additional, related, action that may be desirable.

3-B. RESOLUTION ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2025 – JUNE 30, 2026

It is recommended that the City Council consider:

- (1) Adopting a resolution approving the Recognized Obligation Payment Schedule (ROPS 25-26 A&B) for the period between July 1, 2025 – June 30, 2026;
- (2) Approving the Successor Agency Administrative Budget for July 1, 2025 – June 30, 2026;
- (3) Directing staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies; and
- (4) Taking such additional, related, action that may be desirable.

3-C. STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT GRANT YEAR 2023 – AWARD AGREEMENT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute an agreement with the County of Los Angeles, in a form approved by the City Attorney, to accept an award of \$13,459 for the State Homeland Security Program Grant Year 2023 (SHSP 2023); and
- (2) Taking such additional, related, action that may be desirable.

3-D. CONSIDERATION AND POSSIBLE ACTION TO WAIVE SECOND READING OF AN ORDINANCE ADOPTING REGULATIONS GOVERNING DATA CENTERS WITHIN SATURN PARK IN ACCORDANCE WITH SECTION 3(A) OF ORDINANCE NO. 2198 (ADOPTED BY VOTERS AS MEASURE JJ ON NOVEMBER 3, 2020)

It is recommended that the City Council consider:

- (1) Waiving the second reading and adopting the proposed ordinance; and
- (2) Taking such additional, related, action that may be desirable.

3-E. APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH UNIFY STAFFING

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a Second Amendment to Agreement 2373-AA with Unify Staffing, in a form approved by the City Attorney, for continued staff augmentation services for the Parks Maintenance Division for an additional amount of \$46,080; and
- (2) Taking such additional, related, action that may be desirable.

3-F. FIRST AMENDMENT TO AGREEMENTS WITH EUROFINS, WECK AND CLINICAL LAB FOR LAB ANALYSES

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute the First Amendment, in a form approved by the City Attorney, to the Agreements with Eurofins Eaton Analytica, LLC (2399-AC), Weck Analytical Environmental Services, Inc. (2273-AA), and Clinical Lab of San Bernardino, Inc. (2300-AD) extending the term of the agreements to June 30, 2028, and increasing the not to exceed combined total from \$400,000 to \$500,000 annually for laboratory analysis services for the Water Division;
- (2) Taking such additional, related, action that may be desirable.

3-G. PERCOLATION TESTING – AWARD OF GEOTECHNICAL SERVICES TO CONVERSE CONSULTANTS

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a professional services agreement substantively similar to Attachment No. 2, in a form approved by the City Attorney, with Converse Consultants in the amount of \$75,995 for percolation testing; and
- (2) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

3-H. BARNES GYMNASIUM FLOORING REPLACEMENT – AWARD OF CONTRACT

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a public works contract substantively similar to Attachment No. 3, in a form approved by the City Attorney, with R & S Flooring Solutions, in the amount of \$143,500 for the Barnes Gymnasium Flooring Replacement Project Specification No. 2024-007;
- (2) Authorizing the Director of Public Works to approve change orders and contingency up to \$21,525 (15%) of the contract amount, for a total project cost of \$165,025; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use.

3-I. 2024-25 CONCRETE IMPROVEMENT PROJECT – AWARD OF PUBLIC WORKS CONTRACT TO KALBAN, INC.

It is recommended that the City Council consider:

- (1) Authorizing the City Manager to execute a public works contract substantively similar to Attachment No. 3, in a form approved by the City Attorney, with Kalban, Inc. in the contract amount of \$651,197 for the 2024-25 Concrete Improvement Project;
- (2) Authorizing the Director of Public Works to approve change orders not to exceed \$130,240 over the total contract amount; and
- (3) Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the “CEQA Guidelines”). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

3-J. ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

It is recommended that the City Council consider:

- (1) Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate \$121,150 in grant funds for the Energy Efficiency and Conservation Block Grant Program for the purchase of four 2025 Chevrolet Equinox EV vehicles; and
- (2) Taking such additional, related, action that may be desirable.

3-K. RECEIVE AND FILE STAFF REPORT SUMMARIZING THE STATUS OF THE EMERGENCY REPLACEMENT OF THE HVAC SYSTEM AT THE LANGLEY SENIOR CITIZEN CENTER AND TERMINATION OF LOCAL EMERGENCY

It is recommended that the City Council consider:

- (1) Receiving and filing the staff report summarizing the status of emergency repairs of the emergency replacement of the HVAC system at the Langley Senior Citizen Center;
- (2) Adopting a resolution terminating the local emergency governing the emergency replacement of the HVAC system at the Langley Senior Citizen Center; and
- (3) Taking such additional, related, action that may be desirable.

[4.] PUBLIC HEARING – None.

[5.] NEW BUSINESS – None.

[6.] CITY COMMUNICATIONS (CITY COUNCIL)

6-A. RESOLUTION DECLARING AND RECOGNIZING NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY

It is recommended that the City Council consider:

- (1) Adopting a Resolution Declaring and Recognizing November 30, 2024 as Small Business Saturday
- (2) Taking such additional, related, action that may be desirable.

[7.] FUTURE AGENDA ITEMS

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

ADJOURN



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Old Business - 2A

TO: The Honorable Mayor and City Council
FROM: Robert Aguirre, Director of Recreation & Community Services
SUBJECT: Adopt a resolution dissolving the Sister Cities Commission and adding the responsibilities to the Community Participation Commission

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution dissolving the Sister Cities Commission and adding the responsibilities previously administered by the Sister Cities Commission to the Community Participation Commission; and
2. Taking such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

On October 2, 2024, staff provided a report summarizing the activities and status of the Sister Cities Commission Ad Hoc Committee to the City Council to receive and file. The Council requested that City staff return to a future meeting with a recommendation for addressing any pertinent responsibilities of the Sister Cities Commission.

City staff is recommending that the Sister Cities Commission be dissolved due to the concerns that have been raised by the Ad Hoc Committee. The individual Sister City Associations may choose to continue operating independently.

The Council can provide direction to add the duties previously administered by the Sister Cities Commission to the Community Participation Commission. These duties include participating in the exchange of cultures, participating in the City of Monterey Park's cultural events and programs, and serving as cultural ambassadors to sister city visitors.

The Community Participation Commission consists of ten adult members and seven youth members who meet monthly to discuss and promote youth and community activities, many of which are cultural in nature. The addition of cultural exchange is in line with the goals of the Community Participation Commission and will be reflected in a Resolution amending Section 5(c) of Resolution No. 11589.

BACKGROUND:

On January 17, 2024, staff requested direction from the City Council regarding the Sister Cities Commission due to concerns with its structure and limitations on oversight. Subsequently, the City Council suspended the Commission's operations and formed an

ad hoc committee to meet with the five individual Sister City Associations with representatives on the Commission.

Since its formation in January 2024, the ad hoc committee met on three occasions: February 13, May 14, and July 30. During the first two committee meetings, the Sister City Associations decided to independently pursue establishing separate non-profit IRC 501(c)3 organization status for their respective Sister City Associations. During the July 30 meeting of the ad-hoc committee, the Sister City Associations from China and Korea shared that they were each continuing to work toward establishing their own independent IRC 501(c)3 organizations but were having difficulty recruiting a sufficient number of members.

A fourth meeting was scheduled for September 24, 2024. On September 23, the Quanzhou, China Sister City Association representatives notified City staff that they would not be attending the meeting and were suspending all operations until an undetermined date. On the morning of September 24, the representative from New Taipei City, Taiwan emailed staff to share that they would not be attending the meeting and asked to be removed from future communication. No representatives from Morelia, Mexico or Yeongdeungpo-Gu, Korea attended the meeting.

The only Sister City Association with active IRC 501(c)3 status is Nachikatsurra, Japan.

FISCAL IMPACT:

No fiscal impact.

Respectfully submitted by:



Robert Aguirre
Director of Recreation &
Community Services

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Draft Resolution

ATTACHMENT 1

Draft Resolution

RESOLUTION NO. _____

**A RESOLUTION TRANSFERRING FUNCTIONS FROM
THE SISTER CITIES COMMISSION TO THE COMMUNITY
PARTICIPATION COMMISSION AND DISSOLVING THE
SISTER CITIES COMMISSION.**

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

SECTION 1: Sister Cities Dissolution. The Sister Cities Commission is dissolved. Accordingly, the City Council repeals Resolution Nos. 10281 and 10549.

SECTION 2: Community Participation Commission. The City Council amends Resolution No. 11589 as to the Community Participation Commission's responsibilities. Section 5(c) of Resolution No. 11589 is revised to read as follows:

"C. Responsibilities. The Community Participation Commission may undertake the following activities:

1. Coordinate activities and programs with the Youth Members in the Community Participation Commission and involve the youth in community activities;
2. Seek out and publicize artistic, cultural, and historical exhibits, performances, and opportunities that enhance the community;
3. Conduct and recommend programs that increase goodwill and foster communication among residents of the diverse community and open new opportunities in all phases of community life for all residents;
4. To make residents aware of the services, programs and organizations available in the community;
5. Provide information and opportunities for newcomers to become involved in the community;
6. Foster mutual regard and understanding among all racial, religious, and ethnic groups in the community;
7. Promote and encourage community interest and responsibility to correct and prevent conditions of neighborhood blight and deterioration by developing programs and resources in order to provide a more suitable living environment for all residents;

8. Act in an advisory capacity to the city council on all matters pertaining to the city's community participation activities.
9. Review existing youth programs and make recommendations to improve these programs;
10. Inform the Community Participation Commission and City Council of the needs, concerns, achievements, goals and problems of the youth in the community;
11. Participate in the exchange of cultures; participate in the City of Monterey Park's cultural events and programs; and
12. Serve as cultural ambassadors to Sister City visitors."

SECTION 3: This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, *et seq.*) because it consists only of revisions and clarifications to existing codes and procedures regarding appointing persons to City commissions, boards, and committees. Adopting this Resolution will not have the effect of deleting or substantially changing any regulatory standards or required findings.

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: *Severability.* 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 provision or application and, to this end, the provisions of this Resolution are severable.

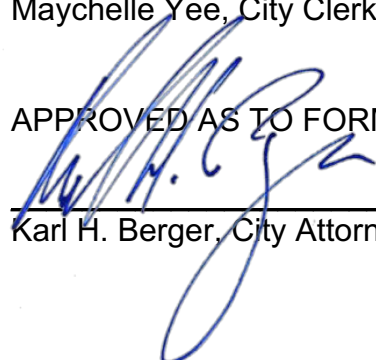
**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF
THE CITY OF MONTEREY PARK THIS ____ DAY OF NOVEMBER 2024.**

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Old Business - 2B

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Spirit Bus Pilot Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an Amendment with First Transit, in a form approved by the City Attorney, for fixed-route transit services for an annual amount not-to-exceed \$2,064,537 for services through December 31, 2025, with the option to continue service on a month-to-month basis; and
2. Taking such additional, related, action that may be desirable.

BOARD/COMMISSION REVIEW:

The proposed changes were shared with the Traffic Commission on August 22, 2024 and with the Environmental Commission on August 28, 2024. Both Commissions had positive feedback regarding the proposed changes to the Spirit Bus program.

EXECUTIVE SUMMARY:

The City worked with Arcadis/IBI Consultants, Inc (Arcadis-IBI) to complete an evaluation of its Spirit Bus fixed-route transportation program. As a result of the evaluation, staff provided service recommendations to City Council on June 18, 2024 and requested City Council direction on the implementation of a pilot program for the proposed restructure of routes and implementation of on-demand services. City Council was supportive of the pilot program and requested staff conduct additional outreach regarding proposed changes prior to deploying a pilot program. At the November 6, 2024 meeting, City Council approved on-demand services as part of a one-year pilot program. At this time, staff recommends City Council authorize an extension to the agreement with First Transit to continue fixed-route service through the end of the pilot program.

BACKGROUND:

On June 18, 2024, staff provided City Council results of the Spirit Bus evaluation completed by Arcadis-IBI, including recommended service improvement strategies. The service improvement strategies include changes to the fixed-route service and implementation of on-demand zones for microtransit services through a pilot program. A follow-up online community survey was released to gain feedback on the proposed program changes. The survey was introduced at the City's Business Expo event held on

August 8th, and distributed to local school districts, shared through social media, Cascades, City website, posted at City facilities and Spirit buses.

There were 174 survey respondents, 70% were current Spirit Bus riders. When asked how proposed service improvements would affect their travel experience, 50 out of 65 thought it may make it worse. However, several of those respondents indicated they do not use the primarily affected routes 3 and 4. When asked if the proposed changes would make them more or less likely to ride Spirit Bus, 85% indicated more likely (71%) or no change (14%).

Fixed-route Service

The Spirit Bus service operates five local routes and the LINK shuttle service on weekdays from 6:30 a.m. to approximately 6:30 p.m. Routes 1 to 4 are loop alignments that link various residential neighborhoods (Brightwood, Highlands, Garvey Ranch) to commercial areas. Route 5 provides service between Atlantic Square/East Los Angeles College (ELAC) and the Metrolink commuter rail station at Cal State Los Angeles (CSULA). The LINK operates as a shuttle service between the LA Corporate Center and the CSULA Metrolink Station.

As a result of community feedback received through survey research and community engagement and analysis of existing Spirit Bus services, key service improvement strategies are recommended to restructure existing routes for enhanced public transportation program. The recommended route restructuring, as listed below, intends to reflect a more linear configuration and better connectivity to major trip attractors/generators while complementing use of microtransit service for single-family residential neighborhoods that have low fixed-route ridership.

- Route 1: Change from one-way loop to linear bi-direction route along Atlantic Blvd. Change is directional only, there is no change to area covered or scheduled stops.
- Route 2: Change from one-way loop to linear bi-direction route along Garfield Ave. Change is directional only, there is no change to area covered or scheduled stops.
- Route 3: Eliminate service south of Graves to Garvey Ranch and extend route east to Atlantic Blvd.
- Route 4: Eliminate route and provide coverage to service area through on-demand service.
- Route 5: Expand service to connect with Metro E Line Station at Atlantic and Pomona and eliminate service east of Atlantic and Riggan. Provide additional coverage through on-demand service along Riggan Road, including service to the Monterey Park Marketplace Shopping Center.

A few respondents from the follow-up survey expressed concern about how the proposed changes to fixed routes would impact students, specifically those attending Mark Keppel High School and Brightwood Elementary School. With the proposed changes, Route 1 would continue to provide coverage for service to Mark Keppel High School. Brightwood Elementary would be served by on-demand microtransit service providing for direct, curb-to-curb service, thereby limiting the distance students may have to walk to catch a bus.

November 20, 2024

Additionally, transfers between fixed-route and on-demand microtransit service would also be available for all bus customers in the Spirit Bus service area.

Staff has been in discussions with First Transit—the City’s current Spirit Bus operator for the proposed restructuring of routes. To proceed with the changes, the City will need to extend its current agreement with First Transit for services through the end of the proposed one-year pilot program. Currently, the term of the agreement with First Transit is through December 31, 2024, with the option to continue service on a month-to-month basis until June 30, 2025. It is recommended that the term be extended through December 31, 2025, and continue on a month-to-month basis.

On November 6, 2024, City Council approved implementation of on-demand services as part of a one-year pilot program that includes route changes and microtransit services. While the pilot program is running, staff will collect key data to help develop an RFP for soliciting fixed-route and/or microtransit services for the community at the conclusion of the pilot.

2024-25 STRATEGIC PLAN GOAL:

The proposed Spirit Bus changes support the City’s strategic goal to maintain fiscal stability of our City’s financial resources. Results of the Arcadis-IBI’s evaluation identified service improvements that would maximize the use of City’s financial resources when providing public transportation. The proposed pilot program would not only provide expanded coverage for service areas but would replace route segments that are not cost effective due to low ridership. Additionally, the change in services would improve the system’s efficiency and offer sustainable public transportation options.

FISCAL IMPACT:

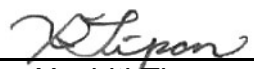
The FY 2024-25 budget includes \$2,064,537 for fixed route services. The updated cost for the restructured Spirit Bus service is \$1,738,560 per year. There are sufficient funds in the FY 24-25 budget for the fixed-route services from First Transit. Costs for FY 2025-26 services will be budgeted as part of the annual budget process.

Respectfully submitted by:

Prepared by:



Shawn Igoe
Director of Public Works



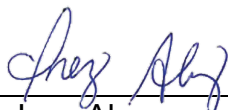
Xochitl Tipan
Administrative Manager

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Spirit Bus Service Improvement Strategies

ATTACHMENT 1

Spirit Bus Service Improvement Strategies

City of Monterey Park

Implementation of *Spirit Bus* – Recommended Service Improvement Strategies



Recommendations:

- i. **Routes 1 and 2** – Restructure for bi-directional travel.
- ii. **Route 3** – Restructure by eliminating service south of Graves to Garvey Ranch (to be replaced by on-demand service) and extending route east to Atlantic Blvd.
- iii. **Route 4** – Discontinue and provide coverage to service area through on-demand service.
- iv. **Route 5** - Restructure to expand service to connect with Metro E Line Station at Atlantic and Pomona and provide additional coverage through on-demand service along Riggan Road, including service to the Monterey Park Marketplace Shopping Center.
- v. **On-Demand Microtransit Pilot Program** – 2 zones.

Service Evaluation Update - 2024

- Initial Sprint Bus service evaluation – completed in June 2022 based on pre-Covid ridership data (2019)
- Service suspended in April 2020
- Recap: ridership had been decreasing since 2017.

- Important step in the Covid-19 recovery phase
- Target to:
 - Provide better transit services
 - Grow ridership base
 - Respond to changing customer expectations & demand)
 - Identify financially sustainable changes (with existing resources)

FY	Revenue Hours	Boardings	Boarding/Revenue Hour
2017	18,904	299,033	15.8
2018	18,769	260,101	13.9
2019	18,828	232,775	12.4
2020 (July-Apr)	13,738	162,427	11.8
April 2020 to June 2022	No Service		
2023 (reduced service)	9,454	26,210	2.8
1 st Qtr. 2024 (July-Oct)	6,466	19,017	2.9

- Modified service hours (July 2022 to June 2023), ridership (boarding/revenue hour) decreased by 80% from pre-pandemic levels. (Of note: Montebello Bus Lines also saw a dramatic decrease (58%) to pre-pandemic ridership for its route in Monterey Park.)
- Spirit Bus operating costs have risen substantially due to increases in driver salaries and bus maintenance.
 - Cost per Vehicle Service Hour: July 2019: \$59.31. Post pandemic commencing July 1, 2022, the rate increased to \$104.01, a 75% increase.
 - With declining ridership, the total cost per boarding in 2019 was an average of \$4.39 while the total cost per boarding for 2023 increased to \$57.82.

Conversely, the Dial-A-Ride service for Monterey Park seniors has seen a return to pre-pandemic ridership levels: 10,312 boardings in fiscal year 2023 compared to 10,572 boardings in fiscal year

Implementation of *Spirit Bus* - Service Improvement Strategies

2019. This data is encouraging and supports the use of door-to-door/on-demand service to supplement/replace current fixed-route service in areas that have low ridership.

The development of Spirit Bus *service improvement strategies* has been informed by past and present service evaluations (including Spirit Bus ridership/boardings by route segments - presented in Exhibit 1); operational and financial performance; and robust community engagement and survey research endeavors.

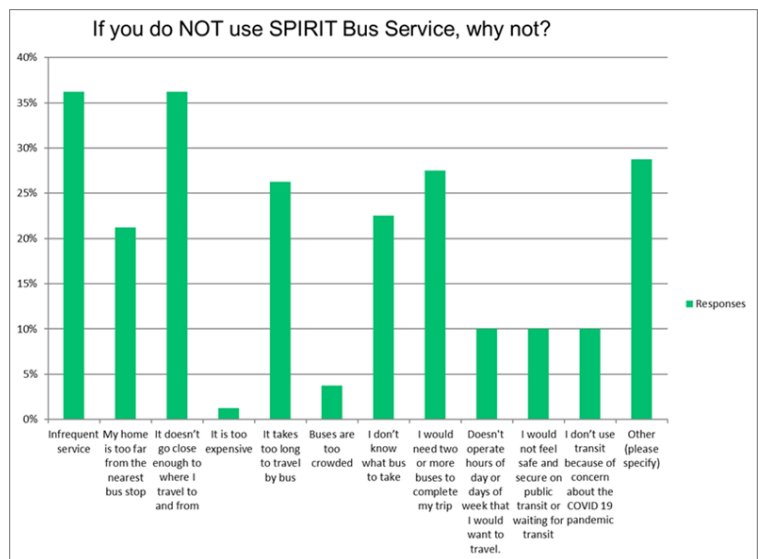
The following presents a summary of: *What Had We Heard*; *Key Design Issues*; and *Recommended Service Improvement Strategies*.

What Had We Heard

Key takeaways from the initial (2022) community engagement and survey research endeavors are:

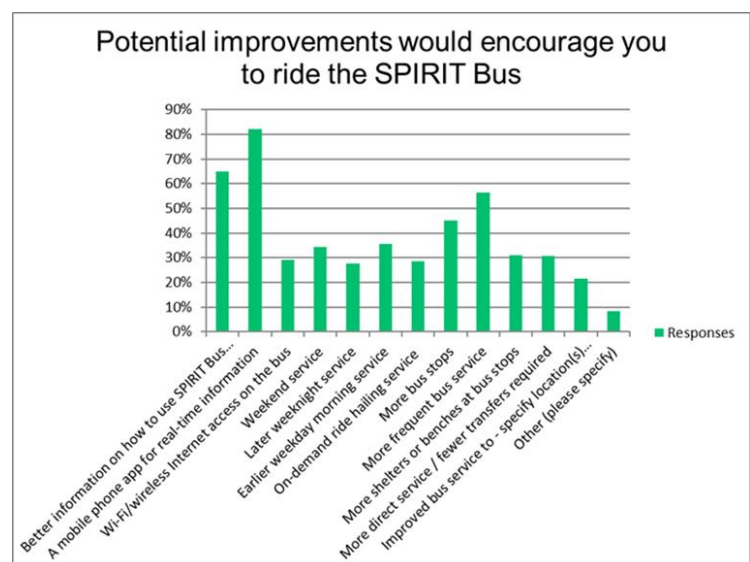
Why People are NOT Using Spirit Bus:

- Infrequent service
- Not close enough (home or destination)
- Need to transfer
- Takes too long
- Don't know what bus to take



Type of Improvements:

- Better information
- Mobile phone app - real-time info.
- Weekend service
- Earlier morning service
- On-demand ride hailing service
- More frequent bus service
- More direct service / fewer transfers required



A follow-up on-line survey was conducted from August to mid-October 2024. Key takeaways from this survey include:

- Of the 146 respondents, 70% were current Spirit Bus riders.
- When asked *how proposed service improvements would affect their travel experience*, 50 out of 65 thought it may make it worse. Of note, several of those respondents do not use the primarily affect routes 3 and 4.

Implementation of *Spirit Bus* - Service Improvement Strategies

- Conversely, when asked - *Do proposed changes to the service make you more or less likely to ride?* 85% indicated More Likely (71%) or No Change (14%).
- Several respondents expressed concern about how the on-demand microtransit service would work.¹
- Potential Impact on Students: a few respondents expressed concern about how the proposed changes will impact students, specifically those attending Mark Keppel High School and Brightwood Elementary School.

Route 1 will continue to provide coverage (including service to Mark Keppel High School).

Brightwood Elementary will be served by on-demand microtransit service providing for direct, curb-to-curb service, thereby limiting the distance students may have to walk to catch a bus.

As is the case with all bus customers in the Spirit Bus service area, transfers between fixed-route and on-demand microtransit service will be available.

Existing Conditions – Key Design Issues

1. Routes 1-4 are designed primarily to connect residential neighborhoods to Downtown Monterey Park.
 - Impedes productivity by discouraging two-way passenger traffic across the service day. Limited demand for AM travel away from Downtown and PM travel toward Downtown.
 - Excessive circuitry in Downtown area alignments.
2. Need to simplify or redesign Routes 1 and 2 presently operating one-way loops in opposite directions on similar alignments to create bi-directional service to customers.
 - Confusing to customers because the routes are not the same and so travel times are not the same in opposite directions.
 - Route 2 loop through the Monterey Highlands is a significant inconvenience to most customers using the route.
3. Route 4 should be modified to address Metro's discontinuation of Route 258 service on Monterey Pass Road.
4. Only Route 5 connects directly to the CSULA Metrolink and Metro J (Silver) Line stations.
 - Most residents (except Riggan Street) need a two-seat bus ride (*i.e.*, transfer between Spirit routes) to travel from residence to the stations.
5. Spirit's main transfer point at City Hall for Routes 1-4 is not served by regional bus lines.
 - Discourages transfers between Spirit and Metro/MBL buses.
 - Location adds travel time for transferring customers.
6. Spirit does not connect directly to the E (Gold) Line terminal station on 3rd Street west of Atlantic Boulevard.

¹ It is important to note that Via Transportation, the provider of the on-demand service, will be responsible for providing a robust marketing, communication, and education program to not only promote the service but to ensure the community is familiar with how it works.

Implementation of *Spirit Bus* - Service Improvement Strategies

7. Service to McCaslin Business Park is limited to one morning and one afternoon trip on the Route 5 timetable.
 - Currently designed to shuttle reverse commuters to and from the CSULA Metrolink and Metro J Line stations.
8. Currently no Spirit Bus service to Marketplace Shopping Center (Costco, Home Depot, restaurants) – an emerging destination.

Recommended Service Improvement Strategies

Based on the design issues noted above, the technical team presents recommended service improvement strategies (illustrated in Exhibit 2).

Recommendations:

- i. **Routes 1 and 2** – Restructure for bi-directional travel.
- ii. **Route 3** – Restructure by eliminating service south of Graves to Garvey Ranch (to be replaced by on-demand service) and extending route east to Atlantic Blvd.
- iii. **Route 4** – Discontinue and provide coverage to service area through on-demand service.
- iv. **Route 5** - Restructure to expand service to connect with Metro E Line Station at Atlantic and Pomona and provide additional coverage through on-demand service along Riggan Road, including service to the Monterey Park Marketplace Shopping Center.
- v. **On-Demand Microtransit Pilot Program** – 2 zones.

The recommended service improvement strategies are designed to improve service by replacing poorly performing, infrequent, and circuitous routes with more flexible service that still meets the needs of residents that live in areas that are not well suited to fixed route transit. It would also provide a new connection for residents to regional transit and to an important commercial destination and improve service frequency for Route 3 while adding service through a relatively densely populated neighborhood.

These improvement strategies were further informed by the following:

- Review of pre-pandemic ridership data and a comparison to ridership data gathered since all 5 Spirit Bus routes resumed service in July 2023.
- Review of service cost increases and ridership/revenue decreases
- Community outreach and feedback gathered initially in 2022 and updated through additional survey research in August 2024.

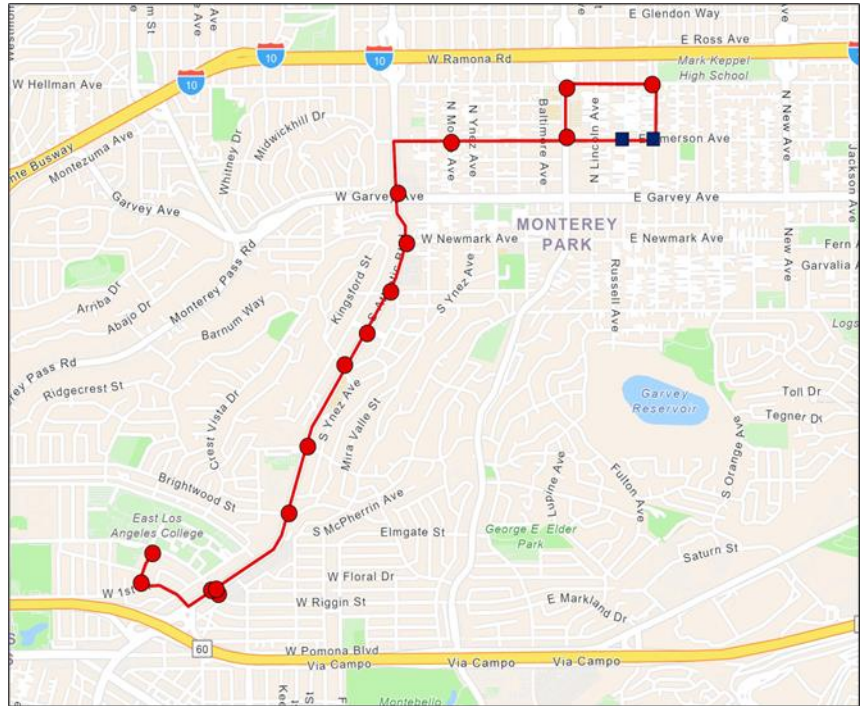
The recommended service improvement strategies are listed by route below.

Implementation of *Spirit Bus* - Service Improvement Strategies

Route 1

Ridership is down along the downtown segment from 75-100 riders per day pre-pandemic to about 50 riders per day in October 2023. This is still one of the higher ridership segments. Other segments have recovered to pre-pandemic ranges but with lower ridership. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Atlantic.

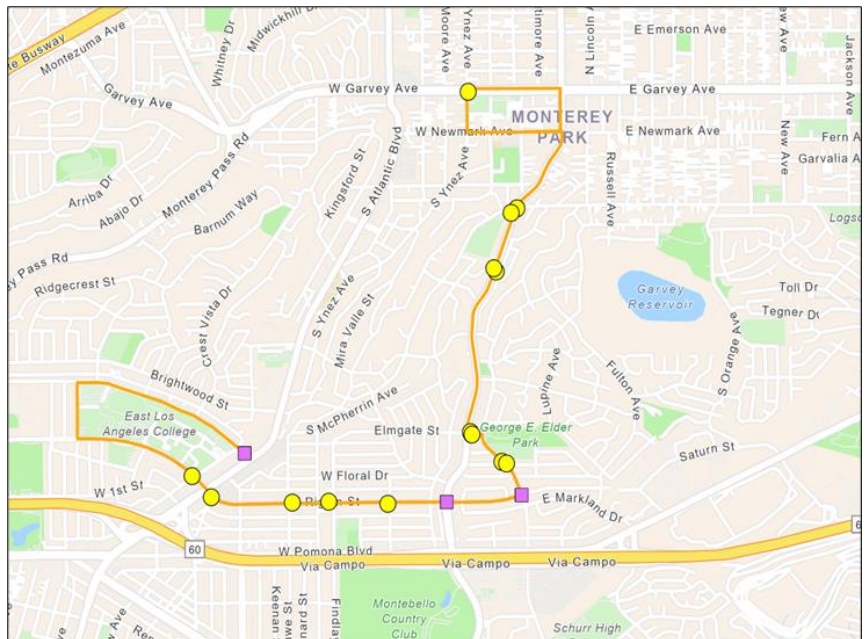
- Restructure service routing to accommodate bi-directional travel.



Route 2

Ridership along the Atlantic Boulevard, Downtown, and Garfield segments represent only 24-40% of pre-pandemic ridership numbers. Ridership along the Hillside and Riffin St. segments has recovered but remains low at 13-18 passengers per day on average. Confusion in directionality for passengers suggests route could be restructured from a one-way loop to a linear route along Garfield.

- Restructure service routing to accommodate bi-directional travel.
- Eliminate residential loop north of Floral Drive to improve travel times and reduce circuitry.

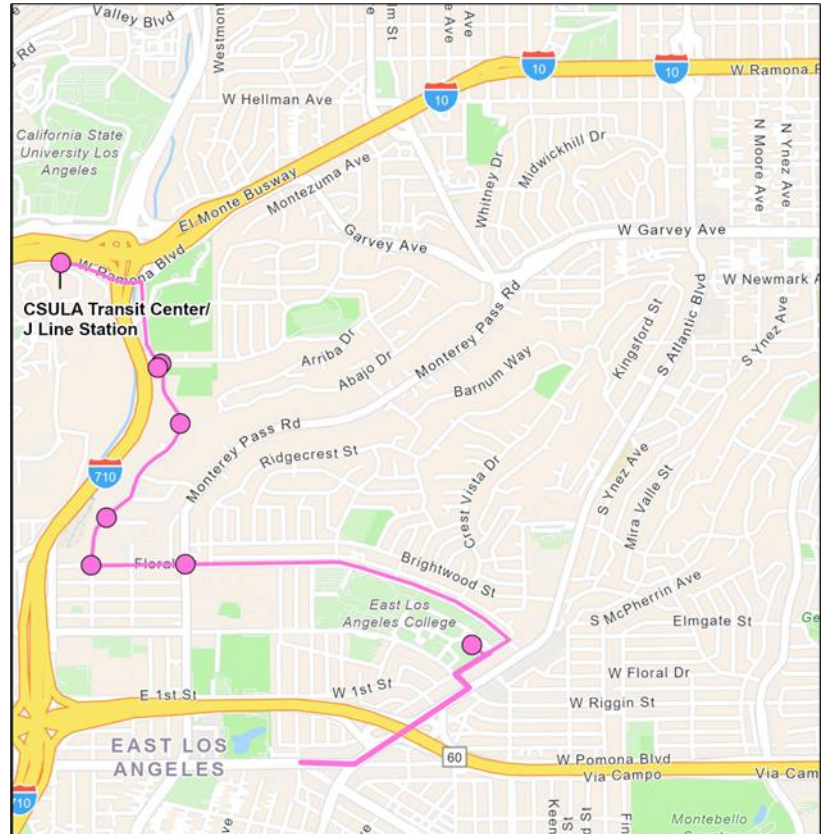


Implementation of *Spirit Bus* - Service Improvement Strategies

Route 5

Data by stop is limited due to unresolved issues with onboard technology. Overall data by route shows an average of 21 passengers per day along the whole route in October 2023. Ridership along E Riggan St. and McCaslin Business Park segments was low in 2019 and is now likely lower. Route 5 does provide a key connection to CSULA Metrolink Station and could be altered to serve ELAC transit center and Metro E Line.

- Eliminate existing fixed route transit service east of Atlantic and Riggan that currently operates for only two daily trips.
- Expand service to connect with Metro E Line Atlantic Station/Kaiser Permanente East Los Angeles Medical Offices.
- Expand existing Monterey Park Dial-a-Ride service to allow trips within a defined service area along Riggan Road and providing connectivity to the southeastern corner of the city, including service to the Monterey Park Marketplace Shopping Center.



Spirit Bus - Service & Operating Characteristics

Route *	Level of Service		Revenue Hours		Frequency (headway)	Run Time - Hrs	Annual Operating Cost \$ (@ \$109./hr.)
	Days of Week	Hours - Span	Day	Annual			
1 **	M - F	6:30AM - 6:30PM	(Span) 12	3,084	45 min.	0.67 (40 min.)	\$336,156
2 **	M - F	6:30AM - 6:30PM	12	3,084	45 min.	0.67 (40 min.)	\$336,156
3 **	M - F	6:30AM - 6:30PM (Rt. 3 - modified route)	12	3,084	30 min.	0.42 (25 min.)	\$336,156
4	discontinue						
5 ***	M - F	6:30AM - 6:30PM	12	3,048	45 min.	0.67 (40 min.)	\$332,232
TOTAL			48	12,300			\$1,340,700

* Excludes costs for LINK

** No service: Thanksgiving Day, Christmas Day, & New Years Day

*** No service: Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day, & New Years Day

Implementation of *Spirit Bus* - Service Improvement Strategies

Implementation Considerations

In moving forward, City staff will enter into discussions with their current operating contractor, First Transit who will be responsible for building the runs/developing blocks and driver paddles for the operation of the respective routes and frequencies.

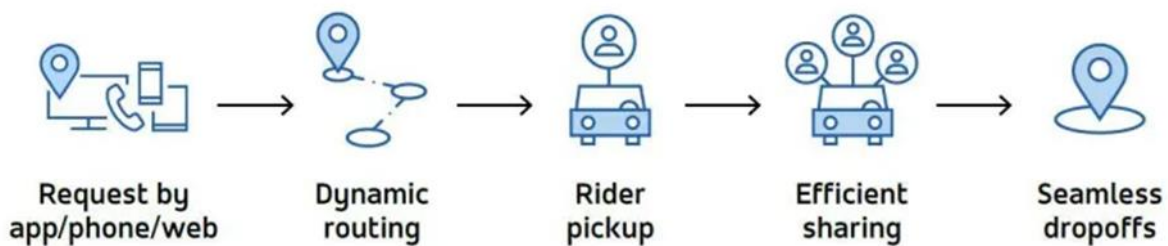
Pilot Program – On-Demand Microtransit (x 2 zones)

Recommendation: Implement a one-year pilot program to provide a proof of concept (PoC) of on-demand microtransit.

As illustrated on the following page, the deployment of the pilot program would provide on-demand microtransit in two service areas. Pilot Zone 1 to address the discontinuance of Route 4 and Pilot Zone 2 to address the discontinuance of the reservoir loop segment of Route 3.

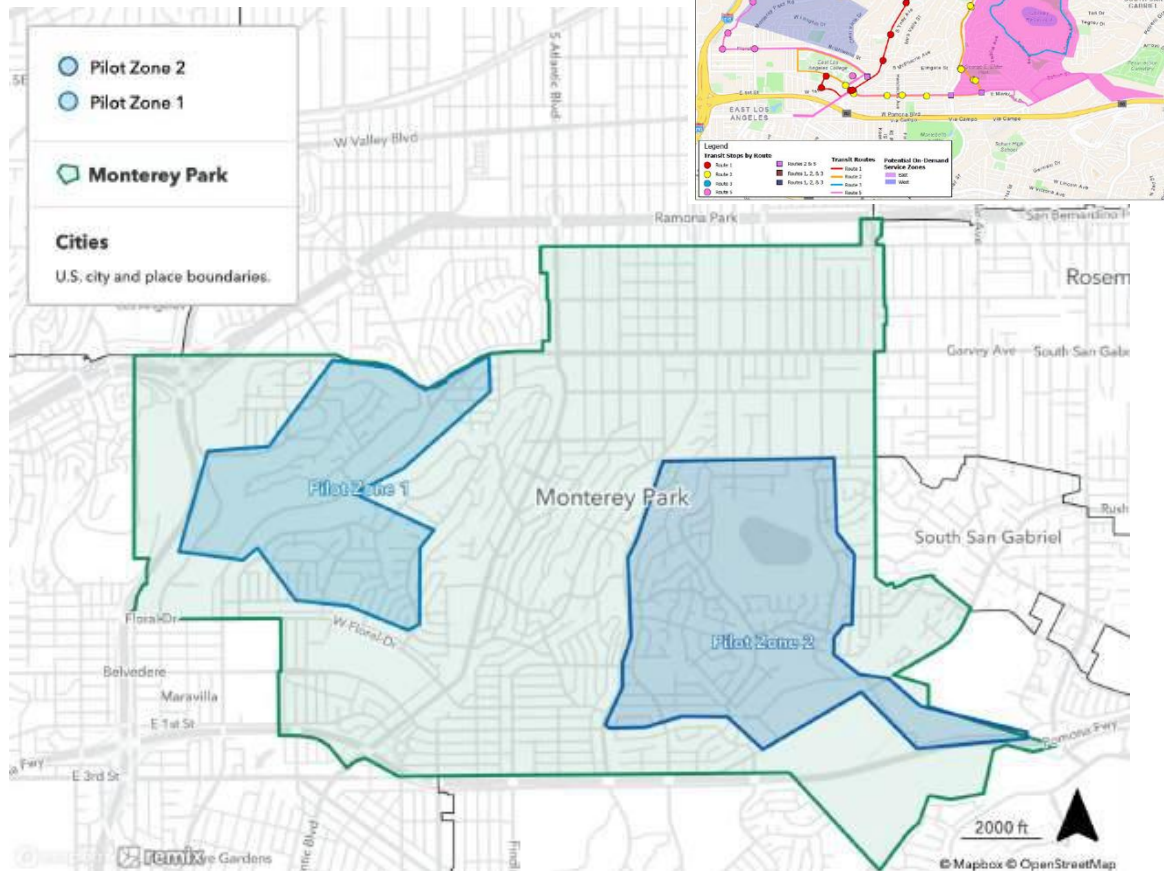
On-demand services would operate on the same days of the week and hours of the day as Spirit Bus service: Monday to Friday, 6:30AM – 6:30PM.

How it works:



Implementation of *Spirit Bus* - Service Improvement Strategies

On-Demand Microtransit Pilot Zones



The City has undertaken preliminary discussions with Via Transportation (provider of advanced public mobility solutions - software and operations for flexible public transit) for the deployment of the recommended pilot program. Key characteristics from Via's proposal for the pilot include:



- Via's app allows for trips to be scheduled via phone; the app also integrates with regional transportation for trip planning.
- Service options for pick up and drop off areas are based on City's policy decision. Via recommends doing pick up/drop off within a zone to/from a zone.
- Wait times with the proposed model of 2 vehicles is a not-to-exceed 15 minutes.
- Via requires a one-year commitment for the pilot.
- Implementation for the pilot is approximately 12 weeks.
- City may consider piggybacking off Via's King County or City of West Covina contracts.

The latter point is based on Via having provided a copy of their contracts with King County Metro and the City of West Covina. While either of these contracts would need to be tailored to the specifics of the City of Monterey Park's service zones and operating parameters, both contracts clearly articulate the scope of services, data reporting, performance monitoring, etc.

Implementation of *Spirit Bus* - Service Improvement Strategies

Via's proposal provides for a not-to-exceed annual cost (gas vehicles) of \$570k.

It is important to note that Via Transportation will be responsible for providing a robust marketing, communication, and education program to not only promote the service but to ensure the community is familiar with how it works.

On-Demand Microtransit Pilot Program - Key Performance Indicators (KPIs)

Designed to prove the concept of on-demand microtransit, it is important to look beyond ridership (and subsidy levels), it is important to consider the customer experience, including improved mobility/access, equity and customer satisfaction. The following table presents recommended KPIs for the pilot program.

BUSINESS FUNCTION	SAMPLE KPIS	REQUIRED DATA
Mobility/ Service Operations	• Riders per hour • Ridership by service area/zone • On-time performance • Service reliability • Number of booked and completed trips • Number of no-shows and cancellations • Vehicle revenue hours and miles • Number of trips originating /terminating within a zone or predefined location • Number of passenger trips that are shared.	• Trip details, Origin-Destination • Ridership • Payments and Payment Methods • Vehicle travel time and schedule adherence data
Equity	• Trips delivered to variety of community segments • Increased access to destinations in the city • Trip requests by mobile app vs. telephone requests through call-center	• Trip details
Customer Satisfaction	• Number of customer complaints • Passenger wait time • Average on-board time • Average trip length • Number of service denials	• Trip details; Origin-Destination • Ridership • Payments • Vehicle travel time and schedule adherence data • Missed connections
Finance	• Revenue trend • Trends in cash and non-cash payments • Cost/trip • Subsidy/trip • Cost/revenue hour • Cost/revenue mile	• Cost and revenue data

Implementation of *Spirit Bus* - Service Improvement Strategies

Implementation Schedule

If City Council approves going forward with the recommended service improvement strategies in mid-October, it is anticipated that the respective contract documents will be prepared and executed by early December with the issuance of a notice to proceed at that time (as illustrated below in the Implementation Schedule). Via and First Transit will have three-months to prepare for a go-live date by early March 2025. The pilot will operate for a twelve month period, to March 2026.

The schedule also includes reference to the preparation of a Request for Proposals (RFP) document and solicitation process (noted in RED). It is important to note that the RFP document, in addition to noting standard caveats (i.e., rights to not award, etc.), may also include an optional scope of work reflecting an expanded, city-wide on-demand microtransit service².

Task / Activity	2024		2025												2026		
	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March
Negotiations/Contract Development - Via Transportation & First Transit																	
Via Transportation - Notice to Proceed																	
Via Transportation - Pilot Program Set-Up																	
First Transit - Building Runs/Driver Paddles & Training																	
Go Live																	
On Demand Microtransit PILOT (& route restructuring deployment)																	
Operating Contract RFP: Document Preparation																	
RFP - Issue, Mtgs., Q&A, Evaluation, Award																	
Contractor Start-Up																	

² The continuance of Spirit Bus fixed route services will have future capital cost implications for the City with the requirement to replace an aging fleet.

Implementation of *Spirit Bus* - Service Improvement Strategies

Exhibit 1: Spirit Bus Boardings by Route Segment – 2019 & 2023

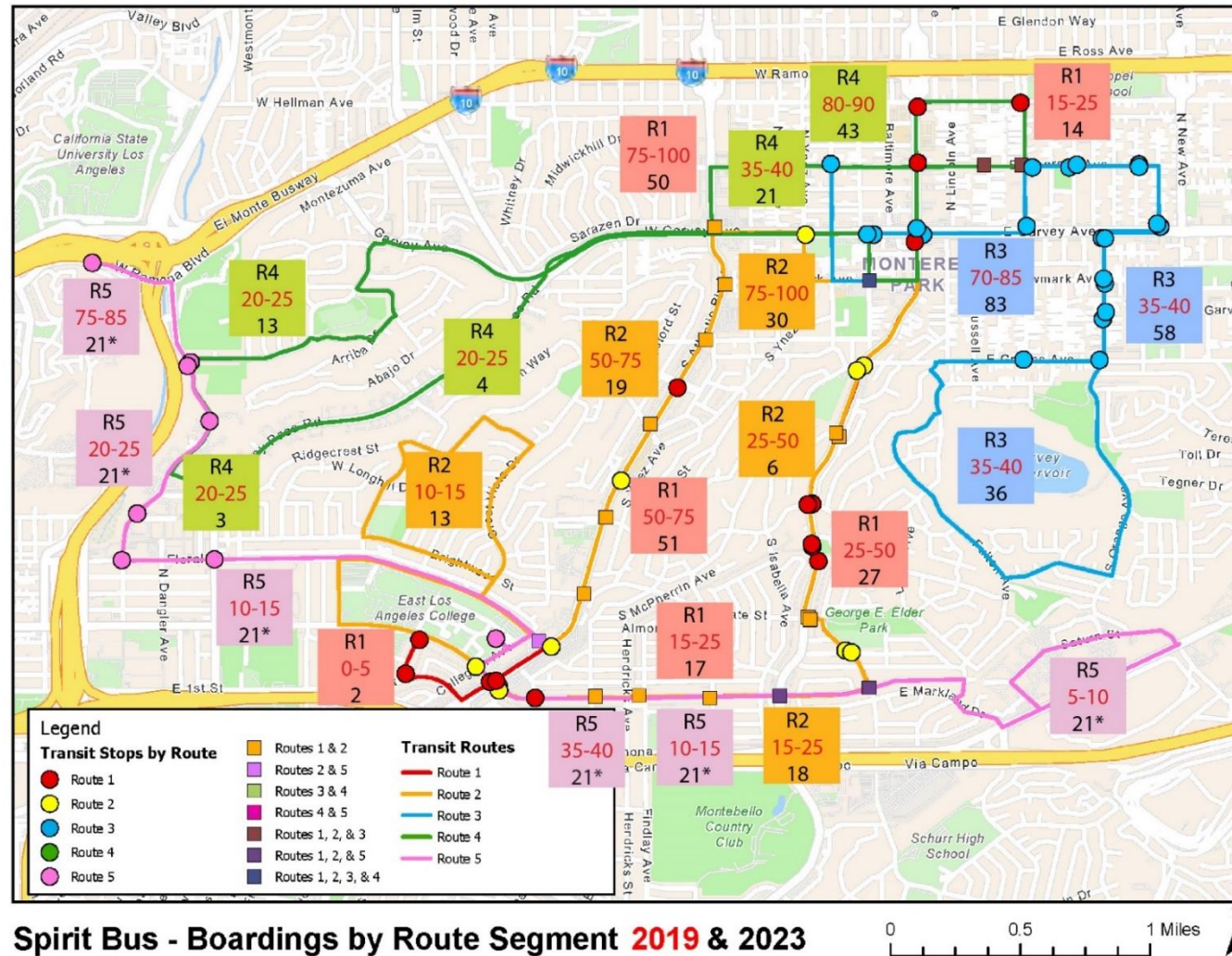
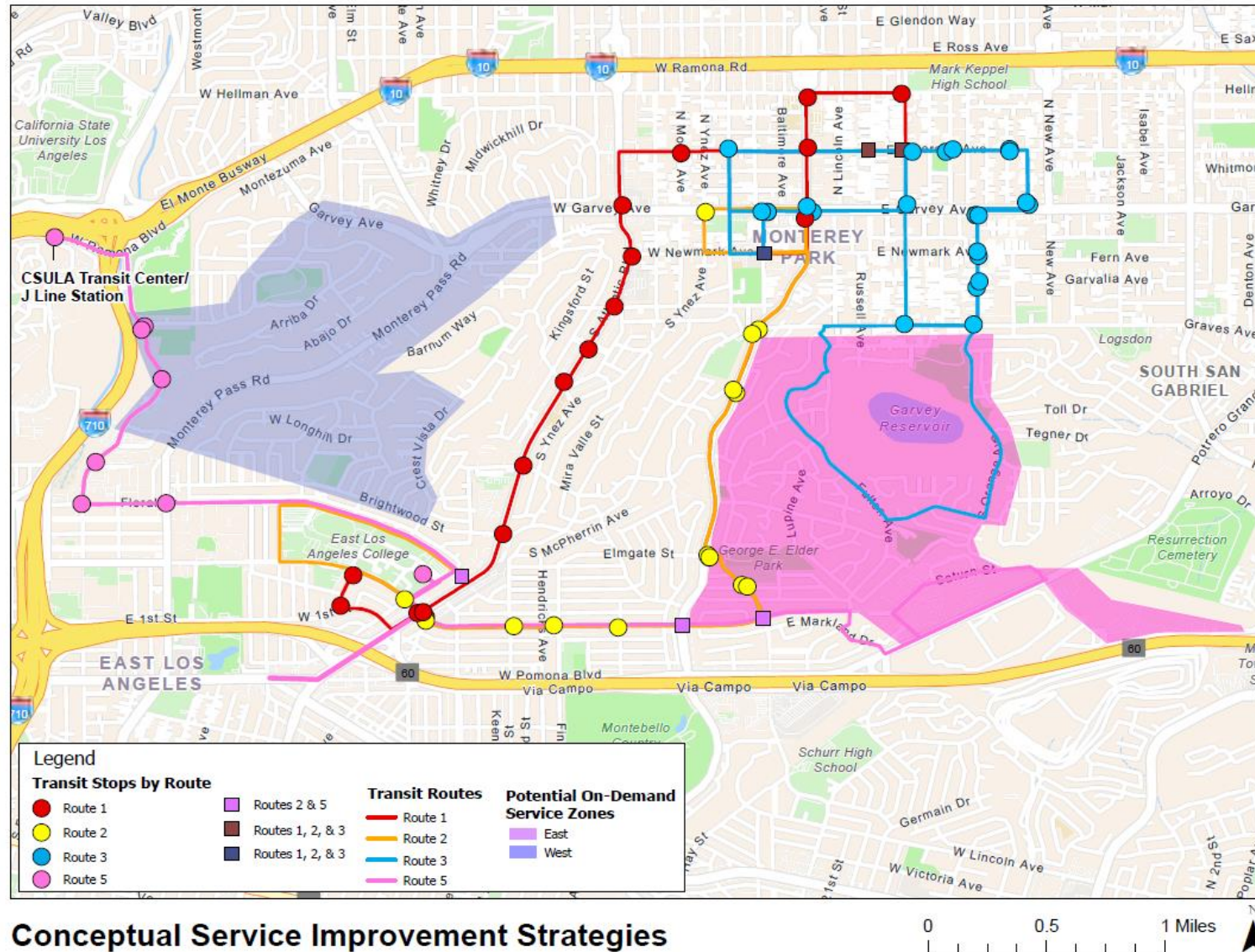


Exhibit 2: Recommended Service Improvement Strategies





City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3A

TO: The Honorable Mayor and City Council
FROM: Amy Lee, City Treasurer
SUBJECT: Monthly Investment Report – October 2024

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the monthly investment report; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of October 31, 2024, invested funds for the City of Monterey Park total \$90,616,453.25.

BACKGROUND:

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

Respectfully submitted by:

Prepared by:

A handwritten signature in black ink, appearing to be "Amy Lee", written over a horizontal line.

Amy Lee
City Treasurer

A handwritten signature in black ink, appearing to be "Martha Garcia", written over a horizontal line.

Martha Garcia
Finance Director

Approved by:

A handwritten signature in blue ink, appearing to be "Inez Alvarez", written over a horizontal line.

Inez Alvarez
City Manager

ATTACHMENT:

1. Monthly Investment Report

ATTACHMENT 1

Monthly Investment Report

**CITY OF MONTEREY PARK
INVESTMENT REPORT
OCTOBER 31, 2024**

INVESTMENTS PORTFOLIO PROFILE:
TOTAL BALANCE AT 10/31/2024

\$ 90,616,453.25

INVESTMENT COMPOSITION

(1) <u>LA COUNTY POOLED INVESTMENT FUND</u>	ON DEMAND	3.97%	<u>\$ 25,818,566.20</u>
(2) <u>LOCAL AGENCY INVESTMENT FUND</u>	ON DEMAND	4.518%	<u>\$ 31,677,259.06</u>
(3) <u>CHANDLER ASSET MANAGEMENT</u>		4.89%	<u>\$ 25,526,627.99</u>

(4) <u>CERTIFICATES OF DEPOSIT</u>	Purchase Date	Maturity Date	Interest Rate	
1 MEDALLION BANK UTAH	01/28/22	01/28/25	1.25%	245,000
2 PENTAGON FEDERAL UNION	01/31/22	01/31/25	1.25%	245,000
3 BEAL BANK	02/02/22	01/29/25	1.15%	245,000
4 VALLIANCE BANK	03/18/22	03/18/25	1.40%	245,000
5 STATE BANK OF TEXAS	03/25/22	03/25/25	1.45%	245,000
6 FIRST FED SAVINGS & LOAN	03/30/22	03/31/25	2.00%	245,000
7 LAFAYETTE FEDERAL CREDIT UNION	03/30/22	03/31/25	2.20%	245,000
8 COMENITY CAPITAL BANK	04/14/22	04/14/25	2.55%	245,000
9 AMERICU CREDIT UNION	04/21/22	04/21/25	2.30%	245,000
10 BALBOA THRIFT & LOAN	04/29/22	04/29/25	2.00%	245,000
11 AUSTIN TELCO FEDERAL CREDIT UNION	12/16/22	12/16/24	5.00%	245,000
12 RAIZ CREDIT UNION	01/25/23	01/27/25	4.75%	245,000
13 GREENWOOD MUNICIPAL FED CREDIT UN	01/27/23	01/27/25	4.80%	245,000
14 WORKERS	01/27/23	01/27/25	4.70%	245,000
15 ALPINE BANK	01/31/23	01/31/25	4.55%	245,000
16 SOUTHEAST BANK	02/06/23	02/06/25	4.55%	245,000
17 RED CROWN FCU	02/22/23	02/21/25	4.85%	245,000
18 TECHNOLOGY FCU	02/24/23	02/24/25	5.00%	245,000
19 UFIRST FEDERAL CREDIT UNION	02/24/23	08/25/25	4.85%	245,000
20 SEA COMM FEDERAL CREDIT UNION	03/02/23	03/03/25	4.90%	245,000
21 WESTERN ALLIANCE BANK	05/05/23	05/05/25	4.85%	245,000
22 GLOBAL CREDIT UNION	05/12/23	05/12/25	4.85%	245,000
23 BANK OF AMERICA	07/24/24	07/24/25	4.85%	245,000
24 FLASTAR BANK NA	07/25/24	01/26/26	4.85%	245,000
25 CONNEX CU	08/06/24	08/06/25	4.95%	245,000
26 TRUSTONE FINANCIAL FCU	08/15/24	08/15/25	4.45%	245,000
27 PREFERRED BANK	09/03/24	09/03/25	4.41%	100,000
28 PREFERRED BANK	09/08/24	09/08/25	4.41%	150,000
29 FINANCIAL PARTNERS CREDIT UNION	09/13/24	09/12/25	4.35%	245,000
30 BARCLAYS BANK	09/18/24	09/18/25	4.30%	239,000
31 ROCKLAND FEDERAL CREDIT UNION	09/25/24	09/25/25	4.50%	245,000
32 KEYPOINT CREDIT UNION	10/30/24	10/30/25	4.35%	245,000

Total CDs (32) 3.769% **\$ 7,594,000.00**

OTHER INFORMATION:

BANK BALANCE: ⁽¹⁾	<u>\$8,831,964.03</u>
AVERAGE MATURITY DAYS	248
AVERAGE INTEREST RATE FOR THE MONTH	4.402%

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

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

(1) Bank balance is maintained to cover outstanding warrants, payroll checks and on-going operating costs.

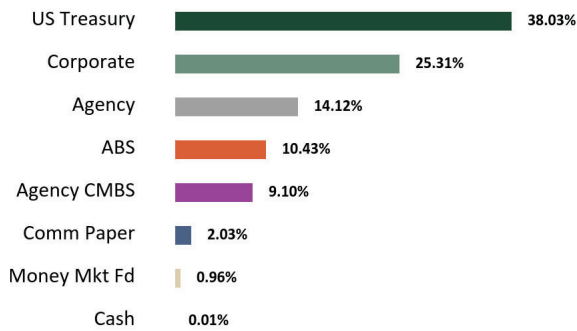
PORTFOLIO SUMMARY

City of Monterey Park | Account #11189 | As of October 31, 2024

Portfolio Characteristics

Average Modified Duration	1.85
Average Coupon	4.08%
Average Purchase YTM	4.89%
Average Market YTM	4.44%
Average Quality	AA
Average Final Maturity	2.23
Average Life	1.91

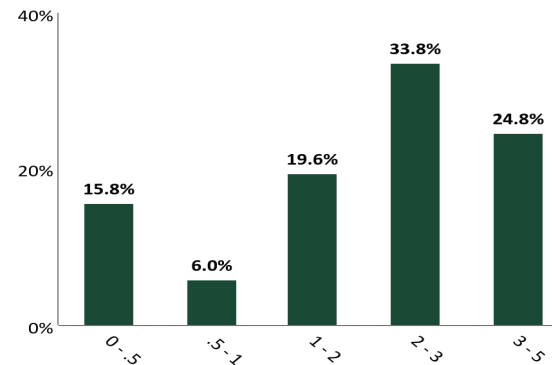
Sector Allocation



Account Summary

	Beg. Values as of 10/01/2024	End Values as of 10/31/2024
Market Value	25,851,662.49	25,699,833.39
Accrued Interest	199,067.07	199,648.59
Total Market Value	26,050,729.56	25,899,481.98
Income Earned	129,505.29	104,854.36
Cont/WD	0.00	0.00
Par	25,678,205.94	25,763,752.54
Book Value	25,424,579.42	25,526,627.99
Cost Value	25,328,967.12	25,431,210.12

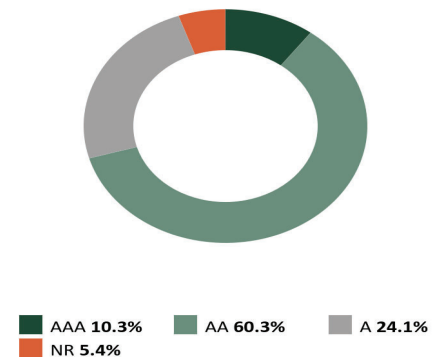
Maturity Distribution



Top Issuers

United States	38.03%
FHLMC	9.10%
Farm Credit System	7.07%
Federal Home Loan Banks	7.06%
PACCAR Inc	2.24%
Bank of America Credit Card Trust	1.47%
John Deere Owner Trust	1.47%
Hyundai Auto Receivables Trust	1.37%

Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (03/12/24)
City of Monterey Park	(0.57%)	1.11%	--	--	--	--	--	--	--
Benchmark Return*	(0.58%)	1.11%	--	--	--	--	--	--	--

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index Secondary Benchmark:

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 11/04/2024 04:50:56 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar No. 3B

TO: The Honorable Mayor and City Council
FROM: Martha Garcia, Director of Finance
SUBJECT: Resolution Adopting the Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2025 – June 30, 2026

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution approving the Recognized Obligation Payment Schedule (ROPS 25-26 A&B) for the period between July 1, 2025 – June 30, 2026;
2. Approving the Successor Agency Administrative Budget for July 1, 2025 – June 30, 2026;
3. Directing staff to post and transmit the ROPS and Administrative Budget to the appropriate public agencies; and
4. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Existing law requires the Monterey Park Successor Agency (SA) to formulate Recognized Obligation Payment Schedules (ROPS) under which the SA makes payments for eligible obligations of the former Redevelopment Agency. The ROPS are considered by the Successor Agency Board, proposed to the Oversight Board (OB) and, if approved by the OB, provided to the California Department of Finance for review.

The ROPS is required to be prepared for an entire 12 months. Staff requests that the City Council, acting on behalf of the SA for the former Monterey Park Redevelopment Agency, consider and adopt the ROPS 25-26 A&B and the related administrative budget for the period covering July 1, 2025 – June 30, 2026.

BACKGROUND:

ROPS 25-26 A&B has no new line items and requests an amount of \$2,294,510 including an administrative budget of \$190,000 for the period of July 1, 2025 through June 30, 2026.

To meet the deadlines for disbursement of funds from the County of Los Angeles, both the SA and the OB must approve the ROPS and submit it to the Department of Finance by January 31, 2025.

The First District Consolidated Oversight Board is scheduled on January 13, 2025 to review the ROPS as well as the administrative budget after the SA's approval. The deadline for the Successor Agency to the First District Consolidated Oversight Board is December 16, 2024.

FISCAL IMPACT:

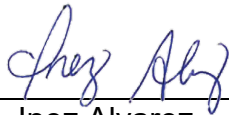
All monies received from the request made on the ROPS go into the account of the Successor Agency for obligations of the former Redevelopment Agency.

Respectfully prepared and submitted by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Resolution ROPS 25-26 A&B

ATTACHMENT 1

Resolution ROPS 25-26 A&B

RESOLUTION NO. SA- ____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING RECOGNIZED OBLIGATION PAYMENT SCHEDULES PURSUANT TO HEALTH AND SAFETY CODE § 34177.

The City Council, acting on behalf of the Successor Agency to the Monterey Park Redevelopment Agency ("Successor Agency"), does resolve as follows:

SECTION 1: The City council finds and declares that:

- A. On June 29, 2011, AB 1X 26 and AB 1X 27 became effective, requiring that each redevelopment agency within California be dissolved unless the community that created it enacts an ordinance committing it to making certain payments;
- B. On December 29, 2011, the California Supreme Court issued a decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal. 4th 231 largely upholding AB 1X 26, invalidating AB 1X 27 as unconstitutional, and holding that AB 1X 26 may be severed from AB 1X 27 and enforced independently;
- C. As a result of the Supreme Court's decision, the Monterey Park Redevelopment Agency (the "redevelopment agency"), created pursuant to the Community Redevelopment Law, was dissolved pursuant to AB 1X 26 on February 1, 2012;
- D. By its Resolution No. 11455 adopted on January 11, 2012, the City Council of the City of Monterey Park chose to act on behalf of the successor agency for the Redevelopment Agency (the "Successor Agency"); and
- E. In adopting this Resolution for the Successor Agency, the City Council approves the Recognized Obligation Payment Schedule (designated as ROPS 25-26 A&B by the California Department of Finance) on behalf of the Successor Agency for the period from July 1, 2025 through June 30, 2026.

SECTION 2: *Recognized Obligation Payment Schedules.* The City Council adopts ROPS 25-26 A&B attached as Exhibit "A" to this Resolution and incorporated by reference. The City Council also adopts the Administrative Budget attached as Exhibit "B" to this Resolution and incorporated by reference.

SECTION 3: Authorization. The City Manager, or designee, acting on behalf of the Successor Agency is authorized and directed, jointly and severally, to implement this Resolution including, without limitation, providing documents associated with the ROPS 25-26 A&B to the Oversight Board, City Council, Department of Finance, county Controller and (if applicable) State Controller. The City Manager, or designee, is the official whom the Department of Finance may make requests for review in connection with the ROPS 25-26 A&B.

SECTION 4: Amendment. The ROPS may be amended from time-to-time at any public meeting of the City Council acting on behalf of the Successor Agency.

SECTION 5: Environmental Determination. This Resolution is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

SECTION 6: Reliance on Record. Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Successor Agency and applicable law. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 7: Summaries of Information. All summaries of information in the findings, which precede this Section, are based on the substantial evidence in the record including, without limitation, verbal and documentary evidence submitted to the Successor Agency. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 8: 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 9: The Secretary is directed to certify the adoption of this Resolution; record this Resolution in the book of the SA’s original resolutions; and make a minute of the adoption of the resolution in the Successor Agency’s records and the minutes of this meeting.

SECTION 10: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED, APPROVED, AND ADOPTED this 20th day of November 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

Monterey Park
ROPS 2025-26 Annual

Requested Funding for Obligations		25-26A Total	25-26B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)	0	0	0
B	Bond Proceeds	0	0	0
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	1,148,652	1,145,858	2,294,510
F	RPTTF	1,053,652	1,050,858	2,104,510
G	Administrative RPTTF	95,000	95,000	190,000
H	Current Period Obligations (A+E)	1,148,652	1,145,858	2,294,510

Monterey Park ROPS 2025-26 Annual								
Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding
1	Successor Agency Administration Costs	Admin Costs	1/1/2014	7/12/2034	Successor Agency	Successor Agency Administration Costs - labor and overhead	35,516,622	190,000
28	Housing Fund Repayment of SERAF Loan	LMIHF Loans	8/4/2010	6/30/2030	Housing Successor Agency	Housing Fund Repayment of SERAF Loan	690,322	137,342
31	Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Bonds issued to advance refund the 2002 Tax Allocation Bonds	1,968,071	1,313,118
32	Trustee Fees for Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2028	US Bank	Fees for Trustee of Refunding Bonds	20,250	1,000
33	Trustee Fees for Atlantic-Garvey Tax Allocation Refunding Bonds, 2013A	Bonds Issued On or Before 12/31/10	12/24/2013	9/1/2026	US Bank	Fees for Trustee of Refunding Bonds	21,620	1,000
36	Merged Tax Allocation Refunding Bonds, 2013B	Bonds Issued After 12/31/10	12/24/2013	9/1/2028	US Bank	Bonds issued to advance refund the 1998 Tax Allocation Bonds	2,284,034	652,050
								2,294,510

Monterey Park Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips .							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount					0	
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller					2,401,677	
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)					2,401,677	
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC	No entry required					
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	

City of Monterey Park
Successor Agency Administrative Costs
7/1/2025 - 6/30/2026
ROPS Item # 1

Name	Source of Payment	ROPS 25-26 A&B 12-Month Period Total
<i>Successor Agency</i>		
Direct Project Management Cost		
Salaries:	RPTTF	
ROPS documents preparation, filing, audits and other misc.		40,000
Accountant		
Finance Manager		
Director of Finance		
Agreements, resolutions, meetings	RPTTF	50,000
Administrative Secretary		
Finance Manager		
Director of Finance		
City Clerk		
City Attorney		
City Manager		
<i>Total Direct Project Management Cost</i>		90,000
Administrative Cost		
Insurance and Benefits	RPTTF	22,000
OPEB Obligations, Pension Charges	RPTTF	12,000
Office Supplies (paper/toners/ink)	RPTTF	1,000
Postage / Messenger Service / Telephone	RPTTF	1,000
Legal Services	RPTTF	5,000
SA Audit and Annual Financial Statement (The Pun Group, etc)	RPTTF	22,000
Other Professional Contracted Services, Technology Charges (HdL		
Property Tax Service, etc)	RPTTF	32,000
Printing / Copying / Duplicating Equipment Rental / Other Misc	RPTTF	5,000
<i>Total Administrative Cost</i>		100,000
<i>Total Direct and Administrative Cost</i>		\$ 190,000



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3C

TO: The Honorable Mayor and City Council
FROM: Chris Thompson, Fire Chief
SUBJECT: State Homeland Security Program Subrecipient Agreement Grant Year 2023 – Award Agreement

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute an agreement with the County of Los Angeles, in a form approved by the City Attorney, to accept an award of \$13,459 for the State Homeland Security Program Grant Year 2023 (SHSP 2023); and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The County of Los Angeles is a Subgrantee of the State Homeland Security Program Grant Year 2023 provided by the U.S. Department of Homeland Security. Per the subrecipient agreement, the County of Los Angeles is authorized to enter a subrecipient agreement with the City of Monterey Park, which includes a distribution of SHSP 2023 grant funds to the City of Monterey Park in the amount of \$13,459. The award includes Urban Search and Rescue equipment and specific regional training for department suppression staff. Staff recommends the City Council authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with the County of Los Angeles to accept an amount not to exceed \$13,459, for the SHSP 2023 Grant.

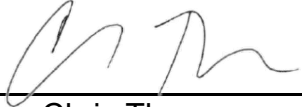
BACKGROUND:

Monterey Park Fire Department must keep pace with public safety needs in the City and region. Per the subrecipient agreement, "this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, response to, and recover from threats or acts of terrorism." Monterey Park Fire Department has been awarded SHSP grants in the past and seeks City Council approval of the SHSP 2023 Grant and subrecipient agreement.

FISCAL IMPACT:

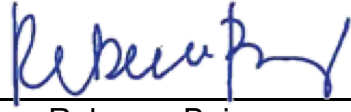
The City of Monterey Park will receive a total of \$13,459 from the 2023 State Homeland Security Program. This award has been budgeted in the Fiscal Year 2024-25 budget.

Respectfully submitted by:



Chris Thompson
Fire Chief

Prepared by:



Rebecca Bojorquez
Principal Management Analyst

Reviewed by:



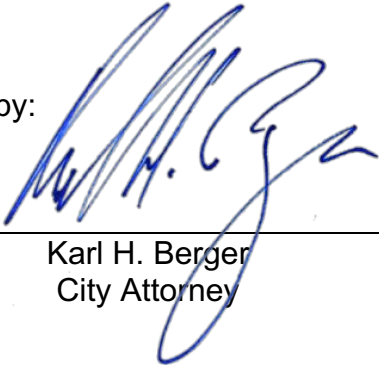
Martha Garcia
Finance Director

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3D

TO: The Honorable Mayor and City Council
FROM: Jessica Serrano, Director of Community Development
SUBJECT: Consideration and possible action to waive second reading of an Ordinance adopting regulations governing data centers within Saturn Park in accordance with Section 3(A) of Ordinance No. 2198 (adopted by voters as Measure JJ on November 3, 2020).

RECOMMENDATION:

It is recommended that the City Council consider:

1. Waiving the second reading and adopting the proposed ordinance; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

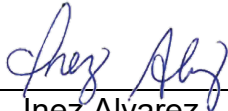
The Ordinance was introduced and received first reading at the November 6, 2024 City Council meeting. The original staff report (from November 6, 2024) is attached for reference. Second reading and adoption of these Ordinances is recommended. If adopted, the ordinance will take effect in 30 days.

Respectfully submitted and prepared
by:



Jessica Serrano
Director of Community
Development

Approved by:



Inez Alvarez
City Manager



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Ordinance No. _____ amending the Monterey Park Municipal Code
2. City Council Staff Report, dated November 6, 2024 (without attachments)

ATTACHMENT 1

Ordinance No. _____ amending the Monterey
Park Municipal Code

ORDINANCE NO.

AN ORDINANCE AMENDING MONTEREY PARK MUNICIPAL CODE CHAPTER 21.14 (ZCA-24-02) TO AMEND REGULATIONS GOVERNING DATA PROCESSING FACILITIES IN ACCORDANCE WITH SECTION 3(A) OF ORDINANCE NO. 2198 (ADOPTED BY VOTERS AS MEASURE JJ ON NOVEMBER 3, 2020).

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

SECTION 1: The City Council finds and declares that:

- A. This Ordinance is adopted pursuant to the voters' directives in Ordinance No. 2198, as adopted November 3, 2020 via Measure JJ.
- B. Based upon recommendations of the Saturn Park Advisory Review Commission ("SPARC"), the City Council will be considering expansion of uses within Saturn Park.
- C. As a preliminary matter, however, the City Council finds that there is a current interest by developers to construct "data centers" within Saturn Park. A review of the Monterey Park Municipal Code ("MPMC") confirms that the "data center" land use is not considered as part of the current zoning regulations. While a "data processing facility" is listed as an allowed land use within Saturn Park, that term is not defined. Additionally, since this term was added to the MPMC in 1998, it was well before the concept internet commerce emerged as the "new economy"; the term did not encompass the scope of uses contemplated by contemporary data center developers.
- D. It is plain that data centers – as they have developed in the 25 years since the Saturn Park regulations were first added to the MPMC – are energy hungry land uses that are generally aesthetically displeasing and provide few public benefits. Current data show that, overall, buildings consume 74% of all electricity in the United States.
- E. Goal 2 of the City's Environmental Justice Element provides that "Community health and the reduction of exposure to environmental pollutants is a priority and part of all planning and policy practices." Additionally, Goal 3.1 provides that the City should "[m]aximize the use of the City's existing open space network and recreation facilities by enhancing those facilities and providing connections, particularly from disadvantaged neighborhoods."
- F. These Goals and Policies reflect the City Council's overall intent to provide for a cleaner, greener, and more enjoyable community both for our current residents and for future generations.
- G. Requiring data centers to adhere with green building principles is a form of climate action that minimizes greenhouse gas emissions, relies on energy efficiency and renewable resources, conserves water, optimizes material use,

provides healthy and biodiverse environments, and bolsters an equitable society.

- H. Third party rating systems characterize the lifecycle considerations for green buildings. These programs can offer credibility, transparency, and consistency to project teams in pursuit of an elevated and well-defined performance standards for data centers.
- I. It is in the public interest to update the MPMC as to data centers while also considering additional uses for Saturn Park as contemplated by Measure JJ, SPARC, and the City Council.

SECTION 2: Pursuant to MPMC § 21.38.050, the City Council finds as follows:

- A. Land Use and Urban Design Element: This Ordinance complies with Policy 4.2 (Sustainable Practices); Policy 4.3 (Environmental Burden); Policy 4.4 (Freeway Buffer Greening); Policy 4.5 (New Development); Policy 4.6 (Active Transportation); Policy 11.1 (Privacy); Policy 12.1 (Compatibility); Policy 12.2 (Comprehensive Design); and Policies 25.1, 25.2, and 25.3 (specific as to Saturn Park).
- B. Environmental Justice Element: This Ordinance complies with Policy No. 2.1 (limiting environmental pollution); Policy 2.2 (promote enhanced health outcomes and improved quality of life); and Policy 3.2 (work with local business community to expand green space programs).
- C. These regulations will not adversely affect surrounding properties. Such regulations will operate citywide and will not affect a change in the use or the intensity of use of property in any zone.

SECTION 3: *Environmental Review.* The City Council finds and determines that this ordinance is not subject to further review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) for the following reasons: (1) it will not result in a direct or reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15060(c)(2); (2) there is no possibility that the ordinance may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3); and (3) the ordinance, by itself, does not constitute a “project” as defined in the CEQA Guidelines (14 Cal. Code Regs. § 15378).

SECTION 4: *Renaming of Zone; Amendment of Zoning Map; Amendment of MPMC § 21.02.210.* All references to “O-P—OFFICE PROFESSIONAL ZONE (VOTER ENACTED)” within the MPMC are amended to read “S-P – SATURN PARK INNOVATION/TECHNOLOGY ZONE.” All references to the “O-P zone” within MPMC Chapter 21.14 are amended to read “S-P zone.” The reference to the “McCaslin Business Park (O-P Voter Enacted)” in the Zoning Map is amended to read “Saturn Park Innovation/Technology Zone.” MPMC § 21.02.210(B) is amended to add the “Saturn Park Innovation/Technology Zone” to the table of Zone Designations.

SECTION 5: MPMC Chapter 21.14 is amended to add sections 21.14.210 and 21.14.220 to read as follows:

“Chapter 21.14

S-P – SATURN PARK INNOVATION/TECHNOLOGY ZONE

* * *

21.14.210. Definitions.

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

“Data center” means a building, dedicated space within a building, or group of structures located on one or more acres of land used to house a large group of networked computer systems used for data storage and processing for off-site and on-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support operations. This definition does not apply to smaller data processing facilities that are located on less than one acre of land and where such facilities are accessory or incidental to another primary use.

“Data processing facility” means a building, dedicated space within a building, or group of buildings primarily used for the processing, storage, and management of electronic data on less than an acre of land. This type of facility typically involves activities such as data entry, storage, conversion, and analysis for onsite use.

“Director” means the City Manager or designee. Unless otherwise designated by the City Manager, the Community Development Director is the Director.

* * *

21.14.220. Data Centers – Development Agreement Required - Requirements

Data centers are permitted only with a development agreement in accordance with Chapter 21.44 of this code.”

SECTION 5: *Electronic Signatures.* This Ordinance 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: *Construction.* This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 7: *Severability.* 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 8: *Recordation.* The City Clerk, or designee, 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, and cause it to be published or posted in accordance with California law.

SECTION 9: *Effective Date.* This Ordinance will become effective 30 days after second reading and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:



Karl H. Berger, City Attorney

ATTACHMENT 2
City Council Staff Report, dated
November 6, 2024 (without attachments)



City Council Staff Report

DATE: November 6, 2024

AGENDA ITEM NO:

TO: The Honorable Mayor and City Council
FROM: Director of Community Development
SUBJECT: Consideration and possible action to adopt regulations governing data centers within Saturn Park in accordance with Section 3(A) of Ordinance No. 2198 (adopted by voters as Measure JJ on November 3, 2020).

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing and taking testimonial and documentary evidence;
2. After closing the public hearing and considering the evidence submitted during that public hearing:
 - a. Adopting an Urgency Ordinance (Attachment 1) upon 4/5 vote pursuant to Government Code § 65858 amending Monterey Park Municipal Code ("MPMC") Chapter 21.14 to add regulations governing data centers in accordance with Section 3(A) of Ordinance No. 2198 (adopted by voters as Measure JJ on November 3, 2020);
 - b. Introducing and waiving first reading of Ordinance No. _____ (ZCA-24-02) (Attachment 2) amending Monterey Park Municipal Code ("MPMC") Chapter 21.14 to add regulations governing data centers in accordance with Section 3(A) of Ordinance No. 2198 (adopted by voters as Measure JJ on November 3, 2020); and
 - c. Adopting Resolution No. _____ (Attachment 3) adopting design guidelines for data centers in accordance with MPMC Chapter 21.14; and
3. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq.; "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq.; the "CEQA Guidelines"), the City reviewed the environmental impacts of the proposed regulations. No additional environmental review is required for these regulations pursuant to CEQA Guidelines § 15060(c)(2), § 15378(b)(5) § 15301 § 15303 and § 15061(b)(3). These regulations are exempt from additional CEQA review because the regulations would amend existing zoning to govern data centers within Saturn Park in accordance with the voter enacted Land Use Element. This will not have a direct or reasonably foreseeable indirect physical change in the environment and does not qualify as a "project" under CEQA because it will not make physical changes to the environment. Additionally, the regulations are exempt from additional CEQA review under the

commonsense exemption that it will not affect the environment. Any future data center project applications will require separate environmental review as required by applicable law.

EXECUTIVE SUMMARY:

On October 2, 2024, the City Council considered the Saturn Park Advisory Review Committee's ("SPARC's") recommendation regarding potential future land uses as part of implementation of the Land Use and Urban Design Element ("LUE") to the General Plan. The City Council directed staff to draft amendments to MPMC Chapter 21.14 affecting properties within Saturn Park, including conducting research and developing regulations governing data centers to address concerns related to energy, water, air quality, noise and building design.

ZCA-24-02 proposes regulations for data centers within Saturn Park which implement the LUE. As a separate document, design guidelines for data centers are included for City Council consideration.

BACKGROUND:

TYPE OF ACTION: LEGISLATIVE

Decision-Making Body: Pursuant to MPMC § 2.56.020(c), the City Council is the City's Planning Agency for this matter. In considering the recommended actions, the City Council acts in its discretionary legislative capacity (formulating rules that apply to all future cases).

For the proposed Zoning Ordinance Text Amendment, the City Council must make the findings in MPMC § 21.38.050:

- That the proposed text amendment is consistent with the goals, policies, and objectives of the General Plan;
- That the proposed text amendment will not adversely affect surrounding properties; and
- That the proposed text amendment promotes public health, safety, and general welfare and serves the goals and purposes of the MPMC's zoning regulations.

These findings are included in the draft ordinances; the facts upon which these findings rely are also included with the draft documents.

EXISTING DATA CENTER REGULATIONS

The current regulations within MPMC Chapter 21.14 were enacted by the voters in 1998 and are generally identified as "Office Professional" or "O-P." To avoid confusion with other zoning regulations that were adopted by the City Council in 2013, the regulations affecting Saturn Park were designated as "O-P (Voter Enacted)."

The City is currently processing an application for a “data center” at 1977 Saturn. One of the City Council’s topics of discussion – which was also discussed by the SPARC – is the public interest in regulating data centers within Saturn Park. While the proposed use at 1977 Saturn was classified as a “data processing facility,” voters in 1998 could not have contemplated a “data center” use.

CURRENT AND PROPOSED DEFINITIONS

The MPMC does not current define a data center; data processing facilities are defined as

“a building, dedicated space within a building, or group of buildings primarily used for the processing, storage, and management of electronic data on less than an acre of land. This type of facility typically involves activities such as data entry, storage, conversion, and analysis for onsite use.”

Should the proposed regulations be adopted, the MPMC would be amended to include the following definition of a “data center”:

“a building, dedicated space within a building, or group of structures located on one or more acres of land used to house a large group of networked computer systems used for data storage and processing for off-site users, to be used for the remote storage, processing, or distribution of large amounts of data. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility substations, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support operations. This definition does not apply to smaller data processing facilities that are located on less than one acre of land and where such facilities are accessory or incidental to another primary use.”

This definition more accurately describes the data centers utilized nationwide for cloud storage; data transmissions; and other internet related activities. It also reflects the resource intense nature of such land uses.

PROPOSED REGULATIONS

The proposed regulations would help mitigate the impact of data centers on both surrounding land uses and on environmental resources. These efforts are reflected in:

- Aesthetics – the proposed design guidelines would craft data center buildings that are more than a box with wires. Such structures should help enhance the Saturn Park community and its surroundings with attractive architectural.
- Leadership in Energy and Environmental Design (“LEED®”) certified building designs for sustainable construction – this will help alleviate the impact of data

centers on energy, water, and other resources. The intent is to encourage use of renewable resources and reduce electrical use.

- Public benefits – the regulations would require data centers to execute a development agreement with the City to ensure that the community benefits from the presence of these land uses. Because data centers do not “sell” anything, they are not generally a significant source of tax revenue (other than limited property taxes). A development agreement will help not only protect the investment of data center developers but also provide a vehicle by which benefits may flow to the City.
- Green technology – among other things, data center would be required to provide onsite electric vehicle charging stations. Additionally, such uses must ensure that noise emanating from generators, etc., are reduced to the extent practicable.

LEGAL NOTIFICATION:

The legal notice of this hearing was posted at City Hall, Monterey Park Bruggemeyer Library, and Langley Center and published in Monterey Park Press on October 24, 2024, with affidavits of posting on file.

2024-25 STRATEGIC PLAN GOAL:

The proposed code amendments meet the 2024-25 Strategic Plan Goal to “Strengthen our local economy and enhance housing opportunities” by providing a framework from which data centers will be allowed to be built in a sustainable way that will create benefits to the community.

FISCAL IMPACT:

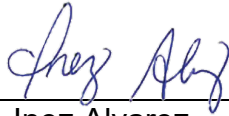
There are no identifiable fiscal impacts associated with adopting the Ordinance itself (other than costs associated with codifying the Ordinance).

Respectfully submitted and prepared
by:



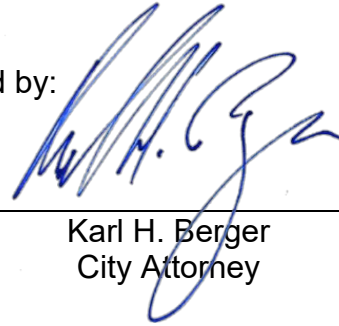
Jessica Serrano
Director of Community
Development

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENTS:

1. Urgency Ordinance No. ____ amending the Monterey Park Municipal Code
2. Regular Ordinance No. ____ amending the Monterey Park Municipal Code
3. Resolution No. ____ adopting design standards that apply to data center developments
4. Data Center Research:
 - a. County of Fairfax, Virginia – *Data Centers Report and Recommendations*, dated January 9, 2024
 - b. Article – *As Data Centers Zap Power, Some Pols Ponder The Unthinkable: Pulling The Plug*, dated October 9, 2024
 - c. Article – Recommendations for Proposed Zoning Ordinance Amendment for Data Center Impacts in Fairfax County, dated May 20, 2024
5. Notice of Determination



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3E

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Approval of Second Amendment to Agreement with Unify Staffing

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a Second Amendment to Agreement 2373-AA with Unify Staffing, in a form approved by the City Attorney, for continued staff augmentation services for the Parks Maintenance Division for an additional amount of \$46,080; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Unify Staffing currently provides staff augmentation services for the Parks Maintenance Division. Temporary staff augmentation services are needed as the City continues to recruit for two vacant positions within the Parks Maintenance Division. The current contract amount with Unify Staffing is for \$60,000. Staff recommends an Amendment to increase the current contract amount by \$46,080, for a total contract amount of \$106,080, for continued staffing services through June 30, 2025.

BACKGROUND:

Due to ongoing staffing shortages, the City's Park Maintenance Division contracted with Unify Staffing in July 2023 to temporarily augment staff for ongoing support of its daily operations. Unify Staffing continues to provide reliable and qualified staff to meet the current needs of the Parks Maintenance Division for the maintenance of the City's street and parkway trees, medians, gardens, City parks, and also supports the Parks Maintenance Division for various projects; ensuring maintenance needs are met promptly without overburdening staff.

The Public Works Department continues to experience challenges in recruiting qualified staff to fill vacancies. It is anticipated that staffing shortages will continue in the Parks Maintenance Division over the next several months. The current agreement amount with Unify Staffing is for \$60,000. It is recommended the City amend the current agreement with Unify Staffing for an additional amount of \$46,080, for a total agreement amount of \$106,080, which will continue to provide the Parks Maintenance Division access to temporary staffing services until positions are filled.

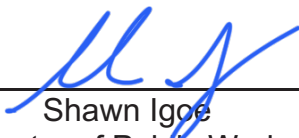
2024-25 STRATEGIC PLAN GOAL:

The proposed amendment meets the City's Goal to maintain infrastructure and facilities to support the current and future needs of the community.

FISCAL IMPACT:

The current contract amount with Unify Staffing is for \$60,000. The proposed Amendment has a cost of \$46,080, for a total contract amount of \$106,080 through June 30, 2025. The City will use salary savings from Full-time Parks vacancies to cover the costs of the Amendment.

Respectfully submitted by:



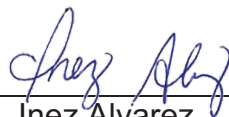
Shawn Igoo
Director of Public Works

Reviewed by:



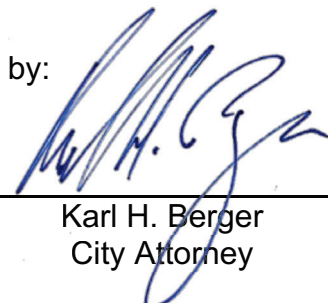
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT: None



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3F

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: First Amendment to Agreements with Eurofins, Weck and Clinical Lab for Lab Analyses

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute the First Amendment, in a form approved by the City Attorney, to the Agreements with Eurofins Eaton Analytica, LLC (2399-AC), Weck Analytical Environmental Services, Inc. (2273-AA), and Clinical Lab of San Bernardino, Inc. (2300-AD) extending the term of the agreements to June 30, 2028, and increasing the not to exceed combined total from \$400,000 to \$500,000 annually for laboratory analysis services for the Water Division;
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Water Division is requesting approval of the First Amendment to the Professional Services Agreements with three laboratory firms – Eurofins, Weck, and Clinical Lab – for water analyses services. The amendment will increase the combined not to exceed total from \$400,000 to \$500,000 annually and extend the term of the agreements to June 30, 2028.

BACKGROUND:

On April 20, 2022, City Council awarded three-year agreements to three labs - Eurofins Eaton Analytica, LLC, Weck Analytical Environmental Services, Inc. and Clinical Lab of San Bernardino, Inc. – for water analyses services for a combined total not to exceed \$400,000 annually. These agreements will terminate in May 2025.

Each of the three labs provides specialized services for water production: Weck provides water sampling analysis for the Water Division's National Pollutant Discharge Elimination System ("NPDES") permit; Clinical provides sampling for the distribution system and the at well heads (Wells 5, 12, 15 and Wells 1, 3, 10, and Fern); and Eurofins provides sampling for the Centralized Groundwater Treatment System ("CGTS").

These labs require certification from the State Division of Drinking Water (“DDW”) to test certain constituents as well as the ability to meet the specific testing requirements of the City’s Water Division operations permit. Not all labs can provide analyses for all the regulated constituents and each lab’s turn-around time is varied based on its location, size of operation and case load.

The Water Division has established good working relationships with all three labs: Eurofins has provided services to the city since 2018, and Weck and Clinical since 1996. For these reasons, staff is requesting to continue services with all three firms that have proved their capability to provide specific lab analyses. The First Amendment to their Agreements will extend the term of contract from May 31, 2025 to June 30, 2028. The Amendment will also increase the annual combined total budget from \$400,000 to \$500,000.

The new CGTS requires sampling for residual hydrogen peroxide and the State’s new mandate to monitor per- and polyfluoroalkyl substances (“PFAS”). These additional lab analyses have increased the FY 2024-25 costs by \$100,000.

FISCAL IMPACT:

The Water Division’s FY2024-25 annual budget includes \$500,000 for laboratory analysis services.

Lab analyses costs related to water treatment are an eligible expense under the South El Monte Operable Unit (“SEMOU”) for the basin cleanup and can be reimbursed.

Respectfully submitted by:



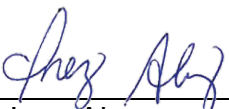
Shawn Igoo
Director of Public Works

Prepared by:



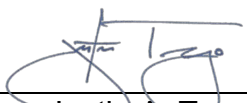
Frank Heldman
Water Utility Manager

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Assistant City Attorney



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3G

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Percolation testing – Award of Geotechnical Services to Converse Consultants

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a professional services agreement substantively similar to Attachment No. 2, in a form approved by the City Attorney, with Converse Consultants in the amount of \$75,995 for percolation testing; and
2. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

EXECUTIVE SUMMARY

The City is considering the installation of two drywells for the treatment of stormwater at different locations within the City. The first location is on New Avenue, North of Graves Avenue. The second location is near City Hall on Newmark Avenue.

The Public Works Director solicited and obtained two proposals from two geotechnical firms, Converse Consultants and Terracon to complete geotechnical testing in preparation for the proposed work. It is recommended that City Council authorize the City Manager to execute a professional service agreement with Converse Consultants, for the performance of percolation testing at two locations in the amount of \$75,995.

BACKGROUND

Cities that drain to the Rio Hondo, including Monterey Park, must comply with the dry weather bacteria Total Maximum Daily Load ("TMDL") for the Rio Hondo. Compliance means that dry weather flows from these cities cannot contribute to high levels of bacteria in the Rio Hondo. The City is considering the installation of a drywell to intercept the dry weather flows to the Rio Hondo prior to its discharge out of the City limits, then directing

the flow to a dry well. Drywells can be used to reduce the adverse effects of stormwater runoff on streams and rivers. Capturing urban stormwater prevents the runoff from entering streams and lakes where contaminants (bacteria in the City's case) could cause pollution and could damage aquatic habitats.

The Public Works Director solicited proposals from two geotechnical firms to perform the geotechnical testing at the two locations where drywells are contemplated. Converse Consultants and Terracon provided proposals that meet the Los Angeles County Department of Public Health ("DPH") and LA County Public Works LID guidelines.

Converse Consultants provided a proposal for \$75,995 and Terracon provided a proposal for \$82,000. Converse Consultants have provided various geotechnical services to the City over the years. It is recommended that the City Council award the geotechnical services to Converse Consultants for a total of \$75,995.

2024-25 STRATEGIC PLAN GOAL

The infiltration testing will help determine if the proposed drywells are a suitable solution for the City to treat stormwater and help meet State law and maintain City facilities to support the current and future needs of our City and community.

FISCAL IMPACT

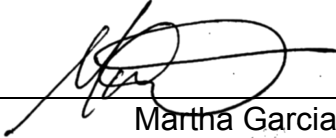
The proposed investigation work is being performed in preparation for upcoming stormwater infiltration projects. There are sufficient funds in CIP No. 96051 for the proposed work.

Respectfully submitted and prepared by:



Shawn Igoe
Director of Public Works

Reviewed by:



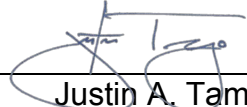
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Assistant City Attorney

ATTACHMENTS:

1. Converse Consultants Proposal
2. Sample Professional Services Agreement

ATTACHMENT 1

Converse Proposal



Converse Consultants

Geotechnical Engineering, Environmental & Groundwater Science, Inspection & Testing Services

August 8, 2024
August 20, 2024 updated
September 20, 2024 updated

Mr. Anthony Bendezu
Civil Engineering Associate
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

Subject: **PROPOSAL TO CONDUCT PERCOLATION TESTING**
Monterey Park Drywell Installation Project
320 West Newmark Avenue and near the intersection of
Graves Avenue and New Avenue
Monterey Park, California
Converse Project No. 24-31-231-00 (01)

Dear Mr. Bendezu:

Converse Consultants (Converse) appreciates the opportunity to submit this proposal describing our recommended scope of services and fees to conduct subsurface exploration (drilling), percolation testing, grout backfill, and prepare a report to present our findings for the subject project. This proposal is in response to a request for proposal from you dated August 5, 2024. This proposal is updated to include additional depth of investigation for the drywells.

SITE / PROJECT DESCRIPTION

We understand that the City of Monterey Park is proposing to install 2 drywells within City boundaries as described below:

Well #1

The City is proposing to install a 30 feet deep drywell at the City of Monterey Park Civic Center complex. The address of the Well #1 location is 320 West Newmark Avenue in Monterey Park. The coordinates are Latitude 34.05969, Longitude -118.12578. Proposed finish grade elevation will be at existing grades.

Well #2

The City is also proposing to install a 50 feet deep drywell near the intersection of Graves Avenue and New Avenue. Well #2 is located in the southbound parking lane/ right lane along New Avenue, approximately 140 feet north of the intersection with Graves Avenue. The coordinates are Latitude 34.05575, Longitude -118.10819. Proposed finish grade elevation will be at existing grades.

SCOPE OF SERVICES

The objective of the subsurface exploration and percolation testing will be to evaluate the suitability of the subgrade soil and obtain samples for laboratory testing. Converse will provide the necessary personnel, equipment and materials to explore the site. Our scope of work will include the following tasks:

Task 1: Project Set-Up

As part of project set-up, personnel from our office will conduct the following:

- Coordinate site access with the City of Monterey Park.
- Stake/Mark the drilling locations in the field so the drill rig has access to the designated locations.
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the drilling locations of any conflict with existing underground utilities.

Task 2: Subsurface Exploration

The purpose of the fieldwork will be to determine the underground conditions and obtain bulk and undisturbed samples of soil for laboratory testing. Each field investigation method is presented as follows:

Soil Borings

The purpose of the field investigation is to:

- Obtain subsurface information at the site.
- Obtain undisturbed and bulk samples of the various soils encountered at each location for laboratory testing.
- Determine the excavatability of the earth materials.

Based upon our research, the historic highest groundwater level in the area has been interpreted to be below 100 feet as per the Seismic Hazard Zone Report for the Los Angeles 7.5 minute Quadrangle, Los Angeles County, California, dated 1998. Based upon an initial review of near surface soils and groundwater levels nearby.

We understand that the City of Monterey Park would like Converse to conduct two (2) borings to a depth of forty (40) feet at Well #1 and to a depth of sixty (60) feet at Well #2, below ground surface, for the purpose of evaluating the soil conditions at the locations for subsequent percolation testing in accordance with Administrative Manual Los Angeles County Public Works, Geotechnical and Materials Engineering Division, GS200.1, Dated 6/30/21 (GS200.1).

At each well location, undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4 inches inside diameter and 3.0 outside diameter) lined with thin-



walled rings. The sampler will be driven into the bottom of the borehole with successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/6-inch" column. The soil will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels where encountered in the borings during drilling, will be recorded.

At each location, a Standard Penetration Test (SPT) will be performed. SPT data will be utilized in evaluating the liquefaction potential and for providing design recommendations.

Task 3: Percolation Testing

A percolation test will be performed at each boring location by using the "Large Diameter Boring Infiltration Test" method according to GS200.1

At each LID location, an 18-inch diameter auger boring will be drilled to the depth determined according to the results of the subsurface exploration, Converse currently assumes those depths will be 30 feet and 50 feet bgs. After boring, two (2) four (4) inch diameter PVC pipes will be installed, one pipe will be solid from ground surface to approximately 10 feet below top of the proposed percolation zone, and perforated for the remainder of the pipe, the other pipe will be perforated to the full depth. The partially solid pipe will be the water introduction pipe, and the fully perforated pipe will be the water level measuring pipe.

The remaining void space will be filled with pea-gravel to approximately 1-3 feet below ground surface

Pre-Soaking

Pre-soaking will be done by inundating the borehole with water through the water introduction pipe for at least one hour. During pre-soak, the water level will be measured to ensure that the borehole is being pre-soaked to at least the elevation of the infiltration zone, or to the maximum output of the water source.

Test Procedure

After presoak, Converse will determine if the test should be a constant or falling head test. Water level will be monitored as the borehole percolates.

- If water drains in 30 minutes or less, Converse will perform a constant head test.
- If water drains in more than 30 minutes, Converse will perform a falling head test.

Falling Head Test Procedure

After completion of presoak, the borehole shall be inundated with water to a level less than or equal to the presoak depth via the water introduction pipe. For each successive percolation test reading, the starting water level must be at or near this initial water depth.



A sounder shall be utilized to determine the water level during each test. All measurements of water level shall be taken to the nearest 1/8-inch increment via the water level measuring pipe. Measurements of water level shall be taken every half-hour. Percolation test readings shall be conducted a minimum of six times (for a total of three hours testing), or when a stabilized rate of drop has been obtained, whichever occurs first. A stabilized rate is defined as when the highest and lowest readings of water level drop of three consecutive percolation tests are within 10 percent of each other. The average of the stabilized rate over the last three consecutive test readings shall be used as the pre-adjusted percolation rate.

Constant Head Procedure

After conclusion of the pre-soak, water will be added to the boring at a rate determined to maintain a constant water level at approximately the height of the top of the percolation zone. If the rate of introduction required is greater than the maximum output of the water supply, the constant head test will be performed at the maximum output of the water supply.

Water introduction rate and total volume of introduced water will be determined by use of a 1.5-inch, inline flow meter. Flow rate, total volume of water introduced and water depth will be measured every 10 minutes, the constant head test will be conducted for three (3) hours.

At the end of the three hours of testing, Converse will monitor the water level as the borehole drains, and will present that information in addition to the constant head test information.

Test Conclusion

At the conclusion of the percolation testing, attempts will be made to remove the pipes from the borehole. If attempts fail, the pipe will be abandoned in place and the hole backfilled with cement slurry or grout.

After completion of the percolation testing, boreholes will be backfilled with cement grout if it is deeper than ten (10) feet as per Los Angeles County Department of Health requirements. Boring depths less than ten (10) feet will be backfilled with soil cuttings and nominally compacted. Boreholes will be patched with cold asphalt where applicable.

Analytical Testing

One (1) composite soil sample will be submitted to a California ELAP-certified laboratory under chain-of-custody control. All sample analyses will be conducted at a standard turnaround time. The samples will be analyzed as follows:

- EPA 8015M – TPH carbon chain speciation
- EPA 8260 – VOCs and Oxygenates
- EPA 8270 – SVOCs
- EPA 8082 – PCBs



- EPA 8081A – OCPs
- EPA 6010B – Title 22 metals (TTLC)

Waste Disposal

All excess soil cuttings will be contained in eight (8) drums. The drums will be temporarily stored on the site away from drainage areas and secured from unauthorized entry until laboratory analytical results are received. The waste will be profiled for the most cost-effective disposal or recycling option. For budgeting purposes, we have assumed eight (8) drums of waste will need to be transported and disposed of as non-hazardous waste.

Converse will be responsible for the preparation of waste manifests, and for arranging for proper transportation and disposal of the waste. A Client representative will be responsible for signing the manifests as the Generator. Copies of the manifests will be provided.

Task 4: Laboratory Testing

Soil samples obtained during exploratory drilling will be tested in the Converse laboratory to evaluate their physical and engineering properties. Laboratory testing may include, but will not be limited to:

- In situ moisture content and dry densities (ASTM Standard D2216, and D7263)
- Collapse potential
- Grain size distribution (ASTM D6913)
- Soils corrosivity (Caltrans 643, 422, 417)
- Atterberg limits (ASTM D4318)

Samples will be stored in the Converse laboratory for at least 60 days after the report is completed. At that time, samples will be disposed of unless we receive notification to do otherwise.

Task 5: Engineering Analyses and Report

We will evaluate the data obtained from the exploratory borings and laboratory testing. We will also conduct engineering analyses in order to present percolation design recommendations in a geotechnical report, which will include the following:

Site Condition

- Description of on-site soils, boring locations, and test methodologies utilized
- Groundwater depth

Faulting and Seismicity

- Location relative to known earthquake faults
- Anticipated ground shaking from earthquakes
- Liquefaction characteristics
- Other secondary effects from earthquakes
- Site co-efficient for soil characteristics relative to CBC 2022 earthquake forces



Design Recommendations

- Lateral earth pressures and resistance to lateral load
- Active earth pressures
- Passive earth pressures
- Seismic lateral forces for above grade

Soil Corrosivity Evaluation

Percolation Test Results and discussion

PROFESSIONAL FEES

Our consulting services will be provided in accordance with our current *Schedule of Fees* and *General Conditions*, copies of which are attached. A breakdown of our services and costs is presented in the following table.

TASK	COST
Task 1: Project Set-Up	\$1,840.00
Task 2: Subsurface Exploration	\$2,675.00
Task 3: Percolation Testing	\$3,255.00
Task 4: Laboratory Testing	\$2,500.00
Task 5: Engineering Analyses and Report	\$5,450.00
Drill Rig and Crew (Prevailing Wage), Materials and Equipment	\$40,800.00
Water Meter Rental and Water	\$3,000.00
Pea Gravel for Percolation Testing and delivery	\$2,000.00
Traffic Control (Prevailing Wage)	\$5,600.00
Utility Clearance (Prevailing Wage)	\$1,700.00
Analytical Testing (VOCs, SVOCs, OCPs, PCBs)	\$950.00
Drum Disposal	\$1,800.00
Rollover Bins	\$4,000.00
Los Angeles County Drinking Water Permit	\$425.00
TOTAL	\$75,995.00

Converse will submit invoices on a monthly basis. If the field exploration needs to be completed during weekend or after hours, there will be an additional fee.

Our costs are based on the following assumptions:



- All field work will be done in three (3) mobilizations.
- Access to the site is feasible from the existing street.
- Access to the site will be available during normal weekday working hours at no additional cost to Converse.
- Converse will obtain an encroachment no-fee permit, if required.
- We further assume that no traffic control plans are required for the permit. However, traffic control will be provided by our subcontractor per the latest WATCH manual when drilling along streets.
- Converse will minimize the impact and disturbance to the existing site conditions; however, some degree of disturbance or damage to existing landscaping may occur.
- The site owner representative will provide Converse with all existing utility plans.
- The borings will be backfilled as stated in this proposal. As a result, the surface may settle over time. If construction is delayed, we recommend the owner monitor the boring sites and backfill any settlement or depression that might occur, or provide some protection around the area of the boring location, to prevent trip and fall injuries in the area of any potential settlement.
- Converse will obtain access to fire hydrants to conduct the percolation testing.
- Converse will not be responsible for any markings left by Converse and USA.
- Converse will contact Underground Service Alert (USA) at least 72 hours prior to drilling.
- Converse is not responsible for any utility damage.
- No environmental assessment or testing will be performed.
- Drums will be stored at a location designated and provided by the City of Monterey Park prior to disposal
- **It is understood by both contracting parties that only the drilling crew, utility locator and traffic control crew are subject to prevailing wage as defined in California Labor Code Sections 1770-1780.**

PROPOSED SCHEDULE

After the boring locations have been marked, Converse will contact USA 72 hours in advance for utility clearance.

After receipt of written authorization to proceed, Converse will obtain permission to access the site and can then begin subsurface exploration in two to three (2-3) weeks with mobilization of equipment—weather and site conditions permitting.

Converse has estimated the fieldwork to require three (3) days. The engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration.

CLOSURE

During the course of this work, Converse will carry insurance as agreed in the contract. Services provided by Converse will be performed in accordance with the project requirements and generally accepted professional engineering and geologic principles



and practice in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

This proposal will expire 90 days from its issuance if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment at the beginning of each calendar year.

If the terms of this proposal are acceptable, please complete and sign the attached Acceptance of Agreement and Authorization to Proceed form and forward it to our office with one copy of this signed proposal to formally authorize our services.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.

Please do not hesitate to contact the undersigned at (626) 930-1275 if you have any questions or wish to discuss this proposal further. We appreciate the opportunity to submit our proposal for this project.

Sincerely,

CONVERSE CONSULTANTS



Siva K. Sivathasan, PhD, PE, GE, DGE, QSD, F.ASCE
Senior Vice President / Principal Engineer

Dist: 1 to Addressee via Email
Encl: Schedule of Fees
General Conditions

SKS/DS:jjl



PROPOSAL TO CONDUCT PERCOLATION TESTING

Monterey Park Drywell Installation Project

320 West Newmark Avenue and near the intersection of Graves Avenue and New Avenue
Monterey Park, California
Converse Project No. 24-31-231-00 (01)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED

Firm Name: (Client)¹

By: (Print Name)

Signature:

Title: Date:

Telephone No.

Email:

P.O. No./Billing Instructions^{2,3}:

- 1 Invoices will be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.
- 2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.
- 3 It is understood by both contracting parties that only the drilling crew, utility locator and traffic control crew are subject to prevailing wage as defined in California Labor Code Sections 1770-1780.



CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2024.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$85
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	90
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	85
Senior Soils Technician.....	95
Sample Pick-Up	60

Professional Services (field and office)

Staff Professional	\$145
Senior Staff Professional.....	155
Project Professional	165
Project Manager	175
Senior Professional	175
Principal Professional.....	225
Principal/Consultant	235

Laboratory Testing

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor	\$100

Office Support

Clerical/Word Processing	\$90
Drafting.....	90
CAD Operator/Drafting Manager	95

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE CONSULTANTS

General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to

hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and

reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the

applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

ATTACHMENT 2
Sample Professional Services Agreement

AGREEMENT NO. Click here to enter text.
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MONTEREY PARK AND
Consultant name
FOR Click here to enter text.

THIS AGREEMENT is entered into this Click here to enter text. day of Click here to enter text. 20Click here to enter text., by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and Consultant name, a type of organization, e.g., corporation, and state of incorporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed Click here to enter text. for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "Click here to enter text.," which is incorporated by reference.

2. SCOPE OF SERVICES.

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

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of

any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "[Click here to enter text.](#)") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$[Click here to enter text.](#) for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;

- ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from [Click here to enter a date.](#) to [Click here to enter a date.](#) Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "[Click here to enter text.](#)";
- B. Termination as stated in Section **16**.

9. TIME FOR PERFORMANCE.

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

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

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

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

List exhibits with scope of work first; budget second; and proposal last (all if applicable)

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

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

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

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

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data,

studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY. Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT (collectively, "Documents") under this Agreement are CITY's property. CONSULTANT may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONSULTANT warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, CITY specifically rejects ownership of such Documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

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

19. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
 - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

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

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

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such

endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the Assistant City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts

as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
phone
email

If to CITY:

Attention: Click here to enter text.
City of Monterey Park
Click here to enter text.
Click here to enter text.
phone
email

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

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are [Click here to enter text.](#) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. **ELECTRONIC SIGNATURES.** This Agreement 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 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 electronic transmission. Such

electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF MONTEREY PARK

Consultant name

Enter Name, City Manager

Click here to enter text.

ATTEST:

Enter Name, City Clerk

APPROVED AS TO FORM:

City of Monterey Park
Agreement No. enter no.
Name of contracted party
Page 12 of 12

Karl H. Berger, City Attorney

Taxpayer ID No. enter no.

Doc enter no.



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3H

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Barnes Gymnasium Flooring Replacement – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract substantively similar to Attachment No. 3, in a form approved by the City Attorney, with R & S Flooring Solutions, in the amount of \$143,500 for the Barnes Gymnasium Flooring Replacement Project Specification No. 2024-007;
2. Authorizing the Director of Public Works to approve change orders and contingency up to \$21,525 (15%) of the contract amount, for a total project cost of \$165,025; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

It is recommended that the City Council find that the proposed work is exempt from additional environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) § 15301(c) (Existing Facilities) which exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use.

EXECUTIVE SUMMARY

Capital Improvement Project ("CIP") No. 95044 – Barnes Gymnasium Flooring Replacement project (the "Project") includes the replacement of the existing flooring, both wood floor and subfloor at Barnes Gymnasium. Pursuant to Resolution No. 2024-R48, the Public Works Director solicited bids for the Barnes Gymnasium Flooring Replacement project (Specification No. 2024-007).

The public bid opening for the Barnes Gymnasium Flooring Replacement project was held on October 31, 2024. Five bids were received: R & S Flooring Solutions, Pro Flooring Corporation, McWil Sports Surfaces, Inc., Coastal Construction Team, and Geary Floors, Inc. It is recommended that City Council authorize the City Manager to execute a Public Works contract with R & S Flooring Solutions, the lowest responsible bidder, for the Barnes Gymnasium Flooring Replacement project in the amount of \$143,500, plus a contingency amount not to exceed \$21,525.

BACKGROUND

The 2024-25 Capital Improvement Program includes the Barnes Gymnasium Flooring Replacement Project Specification No. 2024-007 as Project No. 95044 to be funded by Fund 101 - General Funds. The proposed project involves replacement of existing flooring at Barnes Gymnasium. Improvements consist of removal and installation of rubber base leveling layer, maple wood flooring and concrete slab repair as required.

On October 3, 2024, the Public Works Director solicited bids which identified the Project, how to submit bids, including the deadline, and where additional information about the Project could be obtained. (*Attachment No. 1*). The notice inviting bids also required a bid bond equal to not less than ten percent of the bid amount per Monterey Park Municipal Code section 3.100.070. Bids for the Project were received on October 31, 2024, from:

RANK	BIDDER	BASE BID AMOUNT
1	R & S Flooring Solutions	\$143,500
2	Pro Flooring Corporation	\$158,800
3	McWil Sports Surfaces, Inc.	\$177,966
4	Coastal Construction Team	\$178,900
5	Geary Floors, Inc.	\$189,900

R & S Flooring Solutions' contractor license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations ("DIR") was verified. Staff also checked the contractor's references and received positive feedback.

2024-25 STRATEGIC PLAN GOAL:

This Project meets the City's goal to maintain, build and modernize infrastructure and facilities to support the current and future needs of our city and community as it aims to improvement conditions of Barnes Gymnasium Flooring and bring the structure up to current standards.

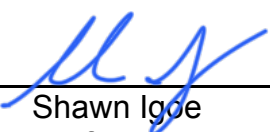
FISCAL IMPACT

The Project is budgeted in the 2024-2025 fiscal year Capital Improvement Program under CIP No. 95044 funded by Fund 101 - General Fund. The total estimated project cost for this project is \$179,375, including the contract amount, contingency, and construction management and inspection.

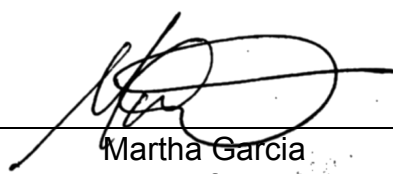
CIP 95044 – Barnes Gymnasium Flooring Replacement	
Construction Contract Amount (R & S Flooring Solutions)	\$143,500.00
Contingency (15%)	\$21,525.00
Project/Construction Management/Inspection	\$14,350.00
Total Estimated Project Cost	\$179,375.00

Respectfully submitted & prepared by:

Reviewed by:



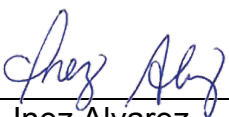
Shawn Igde
Director of Public Works



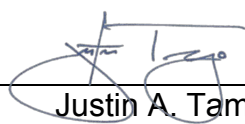
Martha Garcia
Director of Finance

Approved by:

Reviewed by:



Inez Alvarez
City Manager



Justin A. Tamayo
Assistant City Attorney

ATTACHMENTS

1. Notice Inviting Bids
2. R & S Flooring Solutions Bid Proposal
3. Sample Public Works Agreement

ATTACHMENT 1

Notice Inviting Bids

Monterey Park Press

820 S. Myrtle Ave
Monrovia, CA 91016
(626) 301-1010

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES)

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal clerk of the printer of the **Monterey Park Press**, a newspaper published in the English language for the city of MONTEREY PARK, county of LOS ANGELES, and adjudged as a newspaper of general circulation by the Superior Court of the County of LOS ANGELES, State of California on the date of July 22, 2013, Case Number ES016580; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 7, 14, 2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Monrovia, California,

This 14th day of October 2024

X

Signature

H15484 25.33
(This space is for the County Clerk's Filing Stamp only)

CITY CLERK OFFICE

2024 NOV -4 P 12:20

CITY OF MONTEREY PARK
Proof of Publication of

City of Monterey Park
Engineering Division
320 West Newmark Avenue
Monterey Park, CA 91754
Tel. No: (626) 307-1320
Fax: (626) 307-2500

NOTICE INVITING BIDS

LANGLEY SENIOR CITIZEN CENTER, GARVEY RANCH MUSEUM, GEORGE ELDER GYMNASIUM ROOFS REPLACEMENT SPEC. NO. 2024-008

Contract Time: 90 Working Days; Liquidated Damages: \$1,000 per working day.

DESCRIPTION OF WORK

The project consists of the removal and reroofing, asbestos abatement and all related work on file with the City's Public Works Department. Prevailing wages required. A 10% Bidder's Bond is required with bid. Successful contractor will be required to provide: (1) Liability insurance with City of Monterey Park as addition insured endorsement; (2) Proof of workers' compensation insurance coverage; (3) 100% Faithful Performance, (4) 100% Labor and Material Bond, and (5) DIR Registration.

Plans are available to download for a fee from QuestCDN; link on the City's website www.montereypark.ca.gov/444/Bids-Proposals.
Bid Package Cost: \$22.00.

Bid Due Date and Time: Bids will be received via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com, until 11:00 AM, Thursday, October 31, 2024. Questions? Please call: Anthony Bendezu, Civil Engineering Associate at (626) 307-1320.

**Publish October 7 & 14, 2024
MONTEREY PARK PRESS**

Monterey Park Press

820 S. Myrtle Ave
Monrovia, CA 91016
(626) 301-1010

PROOF OF PUBLICATION
(2015.5 C.C.P.)

State of California)
County of LOS ANGELES)

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal clerk of the printer of the **Monterey Park Press**, a newspaper published in the English language for the city of MONTEREY PARK, county of LOS ANGELES, and adjudged as a newspaper of general circulation by the Superior Court of the County of LOS ANGELES, State of California on the date of July 22, 2013, Case Number ES016580; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 7, 14, 2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Monrovia, California,

This 14th day of October 2024

X

Signature

H15484 25:34
(This space is for the County Clerk's Filing Stamp only)

CITY CLERK OFFICE

2024 NOV -4 P 12: 20

CITY OF MONTEREY PARK

Proof of Publication of

City of Monterey Park

Engineering Division
320 West Newmark Avenue
Monterey Park, CA 91754
Tel. No: (626) 307-1320
Fax: (626) 307-2500

NOTICE INVITING BIDS

BARNES GYMNASIUM FLOORING REPLACEMENT

SPEC. NO. 2024-007

Contract Time: 40 Working Days; Liquidated Damages: \$1,000 per working day.

DESCRIPTION OF WORK

The project consists of the removal and reroofing, asbestos abatement and all related work on file with the City's Public Works Department. Prevailing wages required. A 10% Bidder's Bond is required with bid. Successful contractor will be required to provide: (1) Liability insurance with City of Monterey Park as addition insured endorsement; (2) Proof of workers' compensation insurance coverage; (3) 100% Faithful Performance, (4) 100% Labor and Material Bond, and (5) DIR Registration.

Plans are available to download for a fee from QuestCDN; link on the City's website www.montereypark.ca.gov/444/Bids-Proposals.

Bid Package Cost: \$22.00.

Bid Due Date and Time: Bids will be received via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com, until **10:00 AM, Thursday, October 31, 2024**.
Questions? Please call: Anthony Bendezu, Civil Engineering Associate at (626) 307-1320.

Publish October 7 & 14, 2024
MONTEREY PARK PRESS

HLR Media LLC
820 S Myrtle Ave
Monrovia, CA 91016
+16263011010
accounting@hlrmedia.com

Invoice H15484

CITY CLERK OFFICE

2024 NOV -4 P 12:20

BILL TO
City of Monterey Park-city
Clerk's Office
320 West Newmark Avenue
Monterey Park, CA 91754

CITY OF MONTEREY PARK

DATE
10/14/2024

PLEASE PAY
\$448.00

DUE DATE
11/13/2024

SALES REP
LA - Legal

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
City Notice	Notice Run Date:October 07, 14, 2024 Reference: No. 25-33 Notice ✓ Inviting Bids Langley, Garvey Ranch Museum Geroge Elder Gym Roof Replacement	2	110.00	220.00
City Notice	Notice Run Date:October 07, 14, 2024 Reference:No. 25-34 ✓ NoticeInviting Bids-Bames Gym Flooring Replavement	2	114.00	228.00

We appreciate our prompt payment.
Please include invoice number on payment.

SUBTOTAL	448.00
TAX	0.00
TOTAL	448.00

TOTAL DUE \$448.00

THANK YOU

Please make check payable to:
HLR Media, LLC

CITY OF MONTEREY PARK



BIDDING DOCUMENTS For

BARNES GYMNASIUM FLOORING REPLACEMENT

Specification No. 2024-007

Bid Due Date:

**10:00 AM
October 31st, 2024**

**Submit bids to:
Quest Construction Data Network (QuestCDN)
www.questcdn.com**

BARNES GYMNASIUM FLOORING REPLACEMENT

Specification No. 2024-007

Approved by: 

Okan Demirci, PE
Acting 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, October 31st, 2024 for the BARNES GYMNASIUM FLOORING REPLACEMENT Specification No. 2024-007.** Late bids will not be accepted.

As described in the Bidding Documents, the bids are for a public works project which consists of the replacement of the existing flooring at Barnes Gymnasium and all related work on file with the City's Public Works Department. Bids will be publicly opened in approximately 5 minutes after the bid due date and time.

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

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). 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 #9351870) to locate the job on the QuestCDN website search page. There is a \$22 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.

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.

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 in the range of \$150,000.

Construction Days is 40 working days.

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

Required State of California Contractors License Classification is 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 – ABENDEZU@MONTEREYPARK.CA.GOV

DATED this October 3rd, 2024.

--END OF SECTION--

SECTION B. BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.
 - 1.1. “Addenda” means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - 1.2. “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
 - 1.3. “Bid Deadline” means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
 - 1.4. “Bidder” means a person or firm that submits a Bid.
 - 1.5. “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda.
 - 1.6. “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.
 - 1.7. “Unit Price” means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.
2. **BIDDER’S REPRESENTATIONS.** By making its Bid, Bidder represents that:
 - 2.1. Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
 - 2.2. Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.
 - 2.3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.
 - 2.4. Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor’s State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor,

submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder shall also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

- 2.5. If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.
- 2.6. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.7. The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
- 2.8. Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.9. The Bidder has paid the City's business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1. Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.
- 3.2. Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3. The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1. Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them

with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.

- 4.2. Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.
- 4.3. Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5. PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6. SUBCONTRACTORS.

- 6.1. Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform do so.
- 6.2. Subcontractors listed in the Bid Form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7. ADDENDA.

- 7.1. 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 responsive Bidder, Bidder will submit to the City all of the following items:
 - 14.5.1. Three originals of the Agreement signed by Bidder.
 - 14.5.2. Three originals of the Payment Bond.
 - 14.5.3. Three originals of the Performance Bond.
 - 14.5.4. Certificates of Insurance on form provided by the City.
 - 14.5.5. Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders’ company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - 14.5.6. Preliminary Contract Schedule.
 - 14.5.7. Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.
 - 14.5.8. Cost Breakdown.
- 14.6. Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will

propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

- 14.7. If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.
- 14.8. If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

--END OF SECTION--

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: _____

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

A. 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					
For Barnes Gymnasium Flooring Replacement, Specification No. 2024-007					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Removal, haul away and disposal of existing Barnes Gymnasium flooring	1	LS	\$	\$
2	Preparation of sub-floor including filling, patching, and leveling as required, and all other methods and materials required in the preparation of sub-floor to receive installation of wood floor.	1	LS	\$	\$
3	Complete installation of new basketball gym multi-use resilient wood flooring system, and all methods and materials required for installation.	1	LS	\$	\$
4	New Barnes Gymnasium court striping layout per Appendix 4. Basketball Court Layout	1	LS	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS					\$
TOTAL BASE BID AMOUNT IN WORDS:					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 2		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 3		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 4		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: _____
 Authorized Signature: _____
 Name and Title: _____
 Date: _____

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I _____ am _____ the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been____ **has been**____ (indicate **YES** or **NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been____ **has been**____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been____ **has been**____ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

BIDDER INFORMATION

Bidder's Name: _____

Address: _____

Form of Legal Entity: _____

If a Corporation, State of Incorporation: _____

State Contractor's Class and License No.: _____

Contact Person Information:

Name: _____ Title: _____

E-mail: _____ Tel: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE**BID BOND**

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, AND _____, as SURETY, are held and firmly
bound unto the City of Monterey Park, in the penal sum of _____
(\$ _____) dollars, lawful money of the United States, which is 10 percent of the total
amount bid by BIDDER to the City of Monterey Park for the **BARNES GYMNASIUM
FLOORING REPLACEMENT SPECIFICATION NO. 2024-007** ("Public Project"), for the
payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally,
firm by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to the City of Monterey Park for the above stated project, if said bid is
rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER
in the manner and time specified, then this obligation shall be null and void, otherwise it
shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 20__.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL_____
SURETY**PRINCIPAL's MAILING ADDRESS:****SURETY's MAILING ADDRESS:**_____

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **BARNES GYMNASIUM FLOORING REPLACEMENT SPECIFICATION NO. 2024-007** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. STANDARD SPECIFICATIONS

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.

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 15
President's Day	-	February 19
Memorial Day	-	May 27
Independence Day	-	July 4
Labor Day	-	September 02
Veterans' Day	-	November 11
Thanksgiving	-	November 28
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 \$500 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, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME),

DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES."

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

No guarantee is made for the quantities estimated under the bid items. The City reserves the right to reduce, increase the quantity or omit an item of work.

1.1 SCOPE OF WORK

- A. The contractor shall remove the existing court and replace with a new indoor basketball court maple strip wood floor at the Barnes Gymnasium located at 350 S. MacPherrin Avenue, Monterey Park CA 91754.
- B. The contractor shall provide all labor, materials, tools and equipment to complete the removal of old floor and installation of new floor, including subflooring system (approximately 7,454 square feet)
- C. The scope of work shall include, but not limited to, the following:
 - a. Removal and disposal of existing maple strip wood floor.
 - b. Removal and disposal of existing plywood subflooring system.
 - c. Install one (1) vapor barrier
 - d. Rack out and install one (1) maple wood floor system
 - e. Apply striping for one (1) main basketball court, two (2) side basketball courts, and three (3) pickleball courts. Colors to be approved by the City.
 - f. Apply one center logo (City of Monterey Park logo).
 - g. Install new wall cove base.
 - h. Remove any and all waste.
 - i. All work to be performed in one phase during regular working hours.
- D. Basis of design shall be the "Alliance" sports floor system as provided by Connor Sports (or approved equal).
- E. Complete installation shall be carried out by an experience installer (C-15 Flooring Contractor). All work shall be performed in accordance with most recent installation instruction of the manufacturer.
- F. The installed flooring system shall be independently evaluated to meet established performance standard for the athletic flooring industry (Maple Flooring Manufacturers Association PUR, ASTM F2772).

1.2 DESCRIPTION

A. Concrete subfloors

- a. Floor profile height (specify or delete):
 - I. 2-1/4" (57mm) profile height when including 25/32" (20mm) wood flooring floor surface.
 - II. Additional Profile Height options available, please consult with Connor Technical Department for assistance.
- b. The general contractor shall furnish and install the concrete subfloor, depressing the slab sufficiently to accommodate the floor system. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in

any 10' (3mm in any 3m) radius by the general contractor. High spots shall be ground level and low spots filled in with approved leveling compound by the general contractor to the full approval of the Flooring Installer.

1.3 REFERENCES

A. MFMA – Maple Flooring Manufacturers Association

1.4 QUALITY ASSURANCE

A. Manufacturer

1. Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.
2. Basis of design shall be “**Alliance**” floor system as provided by Connor Sports.
3. Materials other than those listed must be approved 10 days prior by written addendum. Materials from non-approved manufacturers will not be accepted.

B. Installer (Flooring Contractor)

1. The complete installation of the flooring system, as described in the scope of these specifications, shall be carried out by an experienced installer (C-15), and the work shall be performed in accordance with most recent installation instructions of the manufacturer.
2. Installer (C-15) shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.

C. Performance Testing

1. Floor system shall have been independently evaluated according to established performance standards for the athletic flooring industry.
2. Compliance of the athletic floor standard(s) for specified system as provided by Connor Sports at www.connorsports.com.

1.5 SUBMITTALS

A. Specification - Submit Connor “Alliance” specification sheets.

B. Sample - Submit one sample of specified system, if requested by City.

C. Maintenance Literature - Upon completion of floor installation, send to owner, attendants, or individuals in charge and responsible for the upkeep of the building, a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

1.6 WORKING CONDITIONS

A. The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials and turned over to the installer (Flooring Contractor) broom clean. Moderate room temperature of 65 degrees (18 degrees Celsius) or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the

humidity conditions that will prevail when the building is occupied.

- B.** Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the Flooring Installer based on the facility's mechanical controls and/or geographical location.
- C.** Flooring must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.
- D.** General Contractor shall lock floor area after floor is finished to allow proper cure time. If general contractor or owner requires use of floor after proper cure time, he shall protect the floor by covering with non-marring Kraft paper or red rosin paper with taped joints until acceptance by owner of complete floor.
- E.** Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the architect who shall advise Connor of the same.

1.7 WARRANTY

- A.** Connor warrants that the materials it has supplied will be free from manufacturing defects for a period of one year on the subfloor and flooring and three years on the Secure Grip Technology fastening system. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by Connor. This warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions, or chemical action, nor does it apply to damage caused by ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of Connor flooring systems.
- B.** Connor shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement, or at their elections, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to Connor in writing within 30 days from the date buyer discovered, or should have discovered, any claimed breach.

PART 2 – PRODUCTS

2.1 MATERIAL

A. Vapor Barrier – minimum 6-mil (0.2mm) polyethylene.

B. Subfloor

1. Alliance factory assembled subfloor panels. Nominal 3/4" (19mm) plywood nailers set at Alliance spacing with 3/4" (19mm) Rezill pads attached. Cross struts shall be nominal 1/2" (12mm) plywood with factory provided anchor pockets.

C. Flooring Surface

1. Connor Laytite Maple

- a. 25/32" X 2-1/4" (20mm x 57mm), Second & Better Grade, Northern Hard Maple flooring, TGEM, MFMA Grade marked and stamped as manufactured by Connor Sports, Amasa, MI.
- b. Optional grades (specify above or delete)
 - I. First Grade
 - II. Third Grade

D. Fasteners

1. Flooring Fasteners

- a. Maple Surface - Minimum 2" (51mm) barbed cleats or coated staples.

2. Subfloor Fasteners

- b. 1-1/4" (32mm) coated staples or nails
- c. PL400 Adhesive or equal

E. Finish Materials

- a. Oil Modified polyurethane seal and finish or equal

F. Game Lines

- b. Paint shall be compatible with finish used. Contractor to submit proposed paint for review and approval.

G. Wall Base

- a. 3 in x 4 in (76mm x 102mm), extruded Connor Designer Sport Base
- b. Color Options – Black selected by City.

PART 3 – EXECUTION**3.1 EXECUTION**

- H. Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to City in writing.
- I. Concrete slab shall be broom cleaned by general contractor.
- J. Installer shall document all working conditions provided in General Specifications prior to commencement of installation

3.2 INSTALLATION

K. Subfloor

1. Cover concrete with poly, lapping joints a minimum of 6" (152mm).
2. Layout subfloor assembly with sleepers at right angle to finish flooring. Panels must be expanded to installation configuration with cross struts perpendicular to sleepers.
3. Place subfloor panels to maintain spacing between panel edges as provided between pre-assembled sleepers.
4. Lap panel nailer ends on designated end connectors, providing 1/4" (6mm) end joint spacing, and secure with nails or staples and construction adhesive.
5. Align subfloor panels to ensure end joint offset is a minimum of 12" (305mm) in adjacent rows.
6. Provide 1-1/2" (38mm) expansion voids at perimeter and at vertical obstructions.
7. Install solid blocking at doorways, under bleachers in stacked position, and below portable goals.
8. Secure sleeper struts to concrete using selected anchor option.

L. Maple Flooring

1. Install maple flooring parallel to main playing court by power nailing or stapling at all sleeper locations.
2. End joints shall be properly driven up.
3. If required, size joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
4. Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions.

3.3 FINISHING

A. Maple Flooring

1. Machine sand with coarse, medium, and fine paper to a smooth, even and uniform surface.
2. Remove sanding dust from entire surface by tack or vacuum.
3. Inspect entire area of floor to ensure that surface is acceptable for finishing, clean and completely free from sanding dust.
4. Apply two (2) coats of approved seal and two (2) coats of approved finish per manufacturer's instructions.
5. Buff and clean floor between coats.
6. Apply game lines as indicated on drawings in between second seal coat and first finish coat.

BASE INSTALLATION

- A. Install Connor Designer Sport Base to walls using adhesives.

CLEANING

- A. Remove excess and waste materials from the area of work.

--END OF SECTION--

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK
AND

This CONTRACT is entered into this ____ day of _____, 20__, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (“the City”) and _____ (“the Contractor”).

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

- 2. CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed _____ (\$ _____) dollars for the Work in the manner set forth in the Contract Documents. The City may adjust

this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within **40** working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. DISPUTES. Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. TAXPAYER IDENTIFICATION NUMBER. The Contractor will provide the City with a Taxpayer Identification Number.

7. PERMITS AND LICENSES. Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said

documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.
10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which 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 (3) years after termination or final payment under the Contract Documents.
12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

City of Monterey Park

Attn: _____

320 West Newmark Avenue

Monterey Park, CA 91754

The Contractor

Attn: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes

may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
14. **INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.
15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:
 - A. This Contract;
 - B. The Standard Specifications; and
 - C. Precedence of documents as determined in the Standard Specifications.
16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

- 21. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

Inez Alvarez
City Manager

INSERT AUTHORIZED NAME
INSERT TITLE
Taxpayer ID No. INSERT TAX PAYER ID
NUMBER

ATTEST:

Maychelle Lee
City Clerk

APPROVED BY:

Karl H. Berger
City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.: _____

Bond Fee: _____

_____ (“PRINCIPAL”) and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety (“SURETY”), are held and firmly bound unto the CITY OF MONTEREY PARK (“CITY”) in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATIONS NO. 2024-007**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 2024-007**, a copy of which is on file with CITY’s Engineering Division (“Public Project”). Such performance will be in accordance with CITY’s plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY’s Engineering Division. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL’s work on the Public Project will be done in accordance with
3. CITY’s plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
4. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project’s completion and acceptance by CITY.
5. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code (“ESMC”).
6. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 2024-007** or of the obligation

to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

7. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and
8. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

LABOR AND MATERIAL BOND

Bond No.: _____

Bond Fee: _____

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF MONTEREY PARK ("CITY") in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in **BARNES GYMNASIUM FLOORING REPLACEMENT, SPECIFICATION NO. 2024-007** ("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 **SPECIFICATIONS NO. 2024-007** 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 any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:
- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

--END OF SECTION--

CONTRACT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
[PURSUANT TO PUBLIC CONTRACTS CODE § 22300]

This AGREEMENT is entered into this day of , 20 , by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("CITY"), ("CONTRACTOR"), and ("AGENT").

1. RECITALS. This Agreement is made with reference to the following facts and objectives:
 - A. On or about , CITY and CONTRACTOR entered into a public works contract (Specifications No.) 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

Inez Alvarez
City Manager

INSERT AUTHORIZED NAME

INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID
NUMBER

ATTEST:

Maychelle Yee
City Clerk

APPROVED BY:

Karl H. Berger
City Attorney

--END OF SECTION--

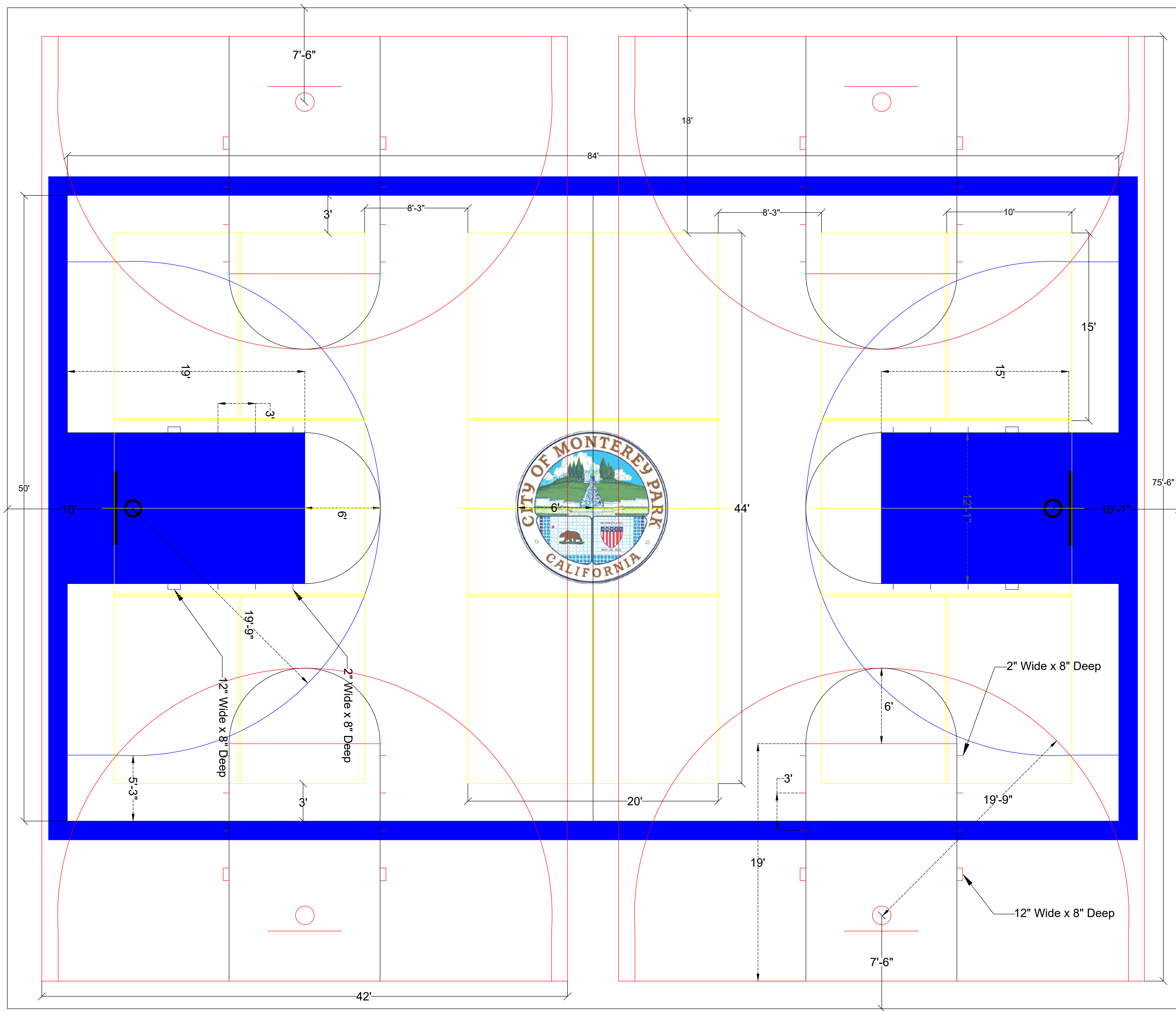
The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

UPDATE CONTACT LIST AS NECESSARY

CITY OF MONTEREY PARK, Engineering Div.	(626) 307-1320	Anthony Bendezu
CITY OF MONTEREY PARK, Water Div.	(626) 307-1293	George Noriega
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
CHARTER CABLE TELEVISION	(626) 705-7473	Luis Gonzales
UNDERGROUND SERVICE ALERT (USA)	811	
POLICE DEPARTMENT DISPATCH	(626) 307-1211	
FIRE DEPARTMENT DISPATCH	(626) 307-1262	

--END OF SECTION--

APPENDIX 4. BASKETBALL COURT LAYOUT



REV.	DATE	DESCRIPTION	BY	CHECKED	APPROVED
CITY OF MONTEREY PARK, CALIFORNIA					
DESIGN	BARNES GYMNASIUM STRIPPING				
DRAWN BY	P.S				
CHECKED					
SCALE					
PREPARED IN THE OFFICE OF CITY OF MONTEREY PARK, ENGINEERING DEPARTMENT			DATE DRAWN 10/2/2024		
APPROVED ON _____ 20__			SHEET 1 OF 1		
BY: _____			DRAWING NO.		

ATTACHMENT 2

R & S Flooring Solutions Bid Proposal

SECTION C. BIDDERS PROPOSAL
(Entire section C shall be submitted with the bid)

BIDDER'S NAME: R & S Flooring Solutions

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.

A. 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					
For Barnes Gymnasium Flooring Replacement, Specification No. 2024-007					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Removal, haul away and disposal of existing Barnes Gymnasium flooring	1	LS	\$ 35875.00	\$ 35875.00
2	Preparation of sub-floor including filling, patching, and leveling as required, and all other methods and materials required in the preparation of sub-floor to receive installation of wood floor.	1	LS	\$ 35875.00	\$ 35875.00
3	Complete installation of new basketball gym multi-use resilient wood flooring system, and all methods and materials required for installation.	1	LS	\$ 57400.00	\$ 57400.00
4	New Barnes Gymnasium court striping layout per Appendix 4. Basketball Court Layout	1	LS	\$ 14350.00	\$ 14350.00
TOTAL BASE BID AMOUNT IN NUMBERS					\$ 143500.00
TOTAL BASE BID AMOUNT IN WORDS:					
One Hundred And Forty Three Thousand Five Hundred Dollars And Zero Cents					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, VVWECF, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

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: N/A		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Name:		\$_____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$_____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name Chaffey Joint Union High School District	Project Name and Brief Description Montclair High School Hardwood Gym Floor Replacement	
Contact Name and Title Robert Slagle Director M & O Department	Complete Removal and replacement of hardwood gymnasium floor.	
Tel: 9099888511 E-mail: robert.slagle@cjuhsd.net	Contract Value: \$ 214435.79	Year Completed: 2024

Reference 2		
Agency Name Rialto Unified School District	Project Name and Brief Description Gym Flooring at Carter High School	
Contact Name and Title Christopher Cisneros Custodian Supervisor	Complete Sand repaint and refinish of hardwood gymnasium floor.	
Tel: 9098207700 E-mail: ccisnero@rialtousd.org	Contract Value: \$ 83,635.00	Year Completed: 2022

Reference 3		
Agency Name Capistrano Unified School District	Project Name and Brief Description Gymnasium Floor Maintenance	
Contact Name and Title Larry Vernaza	Annua gymnasium floor cleaning and recoat	
Tel: 9492349200 E-mail: lavernaza@capousd.org	Contract Value: \$ 85,908.88	Year Completed: 2024

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: Robert Butler

Date of Inspection: October 15th 2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 10/08/2024

Addendum No. 2 Dated 10/16/2024

Addendum No. 3 Dated 10/21/2024

Addendum No. 4 Dated 10/23/2024

Addendum No. 5 Dated 10/28/2024

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	\$1,000,000
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:	R & S Flooring Solutions
Authorized Signature:	
Name and Title:	Robert Butler Owner
Date:	10-28-2024

PUBLIC CONTRACT CODE SECTION 7106

Noncollusion Declaration by Bidder

The undersigned declares:

I am the Owner of R & S Flooring Solutions, 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: R & S Flooring Solutions
Authorized Signature: 
Name and Title: Robert Butler Owner
Date: 10-28-2024

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 beenyes **has been**no (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:

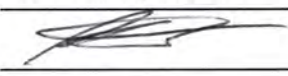
Bidder's Name:

Authorized Signature:

Name and Title:

Date:

R & S Flooring Solutions



Robert Butler Owner

10-28-2024

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 yes has been no (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:	<u>R & S Flooring Solutions</u>
Authorized Signature:	<u></u>
Name and Title:	<u>Robert Butler Owner</u>
Date:	<u>10-28-2024</u>

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

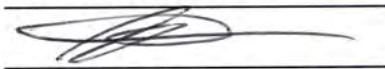
has never beenYes **has been**No (indicate YES or NO after applicable answer)

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:

R & S Flooring Solutions

Authorized Signature:



Name and Title:

Robert Butler Owner

Date:

10-28-2024

BIDDER INFORMATION

Bidder's Name: R & S Flooring Solutions

Address: PO Box 116 Wildomar Ca 92595

Form of Legal Entity: Sole proprietor

If a Corporation, State of Incorporation: _____

State Contractor's Class and License No.: C-15 994595

Contact Person Information:

Name: Robert Butler Title: Owner

E-mail: Rbutler@randsflooringsolutions.com Tel: 9514427223

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:

R & S Firooing Solutions

Previous contract performance history:

Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 25th day of October, 2024.

BIDDER

R & S Flooring Solutions

Robert Butler

x 

Date: 10-28-2024

Subscribed and sworn to this 25th day of October, 2024.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE**BID BOND**Bond No.: WFB7455885

KNOW ALL MEN BY THESE PRESENTS that R & S Flooring Solutions, as BIDDER, AND Old Republic Surety Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Fourteen thousand three hundred fifty dollars and 00/100 (\$14,350.00) 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 **BARNES GYMNASIUM FLOORING REPLACEMENT SPECIFICATION NO. 2024-007** ("Public Project"), for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these presents.

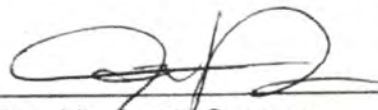
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of Monterey Park for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation 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 24th day of October, 2024.

SIGNED AND SEALED this 24th day of October, 2024.



PRINCIPAL R & S Flooring Solutions



SURETY Old Republic Surety Company
Jamie Ruth Cohen, Attorney-in-Fact

**PRINCIPAL's MAILING ADDRESS:**

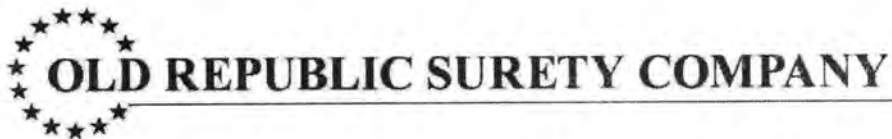
Po Box 116 Wildomar CA 92595

SURETY's MAILING ADDRESS:

445 S Moorland Road Suite 200

Brookfield WI 53005

NOTE: All signatures shall be acknowledged by a notary public.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jamie R. Cohen of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

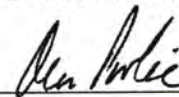
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13th day of March, 2023.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 13th day of March, 2023, personally came before me, Alan Paylic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

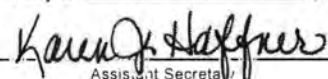
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70 0035



Signed and sealed at the City of Brookfield, WI this 24th day of October, 2024.


Assistant Secretary

ORSC 22262 (3-06)

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 10/24/24 before me, AURENE BUISAN, NOTARY PUBLIC,
(insert name and title of the officer)

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

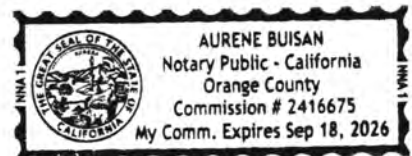
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Buisan

(Seal)



CALIFORNIA JURAT CERTIFICATE

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 28 day of October
20 21, by Robert Butler

proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Kathleen E. Rodriguez

Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY SIGNER

____ Individual
____ Corporate Officer
____ Partner
____ Attorney-In-Fact
____ Trustee
____ Other: _____

ACKNOWLEDGMENT

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

State of California
County of RIVERSIDE)

On 10/28/2024 before me, KATHLEEN ELIZABETH RODRIGUEZ, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathleen E. Rodriguez (Seal)



ATTACHMENT 3

Sample Public Works Agreement

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK AND**

[CITY COUNCIL MUST APPROVE CONTRACTS GREATER THAN \$60,000]

This CONTRACT is entered into this day of , 20 , by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("the City") and ("the Contractor").

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the "Work"). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The City agrees to pay the Contractor a sum not to exceed dollars (\$) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to

proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than 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

The Contractor

City of Monterey Park
City Hall

Monterey Park, CA

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

Enter Name,
City Manager

ATTEST:

Enter Name, City Clerk

Taxpayer ID No. _____

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



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3I

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: 2024-25 Concrete Improvement Project – Award of Public Works Contract to Kalban, Inc.

RECOMMENDATION:

It is recommended that the City Council consider:

1. Authorizing the City Manager to execute a public works contract substantively similar to Attachment No. 3, in a form approved by the City Attorney, with Kalban, Inc. in the contract amount of \$651,197 for the 2024-25 Concrete Improvement Project;
2. Authorizing the Director of Public Works to approve change orders not to exceed \$130,240 over the total contract amount; and
3. Taking such additional, related action that may be desirable.

CEQA (California Environmental Quality Act):

The City reviewed the environmental impacts of the proposed Ordinance pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, et seq. "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regs. §§ 15000, et seq., the "CEQA Guidelines"). CEQA Guideline § 15301(c) (Existing Facilities) exempts the operation, repair, maintenance, alteration of existing public or private structures which involve negligible or no expansion of existing or former use. The proposed work will occur entirely within an existing structure. Accordingly, no further environmental review is required.

EXECUTIVE SUMMARY

Capital Improvement Project ("CIP") No. 96054 – 2024-25 Concrete Improvement Project includes curb ramp construction at various street intersections, sidewalk, and curb and gutter improvements (the "Project"). Pursuant to Resolution No. 2024-R48, the Public Works Director solicited bids for the 2024-25 Concrete Improvements Project (Specification No. 2024-005).

The Notice Inviting Bids for this project was published with HLR Media LLC - Monterey Park Press on September 30 and October 07, 2024 with a bid due date of October 22, 2024. The public bid opening for the 2024-25 Concrete Improvement Project was held on October 22, 2024. Eight bids were received: NPL Construction Co., Gentry General Engineering, Onyx Paving Co, Inc., CT&T Concrete Paving, Kalban, Inc, Toro Enterprises, Inc, Gentry Brothers, Inc., US Builder and Constructions, Inc. It is recommended that City Council authorize the City Manager to execute a Public Works

contract with Kalban, Inc., the lowest responsible bidder, for the 2024-25 Concrete Improvement Project in the amount of \$651,197.00, plus a contingency amount not to exceed \$130,240.00.

BACKGROUND

The Project is in anticipation of the City's upcoming road rehabilitation project. The Public Works Director advertised the Project separately as it was determined the City receives more competitive bids when concrete contractors are the main bidders rather than sub-contractors when bidding as part of pavement rehabilitation projects.

The Project includes the reconstruction of 70 existing curb ramps in order to meet current ADA standards, 12,700 s.f. of sidewalk replacement and 100 l.f. of curb and gutter reconstruction.

The Notice Inviting Bids for this project was published with HLR Media LLC - Monterey Park Press on September 30 and October 07, 2024 with a bid due date of October 22, 2024. The bid opening for the project was held on October 22, 2024 at 10am, and include the following bids:

RANK	BIDDER	BASE BID AMOUNT
1	Kalban Inc	\$ 651,197.00
2	Onyx Paving Inc	\$ 654,000.00
3	NPL Construction Co	\$ 716,416.00
4	CT&T Concrete Paving	\$ 801,919.36
5	Toro Enterprises Inc	\$ 890,880.00
6	US Builders and Consultants	\$ 983,890.00
7	Gentry General Engineering	\$ 993,397.00
8	Gentry Brothers Inc	\$ 1,054,528.00

The bid submitted by Kalban, Inc. is the lowest responsive bid from a responsible bidder. Kalban, Inc. was the lowest monetary cost. Staff checked compliance of completed and signed bid proposal cover form, completed and signed bid sheets, completed reference forms, completed subcontractor designation form, completed, signed and notarized bid bond, and that total bid prices were calculated correctly. Kalban, Inc.'s contractor's license was verified with the California State Contractor's License Board to be current, active and in good standing. Registration with the California Department of Industrial Relations (DIR) was verified for both the prime contractor, Kalban, Inc., and their subcontractor, Case Land Survey. Both Kalban, Inc. and Case Land Survey were not listed in the State Active Debarred List (DIR) or the Federal Active Debarred List (sam.gov) Staff also contacted the contractor's references, City of Alhambra, City of Torrance and City of Cerritos, and received positive remarks such as quality work, staying on schedule, not asking for unnecessary change order, and they would hire the contractor again. Reference projects were completed within the past couple years.

It is recommended that the City Council awards the project to Kalban, Inc. for a total of \$651,197.00 with a contingency not to exceed \$130,240.00.

2024-25 STRATEGIC PLAN GOAL

The concrete improvements project supports the City's goal to maintain City facilities to support the current and future needs of our City and community.

FISCAL IMPACT

The proposed project is budgeted in the 2024-2025 fiscal year Capital Improvement Program under CIP 96054 funded by Fund 601 - Street Bond.

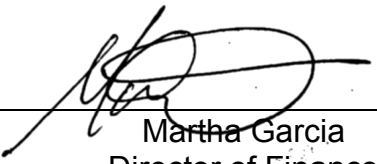
CIP 96054 – 2024-25 Concrete Improvement Project	
Concrete Improvements (Kalban, Inc)	\$651,197.00
Contingency (not to exceed)	\$130,240.00
Construction management/Construction Inspection	\$32,560.00
Total Estimated Project Cost	\$813,997.00

Respectfully submitted and prepared by:



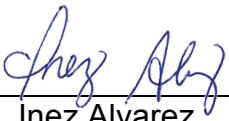
Shawn Igoe
Director of Public Works

Reviewed by:



Martha Garcia
Director of Finance

Approved by:



Inez Alvarez
City Manager

Reviewed by:



Justin A. Tamayo
Assistant City Attorney

ATTACHMENTS

1. Notice Inviting Bids
2. Kalban, Inc. Proposal – 2024-25 Concrete Improvement Project
3. Sample Public Works Agreement

ATTACHMENT 1

Notice Inviting Bids

City of Monterey Park
Engineering Division
320 West Newmark Avenue
Monterey Park, CA 91754
Tel. No: (626) 307-1320
Fax: (626) 307-2500
NOTICE INVITING BIDS
2024-25 CONCRETE IMPROVEMENT PROJECT
SPEC. NO. 2024-005
Contract Time: 50 Working Days; Liquidated Damages: \$1,000 per working day.
DESCRIPTION OF WORK
The project consists of the removal and replacement of concrete sidewalk, curb and gutter, and curb ramps at various locations citywide and all related work on file with the City's Public Works Department. Prevailing wages required. A 10% Bidder's Bond is required with bid. Successful contractor will be required to provide: (1) Liability insurance with City of Monterey Park as addition insured endorsement; (2) Proof of workers' compensation insurance coverage; (3) 100% Faithful Performance Bond, (4) 100% Labor and Material Bond, and (5) DIR Registration.
Plans are available to download for a fee from QuestCDN; link on the City's website www.montereypark.ca.gov/444/Bids-Proposals.
Bid Package Cost: \$22.00.
Bid Due Date and Time: Bids will be received via the online electronic bid service, Quest Construction Data Network (QuestCDN), www.questcdn.com, until 10:00 AM, Tuesday, October 22, 2024.
Questions? Please call: Anthony Bendezu, Civil Engineering Associate at (626) 307-1320.

Published September 30, October 7, 2024
MONTEREY PARK PRESS

Lines:57

1 x Run= \$114.00
2 s Run= \$228.00

Total Cost \$228.00

CITY OF MONTEREY PARK



BIDDING DOCUMENTS For

2024-25 CONCRETE IMPROVEMENT PROJECT

Specification No. 2024-005

Bid Due Date:

**10:00 AM
October 22nd, 2024**

**Submit bids to:
Quest Construction Data Network (QuestCDN)
www.questcdn.com**

2024-25 CONCRETE IMPROVEMENT PROJECT

Specification No. 2024-005

Approved by: 

Okan Demirci, PE
Acting 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, October 22nd, 2024, for the 2024-25 Concrete Improvements Project Specification No. 2024-005.** Late bids will not be accepted.

As described in the Bidding Documents, the bids are for a public works project which consists of the removal and replacement of concrete sidewalk, curb and gutter, and curb ramps at various locations Citywide and related work as shown on the plans on file with the City's Public Works Department. Bids will be publicly opened in approximately 15 minutes after the bid due date and time.

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

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). 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 #9332575) to locate the job on the QuestCDN website search page. There is a \$42 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.

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.

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 in the range of \$800,000

Construction Days is 50 working days.

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

Required State of California Contractors License Classification is Class **A**.

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

For questions, contact via e-mail only:

ANTHONY BENDEZU – ABENDEZU@MONTEREYPARK.CA.GOV

DATED this September 24th, 2024.

--END OF SECTION--

SECTION B. BIDDING INSTRUCTIONS

1. **DEFINITIONS.** Unless provided otherwise, the definitions in the Greenbook, Special Conditions, or other Contract Documents are applicable to all Bidding Documents.
 - 1.1. "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - 1.2. "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
 - 1.3. "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
 - 1.4. "Bidder" means a person or firm that submits a Bid.
 - 1.5. "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.
 - 1.6. "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.
 - 1.7. "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.
2. **BIDDER'S REPRESENTATIONS.** By making its Bid, Bidder represents that:
 - 2.1. Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
 - 2.2. Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.
 - 2.3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.
 - 2.4. Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder

will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder shall also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.

- 2.5. If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.
- 2.6. Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.7. The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
- 2.8. Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.9. The Bidder has paid the City's business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1. Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice for Bids.
- 3.2. Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3. The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1. Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative errors, inconsistencies, or ambiguities discovered.
- 4.2. Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's Representative.
- 4.3. Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5. PRODUCT SUBSTITUTIONS. No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.**6. SUBCONTRACTORS.**

- 6.1. Each Bidder will list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) Work Activity; (2) name of Subcontractor; (3) city of Subcontractor's business location. Failure to list any of these items on the Bid Form will result in the City treating the Bid as if no Subcontractor was listed for the Work and that Bidder represents to the City that it is fully qualified to perform that portion of the Work and will perform to 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 responsive Bidder, Bidder will submit to the City all of the following items:

- 14.5.1. Three originals of the Agreement signed by Bidder.
 - 14.5.2. Three originals of the Payment Bond.
 - 14.5.3. Three originals of the Performance Bond.
 - 14.5.4. Certificates of Insurance on form provided by the City.
 - 14.5.5. Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - 14.5.6. Preliminary Contract Schedule.
 - 14.5.7. Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.
 - 14.5.8. Cost Breakdown.
- 14.6. Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 14.7. If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.
- 14.8. If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

--END OF SECTION--

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: _____

In accordance with the City's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Monterey Park of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the guarantee accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

BID SCHEDULE

To the Monterey Park's City Council, herein called the "Council".

Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule:

BID SCHEDULE					
For 2024-25 Concrete Improvement Project Specification No. 2024-005					
No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing and construct new PCC curb and gutter per SPPWC, Std. Plan No: 120-3, A2-8, complete and in place.	100	LF	\$	\$
2	Remove existing and construct new PCC Sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2.	12,669	SF	\$	\$
3	Construct PCC ADA ramps per SPPWC Standard Plan No. 111-5	70	EA	\$	\$
4	Mobilization	1	LS	\$	\$
TOTAL BASE BID AMOUNT IN NUMBERS					\$
TOTAL BASE BID AMOUNT IN WORDS:					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor Information	Work to be Performed	Dollar Amount
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		\$ _____

REFERENCES

References shall be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. References shall be either minimum from 3 Public Agencies; or minimum from 2 Public Agencies plus 2 Private Entities for which BIDDER has performed similar work within the past three years.

Reference 1		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 2		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 3		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

Reference 4		
Agency Name _____	Project Name and Brief Description	
Contact Name and Title _____		
Tel: _____ E-mail: _____	Contract Value: \$ _____	Year Completed: _____

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project without question.

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

INSURANCE REQUIREMENTS

To be awarded this contract, the successful bidder shall procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

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

Commercial general liability insurance shall meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above shall be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies shall be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such endorsement shall be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance shall be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Automobile coverage shall be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Contractor shall furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance shall be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) shall reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City's Contractor. Failure to provide this insurance will render the bidder's proposal "nonresponsive."

Bidder's Name: _____
 Authorized Signature: _____
 Name and Title: _____
 Date: _____

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I _____ am _____ the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been____ **has been**____ (indicate **YES** or **NO** after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** **YES** explain the circumstances below:

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been _____ **has been** _____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been___ **has been**___ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

BIDDER INFORMATION

Bidder's Name: _____

Address: _____

Form of Legal Entity: _____

If a Corporation, State of Incorporation: _____

State Contractor's Class and License No.: _____

Contact Person Information:

Name: _____ Title: _____

E-mail: _____ Tel: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Previous contract performance history:

Was any contract terminated previously: _____

If the answer to the above is "yes", provide the following information:

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

PROPOSAL GUARANTEE**BID BOND**

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, AND _____, as SURETY, are held and firmly
bound unto the City of Monterey Park, in the penal sum of _____
(\$ _____) dollars, lawful money of the United States, which is 10 percent of the total
amount bid by BIDDER to the City of Monterey Park for the **2024-25 Concrete
Improvements Specification No. 2024-005** ("Public Project"), for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firm by these
presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to the City of Monterey Park for the above stated project, if said bid is
rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER
in the manner and time specified, then this obligation shall be null and void, otherwise it
shall remain in full force and effect in favor of the City of Monterey Park.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this ____ day of _____, 20__.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL_____
SURETY**PRINCIPAL's MAILING ADDRESS:****SURETY's MAILING ADDRESS:**_____

NOTE: All signatures shall be acknowledged by a notary public.

PROPOSAL GUARANTEE**CERTIFIED CHECK or CASHIER'S CHECK**

As an Alternative to Bid Bond, Bidder can provide Certified Check or Cashier's Check as follows

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Monterey Park, in the amount of (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the **2024-25 Concrete Improvements Specification No. 2024-005** ("Public Project").

The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Monterey Park within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. STANDARD SPECIFICATIONS

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 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.

WORKDAYS AND WORKING HOURS

City Hall is ordinarily open from Monday thru Thursday during normal working hours (8 a.m. to 6:00 p.m.). City Hall is closed on Fridays and on the following holidays:

New Year's Day	-	January 1
Martin Luther King, Jr. Day	-	January 17
President's Day	-	February 21
Memorial Day	-	May 30
Independence Day	-	July 4
Labor Day	-	September 05
Veterans' Day	-	November 11
Thanksgiving	-	November 24
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 \$1000 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, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME),

DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES CITY IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES."

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

No guarantee is made for the quantities estimated under the bid items. The City reserves the right to reduce, increase the quantity or omit an item of work.

A. Traffic control:

1. The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience.
2. All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CA MUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.
3. The use of flagmen may be required if deemed so by the City Engineer. Adequate flagmen, construction signs barricades, delineators, and arrow boards shall be used to the satisfaction of the City Engineer. Adequate traffic control shall always be maintained through the construction zone.
4. Traffic control through the project area shall conform to the requirements of Section 7-10, "Public Convenience and Safety," (SSPWC).
5. The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. Traffic must only be allowed on a firm asphalt surface. A temporary ac pavement may be used for this reason to allow traffic.
6. The Contractor shall maintain a minimum of 5 feet clearance from the vertical edge of excavation.
7. The Contractor shall not be allowed to leave vertical edge over 1" within the street pavement when the pavement is open to traffic except along the edge of gutter. Otherwise, the Contractor shall construct temporary AC transition at edges including around the edges of utility structures.

The transition at traverse edge to through traffic shall be 6:1 slope, at longitudinal edge shall be 4:1 slope and at driveways ramped at 6:1 slope.

8. Ingress and egress of vehicle to all driveways shall be maintained at all time except when arranged in advance by the Contractor with the respective residence.
9. The Contractor shall maintain one 10' wide minimum traffic lane in each direction at all time.

10. No street or one traffic direction closure shall be allowed unless approved by the City Engineer 48 hours prior to the closure and subject to the following condition:

- a. The Contractor shall submit a detour plan prepared by a Civil Engineer in the State of California, for approval by the Engineer.
- b. Notify the following Agencies two (2) working days before closing or partially closing any street or alley:

See Appendix 3 on the bid package for Police Department and Fire Department Dispatch contacts. Contractor shall notify these agencies.

11. The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CA MUTCD.

12. All traffic lanes shall be open at the end of working hours of each day, unless approved by the City Engineer.

13. Payment for traffic control shall be included in various bid items of the Bid Schedule.

B. PCC Sidewalk, Curb and Gutter:

This item consists of removal of existing concrete sidewalk, curb and gutter, and/or flatwork, followed by installation of new concrete sidewalk, curb and gutter, per SPPWC Standard Plan No. 120-1, at those locations specified on the plans. Concrete shall be Portland Cement Concrete (PCC), Class 520-C-2500 per Table 201-1.1.2. PCC shall conform to Section 201-1 of the Greenbook with respect to materials. PCC shall conform to Section 303-5 of the Greenbook with respect to construction methods.

All details and dimensions for PCC Sidewalk, Curb and Gutter, shall comply to the latest edition of the SPPWC. Contractor shall furnish the necessary control points for all work, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Payment for removal of PCC sidewalk includes sawcutting, excavation, removal and disposal of all material, and shall be paid for at the contract unit price per square foot of PCC sidewalk removed and constructed and no additional compensation will be allowed.

Payment for removal of PCC curb and gutter includes sawcutting, excavation, removal and disposal of all material, and shall be paid for at the contract unit price per linear foot of PCC curb and gutter removed and constructed and no additional compensation will be allowed.

Payment for the construction of PCC sidewalk, including excavation, grading and preparation of subgrade shall be paid for at the contract unit price per square foot and no additional compensation will be allowed.

Payment for the construction of PCC curb and gutter, including excavation, grading and preparation of subgrade shall be paid for at the contract unit price per square foot and no additional compensation will be allowed.

The PCC sidewalk bid price shall include full compensation for all labor, materials, tools, equipment and all incidentals, and for doing the work, as shown on the plans and in accordance with these Special Provisions, including removal and construction of PCC sidewalk, sawcutting, excavation, removal and disposal of all material, grading and preparation of subgrade shall be paid for at the contract unit price per square foot and no additional compensation will be allowed.

The PCC curb and gutter bid price shall include full compensation for all labor, materials, tools, equipment and all incidentals, and for doing the work, as shown on the plans and in accordance with these Special Provisions, including removal and construction of PCC curb and gutter, sawcutting, excavation, removal and disposal of all material and includes removal of 1 FOOT STRIP X 8" DEEP OF AC pavement section (AC Slot Patch) as required, grading and preparation of subgrade shall be paid for at the contract unit price per square foot and no additional compensation will be allowed.

C. PCC Curb Ramps:

This item consists of removal of existing concrete ramps, sidewalk, curb and gutter, flatwork, and various parkway materials, followed by installation of new ADA compliant curb access ramps, per SPPWC Standard Plan No. 111-5, at those locations specified on the plans. Concrete shall be Portland Cement Concrete (PCC), Class 520-C-2500 per Table 201-1.1.2. PCC shall conform to Section 201-1 of the Greenbook with respect to materials. PCC shall conform to Section 303-5 of the Greenbook with respect to construction methods.

All details and dimensions for PCC Access Ramps shall comply to the latest edition of the SPPWC Standard Plans. Contractor shall furnish the necessary control points for all work, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Payment for removal of PCC curb ramp includes sawcutting, excavation, removal, and disposal of all material, and includes removal of 1 FOOT STRIP X 8" DEEP OF AC pavement section as needed, and shall be paid for at the contract unit price per each PCC curb ramp removed and no additional compensation will be allowed.

Payment for the construction of curb ramp shall be paid per each and shall include all labor and material to construct curb ramps at the identified locations including curb &

gutter, associated PCC walk, detectable warning surface, construction and compaction of asphalt slot patch, and no additional compensation will be allowed.

D. Mobilization:

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

--END OF SECTION--

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK
AND

This CONTRACT is entered into this ____ day of _____, 20__, by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (“the City”) and _____ (“the Contractor”).

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the “Work”). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. “Contract Documents” means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

- 2. CONTRACT SUM.** The City agrees to pay the Contractor a sum not to exceed _____ (\$ _____) dollars for the Work in the manner set forth in the Contract Documents. The City may adjust

this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within **50** working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. DISPUTES. Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.

6. TAXPAYER IDENTIFICATION NUMBER. The Contractor will provide the City with a Taxpayer Identification Number.

7. PERMITS AND LICENSES. Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said

documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.

9. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.
10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which 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 (3) years after termination or final payment under the Contract Documents.
12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

City of Monterey Park

Attn: _____

320 West Newmark Avenue

Monterey Park, CA 91754

The Contractor

Attn: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes

may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
14. **INTERPRETATION.** This Contract was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.
15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:
 - A. This Contract;
 - B. The Standard Specifications; and
 - C. Precedence of documents as determined in the Standard Specifications.
16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

- 21. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK

Ron Bow

City Manager

INSERT AUTHORIZED NAME

INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID
NUMBER

ATTEST:

Maychelle Yee

City Clerk

APPROVED BY:

Karl H. Berger

City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.: _____

Bond Fee: _____

_____(“PRINCIPAL”) and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety (“SURETY”), are held and firmly bound unto the CITY OF MONTEREY PARK (“CITY”) in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATION NO. 2024-005**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATION NO. 2024-005**, a copy of which is on file with CITY’s Engineering Division (“Public Project”). Such performance will be in accordance with CITY’s plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY’s Engineering Division. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL’s work on the Public Project will be done in accordance with
3. CITY’s plans and specifications and with any permit **issued** by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
4. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project’s completion and acceptance by CITY.
5. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code (“ESMC”).
6. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 2024-005** or of the obligation

to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

7. This bond consists of this instrument; the plans and specifications identified above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so;
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted; and
8. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

LABOR AND MATERIAL BOND

Bond No.: _____

Bond Fee: _____

_____, as principal ("PRINCIPAL") and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as surety ("SURETY"), are held and firmly bound unto the CITY OF MONTEREY PARK ("CITY") in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in **2024-25 Concrete Improvement Specification No. 2024-005** ("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 **2024-25 Concrete Improvements Specification No. 2024-005** 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 any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:
- A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

--END OF SECTION--

CONTRACT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**[PURSUANT TO PUBLIC CONTRACTS CODE § 22300]**

This AGREEMENT is entered into this day of XX, 20XX, 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.) 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:

Maychelle Yee

City Clerk

APPROVED BY:

Karl H. Berger

City Attorney

--END OF SECTION--

The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

UPDATE CONTACT LIST AS NECESSARY

CITY OF MONTEREY PARK, Engineering Div.	(626) 307-1320	Anthony Bendezu
CITY OF MONTEREY PARK, Water Div.	(626) 307-1293	George Noriega
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
CHARTER CABLE TELEVISION	(626) 705-7473	Luis Gonzales
UNDERGROUND SERVICE ALERT (USA)	811	
POLICE DEPARTMENT DISPATCH	(626) 307-1211	
FIRE DEPARTMENT DISPATCH	(626) 307-1262	

--END OF SECTION--

APPENDIX 4. CURB & GUTTER LOCATION INDEX

Curb & Gutter Repair Locations		
Address No.	Street Name	Qty (LF)
2302	Gerhart Ave	11
2325	Gerhart Ave	5
2321	Gerhart Ave	5
648	W Gleason St	12
521	W Gleason St	8
321	W Gleason St	8
814	W Markland Dr	11
332	W Markland Dr	5

APPENDIX 5. SIDEWALK LOCATION INDEX

Sidewalk Repair Locations		
Address No.	Street Name	Qty (SF)
Via Norte Avenue	Bella Vista School	200
Findlay Avenue	Bella Vista School	200
2301	Findlay Ave	224
2329	Findlay Ave	16
2405	Findlay Ave	48
2409	Findlay Ave	20
2413	Findlay Ave	32
2429	Findlay Ave	32
2300	Gerhart Ave	76
2321	Gerhart Ave	65
2309	Gerhart Ave	13
2305	Gerhart Ave	13
2301	Gerhart Ave	13
2321	Gerhart Ave	163
Via Norte Avenue	Grace Church	52
2301	Hendricks Ave	128
501	Hendricks Ave	112
2425	Hendricks Ave	288
2433	Hendricks Ave	48
2400	Hendricks Ave	36
2302	Hendricks Ave	24
2432	S Bradshawe Ave	128
2300	S Bradshawe Ave	32
2301	S Bradshawe Ave	16
2425	S Bradshawe Ave	96

2433	S Bradshaw Ave	80
2341	S Isabella Ave	85
201	W Fernfield Dr	50
328	W Fernfield Dr	44
324	W Fernfield Dr	16
239	W Fernfield Dr	17
237	W Fernfield Dr	30
201	W Fernfield Dr	25
301	W Fernfield Dr	110
301	W Fernfield Dr	60
305	W Fernfield Dr	20
309	W Fernfield Dr	55
313	W Fernfield Dr	40
317	W Fernfield Dr	35
321	W Fernfield Dr	40
325	W Fernfield Dr	192
796	W Fernfield Dr	25
788	W Fernfield Dr	50
670	W Fernfield Dr	144
654	W Fernfield Dr	80
644	W Fernfield Dr	16
638	W Fernfield Dr	16
612	W Fernfield Dr	80
524	W Fernfield Dr	80
516	W Fernfield Dr	100
517	W Fernfield Dr	48
617	W Fernfield Dr	52
645	W Fernfield Dr	76
649	W Fernfield Dr	20
653	W Fernfield Dr	80

779	W Fernfield Dr	80
795	W Fernfield Dr	140
815	W Fernfield Dr	113
819	W Fernfield Dr	88
823	W Fernfield Dr	38
827	W Fernfield Dr	164
537	W Fernfield Dr	136
601	W Fernfield Dr	48
336	W Fernfield Dr	96
520	W Fernfield Dr	296
505	W Fernfield Dr	80
517	W Fernfield Dr	48
669	W Gleason St	48
818	W Gleason St	100
814	W Gleason St	25
810	W Gleason St	50
802	W Gleason St	88
794	W Gleason St	175
790	W Gleason St	88
786	W Gleason St	138
777	W Gleason St	25
785	W Gleason St	138
793	W Gleason St	75
797	W Gleason St	50
802	W Gleason St	25
805	W Gleason St	50
668	W Gleason St	80
660	W Gleason St	96
652	W Gleason St	96
648	W Gleason St	56

640	W Gleason St	16
632	W Gleason St	32
628	W Gleason St	48
616	W Gleason St	56
612	W Gleason St	16
604	W Gleason St	32
513	W Gleason St	80
521	W Gleason St	144
529	W Gleason St	64
537	W Gleason St	144
501	W Gleason St	50
613	W Gleason St	32
617	W Gleason St	16
629	W Gleason St	20
633	W Gleason St	48
627	W Gleason St	48
649	W Gleason St	64
657	W Gleason St	16
661	W Gleason St	80
665	W Gleason St	16
601	W Gleason St	80
333	W Gleason St	16
309	W Gleason St	64
312	W Gleason St	32
320	W Gleason St	32
324	W Gleason St	128
328	W Gleason St	100
332	W Gleason St	120
336	W Gleason St	64
814	W Markland Dr	190

812	W Markland Dr	38
810	W Markland Dr	100
788	W Markland Dr	80
784	W Markland Dr	100
656	W Markland Dr	16
652	W Markland Dr	128
632	W Markland Dr	32
628	W Markland Dr	48
616	W Markland Dr	32
608	W Markland Dr	80
528	W Markland Dr	32
516	W Markland Dr	112
512	W Markland Dr	16
504	W Markland Dr	16
500	W Markland Dr	16
513	W Markland Dr	32
613	W Markland Dr	100
625	W Markland Dr	16
645	W Markland Dr	16
665	W Markland Dr	80
791	W Markland Dr	25
795	W Markland Dr	50
537	W Markland Dr	64
336	W Markland Dr	32
501	W Markland Dr	304
417	W Markland Dr	110
425	W Markland Dr	25
428	W Markland Dr	148
433	W Markland Dr	130
337	W Markland Dr	32

333	W Markland Dr	62
309	W Markland Dr	16
229	W Markland Dr	25
227	W Markland Dr	70
211	W Markland Dr	35
209	W Markland Dr	75
232	W Markland Dr	48
308	W Markland Dr	92
312	W Markland Dr	26
316	W Markland Dr	88
320	W Markland Dr	48
324	W Markland Dr	16
332	W Markland Dr	92
336	W Markland Dr	36
669	W Markland Dr	128
500	W Markland Dr.	152

APPENDIX 6. CURB RAMPS LOCATION INDEX

Curb Ramp R&R Locations		
Street Name	Cross Street	Qty (EA)
Arroyo Dr	Robinlinda Ln	2
Arroyo Dr	Bluestone Ln	2
Ash Dr	Holly Oak Dr	2
Ferdinand Ave	W Riggin St	4
Ferdinand Ave	W Markland Dr	4
Ferdinand Ave	W Gleason St	2
Ferdinand Ave	W Fernfield Dr	2
Ferdinand Ave	W Pomona Blvd	2
Findlay Ave	W Riggin St	4
Findlay Ave	W Pomona Blvd	2
Hendricks Ave	W Riggin St	4
Hendricks Ave	W Pomona Blvd	2
S Bradshaw Ave	W Riggin St	4
S Bradshaw Ave	W Markland Dr	4
S Bradshaw Ave	W Gleason St	4
S Bradshaw Ave	W Fernfield Dr	4
S Bradshaw Ave	W Pomona Blvd	2
S Isabella Ave	W Riggin St	4
S Isabella Ave	W Markland Dr	2
S Isabella Ave	W Gleason St	2
S Isabella Ave	W Fernfield Dr	4
S Isabella Ave	W Pomona Blvd	2
Potrero Grande Dr	Kenton Dr	2

ATTACHMENT 2
Kalban, Inc. Proposal
2024-25 Concrete Improvement Project

SECTION C. BIDDERS PROPOSAL

(Entire section C shall be submitted with the bid)

BIDDER'S NAME: Kalban, Inc

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

For 2024-25 Concrete Improvement Project Specification No. 2024-005

No.	Bid Item Description	Quantity	Unit	Unit Bid	Total Bid
1	Remove existing and construct new PCC curb and gutter per SPPWC, Std. Plan No: 120-3, A2-8, complete and in place.	100	LF	\$150 ⁰⁰	\$15,000 ⁰⁰
2	Remove existing and construct new PCC Sidewalk, 4" thick per SPPWC, Std. Plan No. 112-2.	12,669	SF	\$13 ⁰⁰	\$164,697 ⁰⁰
3	Construct PCC ADA ramps per SPPWC Standard Plan No. 111-5	70	EA	\$6,500 ⁰⁰	\$455,000 ⁰⁰
4	Mobilization	1	LS	\$16,500 ⁰⁰	\$16,500 ⁰⁰
TOTAL BASE BID AMOUNT IN NUMBERS					\$651,197 ⁰⁰
TOTAL BASE BID AMOUNT IN WORDS: Six Hundred Fifty One Thousand One Hundred Ninety Seven Dollars					

The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

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: <i>Cole Land Surveying</i>	<i>Survey</i>	<i>\$15,000⁰²</i>
Address: <i>614 N Eckhoff, Orange, CA</i>		
Tel: <i>714-628-8948</i>		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Total Subcontract Amount (shall not exceed 49% of Total Bid Amount)		<i>\$15,000⁰²</i>

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 <u>City of Alhambra</u>	Project Name and Brief Description <u>2021 Concrete Alley Rehabilitation Project</u>	
Contact Name and Title <u>Robert Bias</u>	<u>Concrete Alley, Ramp, C&G</u>	
Tel: <u>(626) 570-5067</u> E-mail: <u>rbias@cityofalhambra.org</u>	Contract Value: <u>\$900,000</u>	Year Completed: <u>2022</u>

Reference 2		
Agency Name <u>City of Torrance</u>	Project Name and Brief Description <u>Construction of Sidewalk Repairs for Disabled</u>	
Contact Name and Title <u>Shin Furukawa</u>	<u>Concrete Ramps, Sidewalk, Driveways, C&G</u>	
Tel: <u>(310) 618-3073</u> E-mail: <u>Sfurukawa@Torrance.ca.gov</u>	Contract Value: <u>\$1,000,000</u>	Year Completed: <u>2023</u>

Reference 3		
Agency Name <u>LA. County</u>	Project Name and Brief Description <u>Parkway Concrete 6735</u>	
Contact Name and Title <u>Laura Rockett</u>	<u>Concrete Sidewalk, Driveways, Ramps, C&G</u>	
Tel: <u>(562) 869-1176</u> E-mail: <u>Lrockett@dpr.lacounty.gov</u>	Contract Value: <u>\$2,500,000</u>	Year Completed: <u>2023</u>

Reference 4		
Agency Name <u>City of Cerritos</u>	Project Name and Brief Description <u>Residential Curb Ramps & Sidewalk Repairs</u>	
Contact Name and Title <u>City of Cerritos</u>	<u>Project No. 14068 Bid No. 1459-22</u>	
Tel: <u>Albert Arteaga (562) 916-1229</u>	Contract Value: <u>\$650,000</u>	Year Completed: <u>2023</u>
E-mail: <u>aaarteaga@Cerritos.us</u>	<u>PCC C & G/Sidewalk/Driveways/Ramps/Cross Gutters</u>	

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: Matthew Lawrence

Date of Inspection: 10-21-2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 9 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:

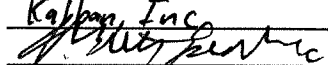
<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

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:	<u>Kalban, Inc.</u>
Authorized Signature:	<u></u>
Name and Title:	<u>Matthew Lawrence - Vice President</u>
Date:	<u>10-21-2024</u>

PUBLIC CONTRACT CODE SECTION 7106**Noncollusion Declaration by Bidder**

The undersigned declares:

I am the Vice President of Kalban, Inc, 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: Kalban, Inc
Authorized Signature: 
Name and Title: Matthew Lawrence - Vice President
Date: 10-21-2024

PUBLIC CONTRACT CODE SECTION 10162

In conformance with the above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder

has never been ☒ has been ☐ (indicate YES or NO after applicable answer)

disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

If the answer is **has been** YES explain the circumstances below:



Bidder's Name: Kalban, Inc

Authorized Signature: Matthew Lawrence

Name and Title: Matthew Lawrence - Vice President

Date: 10-21-2024

PUBLIC CONTRACT CODE SECTION 10232

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court

has not been ✓ has been _____ (indicate YES or NO after applicable answer)

issued against the bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

Bidder's Name:

Kalban, Inc

Authorized Signature:



Name and Title:

Matthew Lawrence - Vice President

Date:

10-21-2024

PUBLIC CONTRACT CODE SECTION 10285.1

In conformance with above Public Contract Code Section, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof

has never been ☒ has been ☐ (indicate YES or NO after applicable answer)

convicted within the preceding three years by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

Bidder's Name:

Kalban Inc

Authorized Signature:

Matthew Lawrence

Name and Title:

Matthew Lawrence - Vice President

Date:

10-21-2024

BIDDER INFORMATIONBidder's Name: Kalban, IncAddress: 26450 Ruetter Ave #201 Santa Clarita, CA 91350Form of Legal Entity: CorporationIf a Corporation, State of Incorporation: CaliforniaState Contractor's Class and License No.: 507550 Class A

Contact Person Information:

Name: Matthew Lawrence Title: Vice PresidentE-mail: kalbaninc@aol.com Tel: (818) 504-1065

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:

Deepak Patel - CEOKirit Serathia - CFODinesh Savalia - Officer

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

Previous contract performance history:

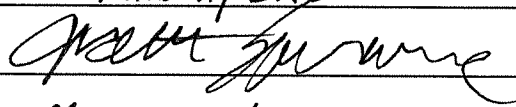
Was any contract terminated previously: No

If the answer to the above is "yes", provide the following information:

Contract/project name and number: N/ADate of termination: N/AReason for termination: N/AOwner's name: N/AOwner contact person and tel. no.: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 21st day of October, 2024.

BIDDER

Kalban, Inc

Matthew Lawrence
Vice President

Subscribed and sworn to this 21st day of October, 2024.

NOTARY PUBLIC

Andrew Schmitt
See Attached

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

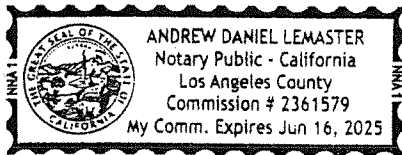
State of California

County of Los Angeles

On 10-21-2024 before me, Andrew LeMaster Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew Lawrence
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Andrew LeMaster
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

PROPOSAL GUARANTEE**BID BOND**Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Kalban, Inc., as BIDDER, AND Everest National Insurance Company, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of Ten Percent of Total Amount Bid----- (\$ 10% of Bid----) 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 **2024-25 Concrete Improvements Specification No. 2024-005** ("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 18th day of October, 2024.

SIGNED AND SEALED this 18th day of October, 2024.

Kalban, Inc.

Everest National Insurance Company


 PRINCIPAL Matthew Lawrence
Vice President

SURETY


 Rebecca Haas-Bates, Attorney-in-Fact

PRINCIPAL's MAILING ADDRESS:**SURETY's MAILING ADDRESS:**Kalban, Inc.Everest National Insurance Company26450 Ruether Avenue, Unit 2011340 Treat Blvd, Ste. 450, Pacific Plaza,Santa Clarita, CA 91350Walnut Creek, CA 94597

NOTE: All signatures shall be acknowledged by a notary public.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

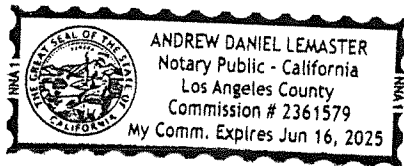
State of California

County of Los Angeles

On 10-21-2024 before me, Andrew Le Master Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew Lawrence
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Andrew LeMaster
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 10/18/2024 before me, Alma Karen Hernandez, Notary Public

Date

Here Insert Name and Title of the Officer

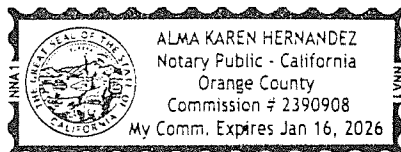
personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 10/18/2024

Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Everest National Insurance Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

William Syrkin, Rebecca Haas-Bates, Megan Hilke, Richard Adair

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 18th day of October 2024.



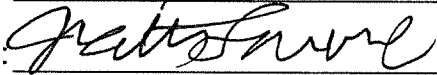
By: Sylvia Semerdjian, Assistant Secretary

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 Kalban Will Use A Bid Bond (\$) 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 **2024-25 Concrete Improvements Specification No. 2024-005** ("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: Kalban, Inc
Authorized Signature: 
Name and Title: Matthew Lawrence - Vice President
Date: 10-21-2024

--END OF SECTION--

ATTACHMENT 3
Sample Public Works Agreement

**PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK AND**

[CITY COUNCIL MUST APPROVE CONTRACTS GREATER THAN \$60,000]

This CONTRACT is entered into this day of , 20 , by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("the City") and ("the Contractor").

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the "Work"). The Contractor agrees to do additional work arising from changes ordered by the City in accordance with the Contract Documents.
- B. The Contractor and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the City) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the City and the Contractor for the Work. The Contract Documents constitute the complete agreement between the City and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The City agrees to pay the Contractor a sum not to exceed dollars (\$) for the Work in the manner set forth in the Contract Documents. The City may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to

proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.

- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. **DISPUTES.** Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than 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

The Contractor

City of Monterey Park
City Hall

Monterey Park, CA

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

Enter Name,
City Manager

ATTEST:

Enter Name, City Clerk

Taxpayer ID No. _____

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



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3J

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Energy Efficiency and Conservation Block Grant Program

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution authorizing the City Manager, or designee, to apply for, receive, and appropriate \$121,150 in grant funds for the Energy Efficiency and Conservation Block Grant Program for the purchase of four 2025 Chevrolet Equinox EV vehicles; and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Energy Efficiency and Conservation Block Grant (EECBG) Program provides predetermined grants designed to assist local governments in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

If adopted, the proposed resolution would authorize the City Manager, or designee, to apply for the Energy Efficiency and Conservation Block Grant (EECBG) Program, to execute the grant agreement, and to implement a budget amendment of \$121,150 if the City is awarded funds. Staff anticipates notification of the award of grant funds within 60 days from the date of the application for the grant. If awarded, staff will seek Council approval to purchase four 2025 Chevrolet Equinox EV vehicles.

BACKGROUND:

The EECBG Program provides predetermined grants designed to assist local governments in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. The EECBG has allocated an amount of \$121,150 in grant funds for the City of Monterey Park. Staff worked to identify several potential projects and purchases that would qualify for this grant. Staff has identified the purchase of four 2025 Chevrolet Equinox EV vehicles as the best use for the grant funds, which qualifies as an eligible grant activity. Staff recommends the adoption of a resolution to apply for, receive, and appropriate \$121,150 in grant funds for the EECBG Program. If awarded, staff will seek City Council approval to purchase four 2025 Chevrolet Equinox EV vehicles.

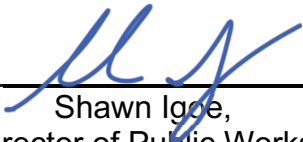
2024-25 STRATEGIC PLAN GOAL:

The proposed resolution meets the City's goal to maintain, build, and modernize infrastructure and facilities to support the current and future needs of our City and community as it would augment the City's fleet with fuel efficient, electric vehicles. Additionally, the purchase of EV vehicles meets sustainability goals through a reduction of greenhouse gas emissions from transportation, with an environmental benefit for the community.

FISCAL IMPACT:

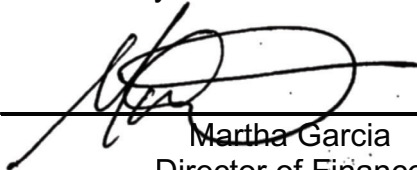
Staff anticipates notification of the award of grant funds within 60 days from the date of the application for the grant. If grant funds are awarded, staff intends to make the recommendation to purchase four 2025 Chevrolet Equinox EV. The cost for the purchase of four 2025 Chevrolet Equinox EV vehicles is an estimated \$146,292.52. The receipt of \$121,150 in grant funds from the EECBG Program would be applied towards the purchase of the vehicles. The remaining balance of \$25,142.52 for the purchase of the vehicles will be funded through available FY 24-25 funds for vehicle replacements.

Respectfully submitted by:



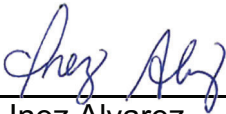
Shawn Igde,
Director of Public Works

Reviewed by:



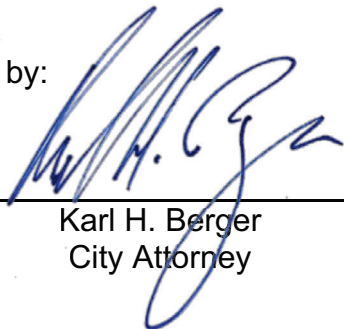
Martha Garcia
Director of Finance

Approved by:



Inez Alvarez,
City Manager

Reviewed by:



Karl H. Berger
City Attorney

ATTACHMENT:

1. EECBG Funding Allocations
2. Resolution

ATTACHMENT 1

EECBG Funding Allocation



FINAL ALLOCATION OF FUNDS

Office of State and Community Energy Programs (SCEP) U.S. Department of Energy (DOE)

ATTACHMENT 1A: DOE FORMULA GRANT FUNDING ALLOCATIONS TO LOCAL GOVERNMENTS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM

This document presents the final formula grant funding allocations by Local Government (Table 1a) for the EECBG Program - Sec. 40552(b) of the [Infrastructure Investment and Jobs Act \(IIJA\)](#) of 2021.

**Table 1a. FINAL EECBG Program Formula Grant Funding Allocations to Local Governments
Listed Alphabetically by State and Local Government**

#	State/Territory	Entity Name	Level of Government	Allocation
Total (Local Governments)				\$299,200,000
1	AK	Aleutians East	County	\$75,120
2	AK	Fairbanks North Star	County	\$77,080
3	AK	Haines	County	\$75,080
4	AK	Kenai Peninsula	County	\$76,770
5	AK	Ketchikan Gateway	County	\$75,180
6	AK	Kodiak Island	County	\$75,250
7	AK	Matanuska-Susitna	County	\$77,960
8	AK	North Slope	County	\$75,430
9	AK	Northwest Arctic	County	\$75,270
10	AK	Petersburg	County	\$75,120
11	AK	Anchorage	City	\$300,250
12	AK	Bethel	City	\$75,220
13	AK	Fairbanks	City	\$76,260
14	AK	Juneau, City and Borough of	City	\$76,130
15	AK	Kenai	City	\$75,270
16	AK	Ketchikan	City	\$75,300
17	AK	Kodiak	City	\$75,210
18	AK	Palmer	City	\$75,250
19	AK	Sitka	City	\$75,300
20	AK	Wasilla	City	\$75,390
21	AL	Baldwin	County	\$246,150
22	AL	Calhoun	County	\$79,030
23	AL	Etowah	County	\$78,540
24	AL	Jefferson	County	\$348,100
25	AL	Lee	County	\$78,040



#	State/Territory	Entity Name	Level of Government	Allocation
26	AL	Madison	County	\$79,430
27	AL	Marshall	County	\$78,390
28	AL	Mobile	County	\$239,310
29	AL	Shelby	County	\$81,530
30	AL	Tuscaloosa	County	\$79,010
31	AL	Auburn	City	\$131,740
32	AL	Birmingham	City	\$252,880
33	AL	Decatur	City	\$120,360
34	AL	Dothan	City	\$132,400
35	AL	Florence	City	\$76,520
36	AL	Hoover	City	\$144,130
37	AL	Huntsville	City	\$247,820
38	AL	Madison	City	\$116,470
39	AL	Mobile	City	\$229,820
40	AL	Montgomery	City	\$236,570
41	AL	Phenix City	City	\$76,270
42	AL	Prattville	City	\$76,260
43	AL	Tuscaloosa	City	\$158,340
44	AL	Vestavia Hills	City	\$76,300
45	AR	Benton	County	\$79,920
46	AR	Crawford	County	\$77,050
47	AR	Faulkner	County	\$76,890
48	AR	Garland	County	\$77,030
49	AR	Lonoke	County	\$77,380
50	AR	Pope	County	\$77,230
51	AR	Pulaski	County	\$79,400
52	AR	Saline	County	\$77,800
53	AR	Washington	County	\$77,520
54	AR	White	County	\$77,650
55	AR	Benton	City	\$76,200
56	AR	Bentonville	City	\$121,190
57	AR	Conway	City	\$125,490
58	AR	Fayetteville	City	\$148,500
59	AR	Fort Smith	City	\$148,220
60	AR	Hot Springs	City	\$76,460
61	AR	Jonesboro	City	\$137,970
62	AR	Little Rock	City	\$245,540
63	AR	North Little Rock	City	\$128,080



#	State/Territory	Entity Name	Level of Government	Allocation
64	AR	Pine Bluff	City	\$76,490
65	AR	Rogers	City	\$129,880
66	AR	Springdale	City	\$139,790
67	AZ	Apache	County	\$77,340
68	AZ	Cochise	County	\$77,740
69	AZ	Coconino	County	\$77,340
70	AZ	Maricopa	County	\$378,940
71	AZ	Mohave	County	\$78,940
72	AZ	Navajo	County	\$78,750
73	AZ	Pima	County	\$368,820
74	AZ	Pinal	County	\$273,780
75	AZ	Yavapai	County	\$79,820
76	AZ	Yuma	County	\$77,550
77	AZ	Apache Junction	City	\$76,310
78	AZ	Avondale	City	\$138,310
79	AZ	Buckeye	City	\$137,550
80	AZ	Bullhead City	City	\$76,400
81	AZ	Casa Grande	City	\$117,470
82	AZ	Chandler	City	\$283,790
83	AZ	El Mirage	City	\$76,130
84	AZ	Flagstaff	City	\$133,940
85	AZ	Gilbert, Town of	City	\$266,640
86	AZ	Glendale	City	\$259,960
87	AZ	Goodyear	City	\$144,130
88	AZ	Lake Havasu City	City	\$117,650
89	AZ	Marana, Town of	City	\$113,010
90	AZ	Maricopa	City	\$115,350
91	AZ	Mesa	City	\$449,620
92	AZ	Oro Valley, Town of	City	\$76,610
93	AZ	Peoria	City	\$210,950
94	AZ	Phoenix	City	\$1,340,660
95	AZ	Prescott	City	\$76,750
96	AZ	Prescott Valley, Town of	City	\$76,570
97	AZ	Queen Creek, Town of	City	\$116,990
98	AZ	San Luis	City	\$76,150
99	AZ	Scottsdale	City	\$279,950
100	AZ	Sierra Vista	City	\$76,620
101	AZ	Surprise	City	\$178,140



#	State/Territory	Entity Name	Level of Government	Allocation
102	AZ	Tempe	City	\$236,650
103	AZ	Tucson	City	\$504,750
104	AZ	Yuma	City	\$150,960
105	CA	Contra Costa	County	\$356,510
106	CA	Fresno	County	\$336,680
107	CA	Kern	County	\$422,980
108	CA	Los Angeles	County	\$1,344,700
109	CA	Monterey	County	\$287,340
110	CA	Orange	County	\$299,440
111	CA	Riverside	County	\$477,090
112	CA	Sacramento	County	\$539,610
113	CA	San Bernardino	County	\$393,590
114	CA	San Diego	County	\$526,750
115	CA	San Joaquin	County	\$235,280
116	CA	San Luis Obispo	County	\$251,850
117	CA	San Mateo	County	\$330,430
118	CA	Santa Barbara	County	\$231,840
119	CA	Sonoma	County	\$233,790
120	CA	Stanislaus	County	\$232,020
121	CA	Tulare	County	\$227,670
122	CA	Adelanto	City	\$76,240
123	CA	Alameda	City	\$133,250
124	CA	Alhambra	City	\$136,380
125	CA	Aliso Viejo	City	\$113,160
126	CA	Anaheim	City	\$344,830
127	CA	Antioch	City	\$156,140
128	CA	Apple Valley, Town of	City	\$130,740
129	CA	Arcadia	City	\$119,080
130	CA	Azusa	City	\$112,520
131	CA	Bakersfield	City	\$379,310
132	CA	Baldwin Park	City	\$127,900
133	CA	Beaumont	City	\$112,240
134	CA	Bell Gardens	City	\$76,310
135	CA	Bellflower	City	\$130,040
136	CA	Berkeley	City	\$174,290
137	CA	Brea	City	\$76,870
138	CA	Brentwood	City	\$121,550
139	CA	Buena Park	City	\$137,750



#	State/Territory	Entity Name	Level of Government	Allocation
140	CA	Burbank	City	\$167,020
141	CA	Calexico	City	\$76,300
142	CA	Camarillo	City	\$129,470
143	CA	Campbell	City	\$76,540
144	CA	Carlsbad	City	\$168,480
145	CA	Carson	City	\$150,080
146	CA	Cathedral City	City	\$112,920
147	CA	Ceres	City	\$76,660
148	CA	Cerritos	City	\$76,840
149	CA	Chico	City	\$153,350
150	CA	Chino	City	\$147,470
151	CA	Chino Hills	City	\$131,350
152	CA	Chula Vista	City	\$271,850
153	CA	Citrus Heights	City	\$137,060
154	CA	Claremont	City	\$76,300
155	CA	Clovis	City	\$161,730
156	CA	Coachella	City	\$76,350
157	CA	Colton	City	\$116,230
158	CA	Compton	City	\$146,080
159	CA	Concord	City	\$170,110
160	CA	Corona	City	\$197,940
161	CA	Costa Mesa	City	\$166,550
162	CA	Covina	City	\$113,100
163	CA	Culver City	City	\$76,710
164	CA	Cupertino	City	\$125,790
165	CA	Cypress	City	\$114,160
166	CA	Daly City	City	\$146,620
167	CA	Danville, Town of	City	\$76,480
168	CA	Davis	City	\$124,540
169	CA	Delano	City	\$114,850
170	CA	Diamond Bar	City	\$114,980
171	CA	Downey	City	\$160,140
172	CA	Dublin	City	\$127,230
173	CA	Eastvale	City	\$123,670
174	CA	El Cajon	City	\$155,020
175	CA	El Centro	City	\$76,600
176	CA	El Monte	City	\$157,090
177	CA	Elk Grove	City	\$201,410



#	State/Territory	Entity Name	Level of Government	Allocation
178	CA	Encinitas	City	\$122,780
179	CA	Escondido	City	\$187,670
180	CA	Fairfield	City	\$164,990
181	CA	Folsom	City	\$139,040
182	CA	Fontana	City	\$230,640
183	CA	Fountain Valley	City	\$119,070
184	CA	Fremont	City	\$254,040
185	CA	Fresno	City	\$494,390
186	CA	Fullerton	City	\$183,850
187	CA	Garden Grove	City	\$199,300
188	CA	Gardena	City	\$122,410
189	CA	Gilroy	City	\$118,490
190	CA	Glendale	City	\$227,620
191	CA	Glendora	City	\$114,050
192	CA	Hanford	City	\$118,530
193	CA	Hawthorne	City	\$139,570
194	CA	Hayward	City	\$197,040
195	CA	Hemet	City	\$141,750
196	CA	Hesperia	City	\$147,140
197	CA	Highland	City	\$115,100
198	CA	Hollister	City	\$76,350
199	CA	Huntington Beach	City	\$221,630
200	CA	Huntington Park	City	\$115,290
201	CA	Indio	City	\$140,950
202	CA	Inglewood	City	\$153,020
203	CA	Irvine	City	\$333,830
204	CA	Jurupa Valley	City	\$152,660
205	CA	La Habra	City	\$119,850
206	CA	La Mesa	City	\$120,950
207	CA	La Mirada	City	\$76,610
208	CA	La Puente	City	\$76,260
209	CA	La Quinta	City	\$76,320
210	CA	Laguna Niguel	City	\$121,870
211	CA	Lake Elsinore	City	\$125,030
212	CA	Lake Forest	City	\$139,450
213	CA	Lakewood	City	\$132,670
214	CA	Lancaster	City	\$203,200
215	CA	Lincoln	City	\$76,610



#	State/Territory	Entity Name	Level of Government	Allocation
216	CA	Livermore	City	\$144,230
217	CA	Lodi	City	\$125,810
218	CA	Lompoc	City	\$76,480
219	CA	Long Beach	City	\$423,290
220	CA	Los Angeles	City	\$3,114,200
221	CA	Los Banos	City	\$76,450
222	CA	Lynwood	City	\$123,660
223	CA	Madera	City	\$124,630
224	CA	Manhattan Beach	City	\$76,300
225	CA	Manteca	City	\$135,340
226	CA	Martinez	City	\$76,300
227	CA	Meniffee	City	\$146,570
228	CA	Merced	City	\$140,760
229	CA	Milpitas	City	\$137,730
230	CA	Mission Viejo	City	\$144,870
231	CA	Modesto	City	\$241,720
232	CA	Monrovia	City	\$76,310
233	CA	Montclair	City	\$76,320
234	CA	Montebello	City	\$121,520
235	CA	Monterey Park	City	\$121,150
236	CA	Moorpark	City	\$76,200
237	CA	Moreno Valley	City	\$226,600
238	CA	Morgan Hill	City	\$76,540
239	CA	Mountain View	City	\$148,010
240	CA	Murrieta	City	\$157,040
241	CA	Napa	City	\$134,780
242	CA	National City	City	\$117,750
243	CA	Newark	City	\$76,660
244	CA	Newport Beach	City	\$149,950
245	CA	Norwalk	City	\$149,530
246	CA	Novato	City	\$114,990
247	CA	Oakland	City	\$405,710
248	CA	Oakley	City	\$76,340
249	CA	Oceanside	City	\$201,650
250	CA	Ontario	City	\$218,330
251	CA	Orange	City	\$189,950
252	CA	Oxnard	City	\$224,240
253	CA	Pacifica	City	\$76,200



#	State/Territory	Entity Name	Level of Government	Allocation
254	CA	Palm Desert	City	\$118,040
255	CA	Palm Springs	City	\$76,770
256	CA	Palmdale	City	\$197,390
257	CA	Palo Alto	City	\$141,790
258	CA	Paramount	City	\$114,940
259	CA	Pasadena	City	\$193,560
260	CA	Perris	City	\$134,320
261	CA	Petaluma	City	\$121,440
262	CA	Pico Rivera	City	\$120,010
263	CA	Pittsburg	City	\$128,250
264	CA	Placentia	City	\$112,350
265	CA	Pleasanton	City	\$140,450
266	CA	Pomona	City	\$188,070
267	CA	Porterville	City	\$121,930
268	CA	Poway	City	\$76,830
269	CA	Rancho Cordova	City	\$138,900
270	CA	Rancho Cucamonga	City	\$207,660
271	CA	Rancho Palos Verdes	City	\$76,370
272	CA	Rancho Santa Margarita	City	\$76,570
273	CA	Redding	City	\$149,160
274	CA	Redlands	City	\$133,300
275	CA	Redondo Beach	City	\$127,820
276	CA	Redwood City	City	\$142,550
277	CA	Rialto	City	\$151,580
278	CA	Richmond	City	\$160,550
279	CA	Riverside	City	\$325,070
280	CA	Rocklin	City	\$127,710
281	CA	Rohnert Park	City	\$76,440
282	CA	Rosemead	City	\$113,300
283	CA	Roseville	City	\$190,900
284	CA	Sacramento	City	\$493,300
285	CA	Salinas	City	\$195,530
286	CA	San Bernardino	City	\$249,590
287	CA	San Bruno	City	\$76,430
288	CA	San Buenaventura (Ventura)	City	\$161,680
289	CA	San Clemente	City	\$123,390
290	CA	San Diego	City	\$1,185,290
291	CA	San Francisco	City	\$796,610



#	State/Territory	Entity Name	Level of Government	Allocation
292	CA	San Gabriel	City	\$76,330
293	CA	San Jacinto	City	\$112,830
294	CA	San Jose	City	\$834,110
295	CA	San Juan Capistrano	City	\$76,220
296	CA	San Leandro	City	\$143,300
297	CA	San Luis Obispo	City	\$76,790
298	CA	San Marcos	City	\$146,690
299	CA	San Mateo	City	\$155,720
300	CA	San Rafael	City	\$123,900
301	CA	San Ramon	City	\$140,000
302	CA	Santa Ana	City	\$315,020
303	CA	Santa Barbara	City	\$146,330
304	CA	Santa Clara	City	\$183,290
305	CA	Santa Clarita	City	\$240,550
306	CA	Santa Cruz	City	\$125,770
307	CA	Santa Maria	City	\$158,930
308	CA	Santa Monica	City	\$157,730
309	CA	Santa Rosa	City	\$210,570
310	CA	Santee	City	\$118,300
311	CA	Simi Valley	City	\$166,670
312	CA	South Gate	City	\$142,040
313	CA	South San Francisco	City	\$129,470
314	CA	Stanton	City	\$76,230
315	CA	Stockton	City	\$316,310
316	CA	Sunnyvale	City	\$199,020
317	CA	Temecula	City	\$161,250
318	CA	Temple City	City	\$76,170
319	CA	Thousand Oaks	City	\$174,360
320	CA	Torrance	City	\$194,870
321	CA	Tracy	City	\$144,040
322	CA	Tulare	City	\$125,790
323	CA	Turlock	City	\$130,380
324	CA	Tustin	City	\$136,890
325	CA	Union City	City	\$128,020
326	CA	Upland	City	\$134,030
327	CA	Vacaville	City	\$151,450
328	CA	Vallejo	City	\$164,850
329	CA	Victorville	City	\$173,590



#	State/Territory	Entity Name	Level of Government	Allocation
330	CA	Visalia	City	\$182,320
331	CA	Vista	City	\$148,840
332	CA	Walnut Creek	City	\$133,700
333	CA	Watsonville	City	\$115,420
334	CA	West Covina	City	\$153,050
335	CA	West Hollywood	City	\$76,330
336	CA	West Sacramento	City	\$118,520
337	CA	Westminster	City	\$140,430
338	CA	Whittier	City	\$140,540
339	CA	Wildomar	City	\$76,180
340	CA	Woodland	City	\$120,960
341	CA	Yorba Linda	City	\$124,310
342	CA	Yuba City	City	\$127,270
343	CA	Yucaipa	City	\$113,510
344	CO	Adams	County	\$79,130
345	CO	Arapahoe	County	\$80,830
346	CO	Boulder	County	\$79,250
347	CO	Douglas	County	\$241,260
348	CO	El Paso	County	\$259,440
349	CO	Garfield	County	\$77,080
350	CO	Jefferson	County	\$269,410
351	CO	Larimer	County	\$78,670
352	CO	Mesa	County	\$77,900
353	CO	Weld	County	\$231,790
354	CO	Arvada	City	\$163,520
355	CO	Aurora	City	\$360,800
356	CO	Boulder	City	\$168,680
357	CO	Brighton	City	\$76,340
358	CO	Broomfield	City	\$131,980
359	CO	Castle Rock, Town of	City	\$126,840
360	CO	Centennial	City	\$160,860
361	CO	Colorado Springs	City	\$443,290
362	CO	Commerce City	City	\$121,660
363	CO	Denver	City	\$655,720
364	CO	Fort Collins	City	\$206,680
365	CO	Grand Junction	City	\$129,430
366	CO	Greeley	City	\$158,860
367	CO	Lakewood	City	\$194,050



#	State/Territory	Entity Name	Level of Government	Allocation
368	CO	Littleton	City	\$76,680
369	CO	Longmont	City	\$148,550
370	CO	Loveland	City	\$134,880
371	CO	Northglenn	City	\$76,220
372	CO	Parker, Town of	City	\$118,000
373	CO	Pueblo	City	\$161,870
374	CO	Thornton	City	\$174,930
375	CO	Westminster	City	\$159,970
376	CT	Bridgeport	City	\$183,780
377	CT	Bristol	City	\$119,770
378	CT	Danbury	City	\$141,240
379	CT	East Hartford, Town of	City	\$114,380
380	CT	Enfield, Town of	City	\$76,470
381	CT	Fairfield, Town of	City	\$122,250
382	CT	Glastonbury, Town of	City	\$76,210
383	CT	Greenwich, Town of	City	\$125,290
384	CT	Groton, Town of	City	\$76,460
385	CT	Hamden, Town of	City	\$119,730
386	CT	Hartford	City	\$180,030
387	CT	Manchester, Town of	City	\$119,500
388	CT	Meriden	City	\$119,600
389	CT	Middletown	City	\$76,720
390	CT	Milford, Town of	City	\$115,020
391	CT	New Britain	City	\$129,710
392	CT	New Haven	City	\$184,070
393	CT	Norwalk	City	\$144,160
394	CT	Norwich	City	\$76,370
395	CT	Shelton	City	\$76,470
396	CT	Southington, Town of	City	\$76,460
397	CT	Stamford	City	\$178,910
398	CT	Stratford, Town of	City	\$114,970
399	CT	Torrington	City	\$76,200
400	CT	Trumbull, Town of	City	\$76,260
401	CT	Wallingford, Town of	City	\$76,590
402	CT	Waterbury	City	\$159,690
403	CT	West Hartford, Town of	City	\$123,890
404	CT	West Haven	City	\$115,320
405	DE	Kent	County	\$79,060



#	State/Territory	Entity Name	Level of Government	Allocation
406	DE	New Castle	County	\$403,310
407	DE	Sussex	County	\$227,920
408	DE	Dover	City	\$76,570
409	DE	Elsmere, Town of	City	\$75,200
410	DE	Georgetown, Town of	City	\$75,300
411	DE	Middletown, Town of	City	\$75,810
412	DE	Milford	City	\$75,440
413	DE	Millsboro, Town of	City	\$75,250
414	DE	Newark	City	\$76,220
415	DE	Seaford	City	\$75,320
416	DE	Smyrna, Town of	City	\$75,420
417	DE	Wilmington	City	\$135,280
418	FL	Brevard	County	\$340,910
419	FL	Clay	County	\$231,710
420	FL	Collier	County	\$365,750
421	FL	Escambia	County	\$276,780
422	FL	Hillsborough	County	\$831,960
423	FL	Lake	County	\$322,790
424	FL	Lee	County	\$368,980
425	FL	Manatee	County	\$327,640
426	FL	Marion	County	\$299,300
427	FL	Miami-Dade	County	\$1,134,700
428	FL	Okaloosa	County	\$238,090
429	FL	Orange	County	\$807,430
430	FL	Osceola	County	\$253,060
431	FL	Palm Beach	County	\$652,450
432	FL	Pasco	County	\$484,970
433	FL	Pinellas	County	\$384,470
434	FL	Polk	County	\$481,240
435	FL	Sarasota	County	\$309,280
436	FL	Seminole	County	\$287,440
437	FL	St. Johns	County	\$275,490
438	FL	Volusia	County	\$255,830
439	FL	Altamonte Springs	City	\$76,660
440	FL	Apopka	City	\$114,500
441	FL	Aventura	City	\$76,470
442	FL	Boca Raton	City	\$166,480
443	FL	Bonita Springs	City	\$116,540



#	State/Territory	Entity Name	Level of Government	Allocation
444	FL	Boynton Beach	City	\$134,990
445	FL	Bradenton	City	\$120,510
446	FL	Cape Coral	City	\$214,130
447	FL	Clearwater	City	\$169,090
448	FL	Clermont	City	\$76,440
449	FL	Coconut Creek	City	\$116,970
450	FL	Coral Gables	City	\$77,040
451	FL	Coral Springs	City	\$172,940
452	FL	Cutler Bay, Town of	City	\$76,430
453	FL	Davie, Town of	City	\$155,750
454	FL	Daytona Beach	City	\$135,860
455	FL	Deerfield Beach	City	\$141,090
456	FL	DeLand	City	\$76,370
457	FL	Delray Beach	City	\$128,640
458	FL	Deltona	City	\$139,630
459	FL	Doral	City	\$140,950
460	FL	Dunedin	City	\$76,240
461	FL	Estero, Village of	City	\$76,270
462	FL	Fort Lauderdale	City	\$233,060
463	FL	Fort Myers	City	\$149,880
464	FL	Fort Pierce	City	\$76,720
465	FL	Gainesville	City	\$189,820
466	FL	Greenacres	City	\$76,380
467	FL	Hallandale Beach	City	\$76,390
468	FL	Hialeah	City	\$241,570
469	FL	Hollywood	City	\$191,390
470	FL	Homestead	City	\$132,180
471	FL	Jacksonville	City	\$845,350
472	FL	Jupiter, Town of	City	\$123,670
473	FL	Kissimmee	City	\$135,670
474	FL	Lake Worth Beach	City	\$76,410
475	FL	Lakeland	City	\$172,390
476	FL	Largo	City	\$140,740
477	FL	Lauderdale Lakes	City	\$76,160
478	FL	Lauderhill	City	\$126,660
479	FL	Margate	City	\$116,820
480	FL	Melbourne	City	\$146,130
481	FL	Miami	City	\$477,720



#	State/Territory	Entity Name	Level of Government	Allocation
482	FL	Miami Beach	City	\$144,110
483	FL	Miami Gardens	City	\$155,250
484	FL	Miramar	City	\$173,180
485	FL	North Lauderdale	City	\$76,390
486	FL	North Miami	City	\$118,710
487	FL	North Miami Beach	City	\$76,420
488	FL	North Port	City	\$127,390
489	FL	Oakland Park	City	\$76,520
490	FL	Ocala	City	\$132,740
491	FL	Ocoee	City	\$76,560
492	FL	Orlando	City	\$354,540
493	FL	Ormond Beach	City	\$76,530
494	FL	Oviedo	City	\$76,330
495	FL	Palm Bay	City	\$160,090
496	FL	Palm Beach Gardens	City	\$123,090
497	FL	Palm Coast	City	\$140,020
498	FL	Pembroke Pines	City	\$199,350
499	FL	Pensacola	City	\$122,770
500	FL	Pinellas Park	City	\$118,390
501	FL	Plant City	City	\$76,400
502	FL	Plantation	City	\$144,340
503	FL	Pompano Beach	City	\$164,630
504	FL	Port Orange	City	\$120,970
505	FL	Port St. Lucie	City	\$221,010
506	FL	Riviera Beach	City	\$76,320
507	FL	Royal Palm Beach, Village of	City	\$76,270
508	FL	Sanford	City	\$123,420
509	FL	Sarasota	City	\$125,110
510	FL	St. Cloud	City	\$116,940
511	FL	St. Petersburg	City	\$275,510
512	FL	Sunrise	City	\$149,460
513	FL	Tallahassee	City	\$235,360
514	FL	Tamarac	City	\$125,590
515	FL	Tampa	City	\$413,280
516	FL	Titusville	City	\$76,680
517	FL	Wellington, Village of	City	\$121,610
518	FL	West Palm Beach	City	\$174,630
519	FL	Weston	City	\$127,090



#	State/Territory	Entity Name	Level of Government	Allocation
520	FL	Winter Garden	City	\$76,560
521	FL	Winter Haven	City	\$76,800
522	FL	Winter Springs	City	\$76,200
523	GA	Cherokee	County	\$239,330
524	GA	Clayton	County	\$297,940
525	GA	Cobb	County	\$557,290
526	GA	Columbia	County	\$80,090
527	GA	DeKalb	County	\$457,680
528	GA	Forsyth	County	\$259,710
529	GA	Gwinnett	County	\$752,900
530	GA	Hall	County	\$80,290
531	GA	Henry	County	\$249,580
532	GA	Paulding	County	\$80,370
533	GA	Albany	City	\$131,480
534	GA	Alpharetta	City	\$138,600
535	GA	Athens-Clarke, Unified Government of	City	\$177,160
536	GA	Atlanta	City	\$528,330
537	GA	Augusta-Richmond, Consolidated Government of	City	\$241,400
538	GA	Brookhaven	City	\$116,800
539	GA	Columbus	City	\$236,000
540	GA	Dunwoody	City	\$116,840
541	GA	East Point	City	\$76,290
542	GA	Gainesville	City	\$76,780
543	GA	Johns Creek	City	\$136,030
544	GA	Macon	City	\$198,870
545	GA	Marietta	City	\$132,490
546	GA	Milton	City	\$76,350
547	GA	Newnan	City	\$76,470
548	GA	Peachtree City	City	\$76,390
549	GA	Peachtree Corners	City	\$76,610
550	GA	Rome	City	\$76,460
551	GA	Roswell	City	\$147,480
552	GA	Sandy Springs	City	\$166,910
553	GA	Savannah	City	\$199,050
554	GA	Smyrna	City	\$116,410
555	GA	South Fulton	City	\$152,310
556	GA	Stonecrest	City	\$117,060
557	GA	Tucker	City	\$76,430



#	State/Territory	Entity Name	Level of Government	Allocation
558	GA	Valdosta	City	\$121,120
559	GA	Warner Robins	City	\$135,070
560	GA	Woodstock	City	\$76,200
561	HI	Hawaii	County	\$228,640
562	HI	Honolulu	County	\$844,500
563	HI	Kauai	County	\$77,540
564	HI	Maui	County	\$80,750
565	IA	Cerro Gordo	County	\$76,530
566	IA	Clinton	County	\$76,610
567	IA	Dallas	County	\$77,020
568	IA	Dubuque	County	\$76,330
569	IA	Johnson	County	\$77,580
570	IA	Linn	County	\$76,710
571	IA	Marshall	County	\$76,390
572	IA	Muscatine	County	\$76,520
573	IA	Polk	County	\$79,550
574	IA	Warren	County	\$76,660
575	IA	Ames	City	\$128,040
576	IA	Ankeny	City	\$124,300
577	IA	Bettendorf	City	\$76,290
578	IA	Cedar Falls	City	\$76,450
579	IA	Cedar Rapids	City	\$185,610
580	IA	Council Bluffs	City	\$122,870
581	IA	Davenport	City	\$155,580
582	IA	Des Moines	City	\$245,640
583	IA	Dubuque	City	\$123,070
584	IA	Iowa City	City	\$136,380
585	IA	Marion	City	\$76,340
586	IA	Sioux City	City	\$140,390
587	IA	Urbandale	City	\$76,590
588	IA	Waterloo	City	\$129,180
589	IA	West Des Moines	City	\$131,740
590	ID	Ada	County	\$79,620
591	ID	Bingham	County	\$76,610
592	ID	Bonner	County	\$76,600
593	ID	Bonneville	County	\$76,930
594	ID	Canyon	County	\$77,320
595	ID	Jefferson	County	\$76,010



#	State/Territory	Entity Name	Level of Government	Allocation
596	ID	Kootenai	County	\$77,580
597	ID	Latah	County	\$76,350
598	ID	Nez Perce	County	\$76,480
599	ID	Twin Falls	County	\$76,250
600	ID	Boise City	City	\$263,780
601	ID	Caldwell	City	\$119,140
602	ID	Coeur d'Alene	City	\$117,700
603	ID	Idaho Falls	City	\$127,230
604	ID	Meridian	City	\$162,570
605	ID	Nampa	City	\$150,180
606	ID	Pocatello	City	\$118,810
607	ID	Post Falls	City	\$76,280
608	ID	Rexburg	City	\$76,280
609	ID	Twin Falls	City	\$115,570
610	IL	Cook	County	\$1,072,210
611	IL	DuPage	County	\$449,660
612	IL	Kane	County	\$286,090
613	IL	Lake	County	\$532,900
614	IL	Madison	County	\$273,700
615	IL	McHenry	County	\$269,860
616	IL	St. Clair	County	\$235,430
617	IL	Tazewell	County	\$79,520
618	IL	Will	County	\$317,610
619	IL	Winnebago	County	\$79,530
620	IL	Addison, Village of	City	\$76,300
621	IL	Arlington Heights, Village of	City	\$133,720
622	IL	Aurora	City	\$211,320
623	IL	Bartlett, Village of	City	\$76,310
624	IL	Belleville	City	\$76,500
625	IL	Berwyn	City	\$114,870
626	IL	Bloomington	City	\$138,240
627	IL	Bolingbrook, Village of	City	\$131,770
628	IL	Buffalo Grove, Village of	City	\$76,460
629	IL	Calumet City	City	\$76,180
630	IL	Carol Stream, Village of	City	\$76,420
631	IL	Carpentersville, Village of	City	\$76,200
632	IL	Champaign	City	\$144,960
633	IL	Chicago	City	\$2,207,610



#	State/Territory	Entity Name	Level of Government	Allocation
634	IL	Cicero, Town of	City	\$134,860
635	IL	Crystal Lake	City	\$76,420
636	IL	Decatur	City	\$131,690
637	IL	DeKalb	City	\$76,410
638	IL	Des Plaines	City	\$123,530
639	IL	Downers Grove, Village of	City	\$117,090
640	IL	Elgin	City	\$162,280
641	IL	Elmhurst	City	\$76,690
642	IL	Evanston	City	\$136,420
643	IL	Glenview, Village of	City	\$76,820
644	IL	Hanover Park, Village of	City	\$76,200
645	IL	Hoffman Estates, Village of	City	\$114,480
646	IL	Joliet	City	\$187,350
647	IL	Lombard, Village of	City	\$76,600
648	IL	Moline	City	\$76,520
649	IL	Mount Prospect, Village of	City	\$116,860
650	IL	Naperville	City	\$191,690
651	IL	Normal, Town of	City	\$115,180
652	IL	Northbrook, Village of	City	\$76,390
653	IL	Oak Lawn, Village of	City	\$118,340
654	IL	Oak Park, Village of	City	\$114,770
655	IL	Orland Park, Village of	City	\$119,480
656	IL	Palatine, Village of	City	\$124,440
657	IL	Park Ridge	City	\$76,360
658	IL	Peoria	City	\$166,910
659	IL	Plainfield, Village of	City	\$76,500
660	IL	Quincy	City	\$76,450
661	IL	Rock Island	City	\$76,310
662	IL	Rockford	City	\$194,270
663	IL	Romeoville, Village of	City	\$76,390
664	IL	Schaumburg, Village of	City	\$140,980
665	IL	Skokie, Village of	City	\$127,120
666	IL	Springfield	City	\$170,500
667	IL	Streamwood, Village of	City	\$76,250
668	IL	Tinley Park, Village of	City	\$115,960
669	IL	Urbana	City	\$76,520
670	IL	Waukegan	City	\$141,100
671	IL	Wheaton	City	\$115,730



#	State/Territory	Entity Name	Level of Government	Allocation
672	IL	Wheeling, Village of	City	\$76,360
673	IN	Allen	County	\$79,000
674	IN	Elkhart	County	\$80,390
675	IN	Hancock	County	\$77,620
676	IN	Hendricks	County	\$80,860
677	IN	Johnson	County	\$78,180
678	IN	Kosciusko	County	\$77,790
679	IN	Lake	County	\$307,890
680	IN	LaPorte	County	\$78,820
681	IN	Porter	County	\$79,580
682	IN	St. Joseph	County	\$78,920
683	IN	Anderson	City	\$117,520
684	IN	Bloomington	City	\$141,730
685	IN	Carmel	City	\$153,650
686	IN	Columbus	City	\$117,430
687	IN	Elkhart	City	\$121,080
688	IN	Evansville	City	\$172,120
689	IN	Fishers	City	\$146,540
690	IN	Fort Wayne	City	\$281,950
691	IN	Gary	City	\$129,280
692	IN	Greenwood	City	\$122,730
693	IN	Hammond	City	\$133,260
694	IN	Indianapolis	City	\$787,040
695	IN	Jeffersonville	City	\$76,770
696	IN	Kokomo	City	\$122,580
697	IN	Lafayette	City	\$134,590
698	IN	Lawrence	City	\$76,690
699	IN	Merrillville, Town of	City	\$76,300
700	IN	Mishawaka	City	\$115,070
701	IN	Muncie	City	\$127,260
702	IN	New Albany	City	\$76,360
703	IN	Noblesville	City	\$125,610
704	IN	Portage	City	\$76,280
705	IN	Richmond	City	\$76,330
706	IN	South Bend	City	\$157,480
707	IN	Terre Haute	City	\$123,690
708	IN	West Lafayette	City	\$76,750
709	IN	Westfield	City	\$76,500



#	State/Territory	Entity Name	Level of Government	Allocation
710	KS	Butler	County	\$77,230
711	KS	Cowley	County	\$76,200
712	KS	Crawford	County	\$76,360
713	KS	Finney	County	\$76,320
714	KS	Ford	County	\$76,190
715	KS	Geary	County	\$76,320
716	KS	Johnson	County	\$80,080
717	KS	Leavenworth	County	\$76,440
718	KS	Sedgwick	County	\$79,350
719	KS	Shawnee	County	\$76,710
720	KS	Hutchinson	City	\$76,430
721	KS	Kansas City	City	\$197,600
722	KS	Lawrence	City	\$147,530
723	KS	Leavenworth	City	\$76,340
724	KS	Lenexa	City	\$123,700
725	KS	Manhattan	City	\$117,730
726	KS	Olathe	City	\$180,830
727	KS	Overland Park	City	\$231,030
728	KS	Salina	City	\$76,650
729	KS	Shawnee	City	\$122,950
730	KS	Topeka	City	\$176,910
731	KS	Wichita	City	\$381,670
732	KY	Boone	County	\$78,710
733	KY	Bullitt	County	\$77,720
734	KY	Campbell	County	\$78,090
735	KY	Hardin	County	\$77,630
736	KY	Kenton	County	\$79,220
737	KY	Laurel	County	\$77,190
738	KY	McCracken	County	\$77,450
739	KY	Oldham	County	\$77,210
740	KY	Pulaski	County	\$77,280
741	KY	Warren	County	\$76,960
742	KY	Bowling Green	City	\$135,720
743	KY	Covington	City	\$76,440
744	KY	Elizabeth, Town of	City	\$76,250
745	KY	Florence	City	\$76,230
746	KY	Georgetown	City	\$76,340
747	KY	Hopkinsville	City	\$76,180



#	State/Territory	Entity Name	Level of Government	Allocation
748	KY	Lexington-Fayette, Urban County Government of	City	\$329,300
749	KY	Louisville/Jefferson, Metropolitan Government of	City	\$690,810
750	KY	Owensboro	City	\$123,460
751	KY	Richmond	City	\$76,280
752	LA	Ascension	County	\$79,260
753	LA	Calcasieu	County	\$79,460
754	LA	Jefferson	County	\$359,040
755	LA	Lafourche	County	\$78,330
756	LA	Livingston	County	\$79,590
757	LA	Ouachita	County	\$78,700
758	LA	Rapides	County	\$77,830
759	LA	St. Landry	County	\$77,820
760	LA	St. Tammany	County	\$271,950
761	LA	Tangipahoa	County	\$79,540
762	LA	Alexandria	City	\$76,750
763	LA	Baton Rouge	City	\$432,850
764	LA	Bossier City	City	\$126,320
765	LA	Houma	City	\$76,230
766	LA	Kenner	City	\$124,990
767	LA	Lafayette	City	\$266,390
768	LA	Lake Charles	City	\$142,110
769	LA	Monroe	City	\$76,890
770	LA	New Orleans	City	\$381,470
771	LA	Shreveport	City	\$224,220
772	MA	Barnstable	County	\$81,070
773	MA	Amherst, Town of	City	\$76,440
774	MA	Andover, Town of	City	\$76,430
775	MA	Arlington, Town of	City	\$76,470
776	MA	Attleboro	City	\$76,560
777	MA	Barnstable, Town of	City	\$76,690
778	MA	Beverly	City	\$76,510
779	MA	Billerica, Town of	City	\$76,490
780	MA	Boston	City	\$659,990
781	MA	Braintree, Town of	City	\$76,390
782	MA	Brockton	City	\$151,670
783	MA	Brookline, Town of	City	\$120,650
784	MA	Cambridge	City	\$182,140



#	State/Territory	Entity Name	Level of Government	Allocation
785	MA	Chelmsford, Town of	City	\$76,320
786	MA	Chelsea	City	\$76,360
787	MA	Chicopee	City	\$116,600
788	MA	Everett	City	\$76,560
789	MA	Fall River	City	\$145,730
790	MA	Fitchburg	City	\$76,400
791	MA	Framingham	City	\$132,170
792	MA	Haverhill	City	\$123,100
793	MA	Holyoke	City	\$76,420
794	MA	Lawrence	City	\$139,690
795	MA	Leominster	City	\$76,490
796	MA	Lowell	City	\$159,570
797	MA	Lynn	City	\$145,930
798	MA	Malden	City	\$120,570
799	MA	Marlborough	City	\$76,570
800	MA	Medford	City	\$117,420
801	MA	Methuen, Town of	City	\$112,740
802	MA	Natick, Town of	City	\$76,340
803	MA	New Bedford	City	\$148,890
804	MA	Newton	City	\$145,080
805	MA	Peabody	City	\$115,700
806	MA	Pittsfield	City	\$76,570
807	MA	Plymouth, Town of	City	\$121,930
808	MA	Quincy	City	\$149,380
809	MA	Revere	City	\$116,740
810	MA	Salem	City	\$76,490
811	MA	Shrewsbury, Town of	City	\$76,290
812	MA	Somerville	City	\$131,920
813	MA	Springfield	City	\$197,920
814	MA	Taunton	City	\$119,000
815	MA	Waltham	City	\$129,590
816	MA	Watertown	City	\$76,220
817	MA	Westfield	City	\$76,430
818	MA	Weymouth, Town of	City	\$117,020
819	MA	Woburn	City	\$76,570
820	MA	Worcester	City	\$232,230
821	MD	Anne Arundel	County	\$488,150
822	MD	Baltimore	County	\$712,040



#	State/Territory	Entity Name	Level of Government	Allocation
823	MD	Carroll	County	\$80,670
824	MD	Charles	County	\$80,380
825	MD	Frederick	County	\$81,250
826	MD	Harford	County	\$266,890
827	MD	Howard	County	\$326,870
828	MD	Montgomery	County	\$764,010
829	MD	Prince George's	County	\$681,220
830	MD	St. Mary's	County	\$78,910
831	MD	Annapolis	City	\$76,480
832	MD	Baltimore	City	\$549,550
833	MD	Bowie	City	\$117,040
834	MD	College Park	City	\$76,350
835	MD	Frederick	City	\$137,000
836	MD	Gaithersburg	City	\$130,110
837	MD	Hagerstown	City	\$76,550
838	MD	Laurel	City	\$76,020
839	MD	Rockville	City	\$134,050
840	MD	Salisbury	City	\$76,290
841	ME	Androscoggin	County	\$76,570
842	ME	Aroostook	County	\$77,330
843	ME	Cumberland	County	\$79,760
844	ME	Hancock	County	\$76,920
845	ME	Kennebec	County	\$79,330
846	ME	Knox	County	\$76,420
847	ME	Oxford	County	\$76,950
848	ME	Penobscot	County	\$79,010
849	ME	Somerset	County	\$76,720
850	ME	York	County	\$80,520
851	ME	Auburn	City	\$75,880
852	ME	Bangor	City	\$76,320
853	ME	Biddeford	City	\$75,790
854	ME	Brunswick, Town of	City	\$75,800
855	ME	Lewiston	City	\$76,350
856	ME	Portland	City	\$133,250
857	ME	Sanford	City	\$75,730
858	ME	Scarborough, Town of	City	\$75,810
859	ME	South Portland	City	\$75,990
860	ME	Westbrook	City	\$75,730



#	State/Territory	Entity Name	Level of Government	Allocation
861	MI	Genesee	County	\$283,080
862	MI	Jackson	County	\$80,490
863	MI	Kent	County	\$326,600
864	MI	Livingston	County	\$81,390
865	MI	Macomb	County	\$81,190
866	MI	Monroe	County	\$80,090
867	MI	Oakland	County	\$434,190
868	MI	Ottawa	County	\$229,720
869	MI	St. Clair	County	\$80,370
870	MI	Wayne	County	\$487,490
871	MI	Ann Arbor	City	\$182,360
872	MI	Battle Creek	City	\$118,280
873	MI	Bloomfield, Charter Township of	City	\$76,510
874	MI	Canton, Charter Township of	City	\$145,160
875	MI	Chesterfield, Township of	City	\$76,500
876	MI	Clinton, Charter Township of	City	\$149,860
877	MI	Commerce, Charter Township of	City	\$76,430
878	MI	Dearborn	City	\$166,370
879	MI	Dearborn Heights	City	\$118,960
880	MI	Detroit	City	\$582,030
881	MI	East Lansing	City	\$76,850
882	MI	Farmington Hills	City	\$140,530
883	MI	Flint	City	\$144,050
884	MI	Georgetown, Charter Township of	City	\$112,810
885	MI	Grand Blanc, Charter Township of	City	\$76,340
886	MI	Grand Rapids	City	\$235,280
887	MI	Holland, Charter Township of	City	\$76,380
888	MI	Independence, Charter Township of	City	\$76,200
889	MI	Kalamazoo	City	\$135,750
890	MI	Kentwood	City	\$118,670
891	MI	Lansing	City	\$168,150
892	MI	Lincoln Park	City	\$76,260
893	MI	Livonia	City	\$155,220
894	MI	Macomb, Township of	City	\$138,090
895	MI	Meridian, Charter Township of	City	\$76,480
896	MI	Midland	City	\$76,620
897	MI	Muskegon	City	\$76,450
898	MI	Novi	City	\$126,900



#	State/Territory	Entity Name	Level of Government	Allocation
899	MI	Orion, Charter Township of	City	\$76,300
900	MI	Pittsfield, Charter Township of	City	\$76,400
901	MI	Pontiac	City	\$123,740
902	MI	Portage	City	\$76,800
903	MI	Redford, Charter Township of	City	\$76,600
904	MI	Rochester Hills	City	\$131,400
905	MI	Roseville	City	\$76,600
906	MI	Royal Oak	City	\$119,370
907	MI	Saginaw	City	\$76,670
908	MI	Saginaw, Charter Township of	City	\$76,420
909	MI	Shelby, Charter Township of	City	\$133,950
910	MI	Southfield	City	\$142,010
911	MI	St. Clair Shores	City	\$117,070
912	MI	Sterling Heights	City	\$176,580
913	MI	Taylor	City	\$122,780
914	MI	Troy	City	\$153,850
915	MI	Warren	City	\$187,140
916	MI	Waterford, Charter Township of	City	\$126,150
917	MI	West Bloomfield, Charter Township of	City	\$122,750
918	MI	Westland	City	\$135,220
919	MI	Wyoming	City	\$133,940
920	MI	Ypsilanti, Charter Township of	City	\$113,970
921	MN	Anoka	County	\$240,860
922	MN	Carver	County	\$78,560
923	MN	Dakota	County	\$79,810
924	MN	Hennepin	County	\$282,750
925	MN	Ramsey	County	\$80,780
926	MN	Scott	County	\$78,460
927	MN	St. Louis	County	\$78,900
928	MN	Stearns	County	\$78,580
929	MN	Washington	County	\$80,160
930	MN	Wright	County	\$79,610
931	MN	Apple Valley	City	\$114,820
932	MN	Blaine	City	\$126,550
933	MN	Bloomington	City	\$150,730
934	MN	Brooklyn Park	City	\$137,300
935	MN	Burnsville	City	\$123,700
936	MN	Coon Rapids	City	\$121,480



#	State/Territory	Entity Name	Level of Government	Allocation
937	MN	Cottage Grove	City	\$76,230
938	MN	Duluth	City	\$144,340
939	MN	Eagan	City	\$130,890
940	MN	Eden Prairie	City	\$128,580
941	MN	Edina	City	\$119,340
942	MN	Inver Grove Heights	City	\$76,160
943	MN	Lakeville	City	\$123,680
944	MN	Mankato	City	\$76,630
945	MN	Maple Grove	City	\$128,850
946	MN	Maplewood	City	\$76,530
947	MN	Minneapolis	City	\$424,330
948	MN	Minnetonka	City	\$119,890
949	MN	Moorhead	City	\$76,470
950	MN	Plymouth	City	\$139,830
951	MN	Richfield	City	\$76,260
952	MN	Rochester	City	\$172,870
953	MN	Roseville	City	\$76,370
954	MN	Shakopee	City	\$76,550
955	MN	St. Cloud	City	\$131,730
956	MN	St. Louis Park	City	\$114,140
957	MN	St. Paul	City	\$317,800
958	MN	Woodbury	City	\$129,800
959	MO	Cass	County	\$78,410
960	MO	Christian	County	\$77,850
961	MO	Clay	County	\$78,540
962	MO	Franklin	County	\$78,530
963	MO	Greene	County	\$79,080
964	MO	Jackson	County	\$79,620
965	MO	Jasper	County	\$77,570
966	MO	Jefferson	County	\$235,510
967	MO	St. Charles	County	\$79,500
968	MO	St. Louis	County	\$735,340
969	MO	Blue Springs	City	\$117,010
970	MO	Cape Girardeau	City	\$76,480
971	MO	Chesterfield	City	\$76,990
972	MO	Columbia	City	\$176,550
973	MO	Florissant	City	\$112,080
974	MO	Independence	City	\$163,880



#	State/Territory	Entity Name	Level of Government	Allocation
975	MO	Jefferson City	City	\$76,770
976	MO	Joplin	City	\$119,050
977	MO	Kansas City	City	\$477,390
978	MO	Lee's Summit	City	\$150,390
979	MO	O'Fallon	City	\$142,430
980	MO	Springfield	City	\$220,930
981	MO	St. Charles	City	\$129,280
982	MO	St. Joseph	City	\$133,950
983	MO	St. Louis	City	\$330,620
984	MO	St. Peters	City	\$118,770
985	MO	University City	City	\$76,120
986	MO	Wentzville	City	\$76,500
987	MO	Wildwood	City	\$76,120
988	MS	DeSoto	County	\$77,890
989	MS	Harrison	County	\$77,830
990	MS	Jackson	County	\$79,900
991	MS	Jones	County	\$77,380
992	MS	Lafayette	County	\$76,940
993	MS	Lamar	County	\$76,910
994	MS	Lowndes	County	\$77,090
995	MS	Madison	County	\$78,810
996	MS	Pearl River	County	\$76,860
997	MS	Rankin	County	\$80,400
998	MS	Biloxi	City	\$76,850
999	MS	Clinton	City	\$75,910
1000	MS	Greenville	City	\$76,050
1001	MS	Gulfport	City	\$133,890
1002	MS	Hattiesburg	City	\$76,920
1003	MS	Jackson	City	\$201,980
1004	MS	Meridian	City	\$76,380
1005	MS	Olive Branch	City	\$76,380
1006	MS	Southaven	City	\$116,540
1007	MS	Tupelo	City	\$76,530
1008	MT	Cascade	County	\$75,790
1009	MT	Flathead	County	\$77,670
1010	MT	Gallatin	County	\$76,860
1011	MT	Lake	County	\$76,060
1012	MT	Lewis and Clark	County	\$76,220



#	State/Territory	Entity Name	Level of Government	Allocation
1013	MT	Lincoln	County	\$75,680
1014	MT	Missoula	County	\$76,470
1015	MT	Park	County	\$75,580
1016	MT	Ravalli	County	\$76,490
1017	MT	Yellowstone	County	\$76,600
1018	MT	Anaconda-Deer Lodge	City	\$75,330
1019	MT	Belgrade	City	\$75,330
1020	MT	Billings	City	\$165,490
1021	MT	Bozeman	City	\$116,320
1022	MT	Butte-Silver Bow	City	\$76,200
1023	MT	Great Falls	City	\$121,420
1024	MT	Havre	City	\$75,330
1025	MT	Helena	City	\$76,250
1026	MT	Kalispell	City	\$75,940
1027	MT	Missoula	City	\$134,040
1028	NC	Brunswick	County	\$79,640
1029	NC	Buncombe	County	\$80,700
1030	NC	Davidson	County	\$80,360
1031	NC	Gaston	County	\$79,790
1032	NC	Iredell	County	\$79,640
1033	NC	Johnston	County	\$229,210
1034	NC	Mecklenburg	County	\$81,120
1035	NC	Randolph	County	\$79,870
1036	NC	Union	County	\$81,610
1037	NC	Wake	County	\$329,670
1038	NC	Apex, Town of	City	\$117,810
1039	NC	Asheville	City	\$158,820
1040	NC	Burlington	City	\$120,610
1041	NC	Cary, Town of	City	\$210,400
1042	NC	Chapel Hill, Town of	City	\$129,010
1043	NC	Charlotte	City	\$777,930
1044	NC	Concord	City	\$153,940
1045	NC	Durham	City	\$297,140
1046	NC	Fayetteville	City	\$245,040
1047	NC	Gastonia	City	\$137,620
1048	NC	Greensboro	City	\$314,150
1049	NC	Greenville	City	\$146,850
1050	NC	Hickory	City	\$76,750



#	State/Territory	Entity Name	Level of Government	Allocation
1051	NC	High Point	City	\$165,110
1052	NC	Holly Springs, Town of	City	\$76,320
1053	NC	Huntersville, Town of	City	\$120,070
1054	NC	Indian Trail, Town of	City	\$76,350
1055	NC	Jacksonville	City	\$139,090
1056	NC	Kannapolis	City	\$113,050
1057	NC	Mooresville, Town of	City	\$113,610
1058	NC	Raleigh	City	\$450,390
1059	NC	Rocky Mount	City	\$118,650
1060	NC	Salisbury	City	\$76,370
1061	NC	Wake Forest, Town of	City	\$76,560
1062	NC	Wilmington	City	\$172,690
1063	NC	Wilson	City	\$76,800
1064	NC	Winston-Salem	City	\$274,010
1065	ND	Barnes	County	\$75,370
1066	ND	Burleigh	County	\$75,770
1067	ND	Cass	County	\$75,660
1068	ND	Grand Forks	County	\$75,480
1069	ND	McKenzie	County	\$75,530
1070	ND	Ramsey	County	\$75,400
1071	ND	Rolette	County	\$75,450
1072	ND	Walsh	County	\$75,370
1073	ND	Ward	County	\$75,750
1074	ND	Williams	County	\$75,420
1075	ND	Bismarck	City	\$133,550
1076	ND	Dickinson	City	\$75,870
1077	ND	Fargo	City	\$176,940
1078	ND	Grand Forks	City	\$120,420
1079	ND	Jamestown	City	\$75,550
1080	ND	Mandan	City	\$75,790
1081	ND	Minot	City	\$76,670
1082	ND	Wahpeton	City	\$75,290
1083	ND	West Fargo	City	\$76,250
1084	ND	Williston	City	\$76,010
1085	NE	Cass	County	\$75,850
1086	NE	Dakota	County	\$75,750
1087	NE	Dawson	County	\$75,830
1088	NE	Douglas	County	\$78,070



#	State/Territory	Entity Name	Level of Government	Allocation
1089	NE	Gage	County	\$75,740
1090	NE	Lancaster	County	\$76,020
1091	NE	Lincoln	County	\$76,220
1092	NE	Sarpy	County	\$78,430
1093	NE	Saunders	County	\$75,720
1094	NE	Scotts Bluff	County	\$76,260
1095	NE	Bellevue	City	\$120,630
1096	NE	Columbus	City	\$75,850
1097	NE	Fremont	City	\$75,940
1098	NE	Grand Island	City	\$116,440
1099	NE	Hastings	City	\$75,880
1100	NE	Kearney	City	\$76,190
1101	NE	Lincoln	City	\$300,090
1102	NE	Norfolk	City	\$75,890
1103	NE	Omaha	City	\$461,600
1104	NE	Papillion	City	\$75,830
1105	NH	Belknap	County	\$77,160
1106	NH	Carroll	County	\$76,710
1107	NH	Cheshire	County	\$77,630
1108	NH	Coos	County	\$76,080
1109	NH	Grafton	County	\$78,280
1110	NH	Hillsborough	County	\$80,440
1111	NH	Merrimack	County	\$78,630
1112	NH	Rockingham	County	\$244,460
1113	NH	Strafford	County	\$77,200
1114	NH	Sullivan	County	\$76,450
1115	NH	Concord	City	\$76,720
1116	NH	Derry, Town of	City	\$76,090
1117	NH	Dover	City	\$76,150
1118	NH	Hudson, Town of	City	\$75,840
1119	NH	Londonderry, Town of	City	\$75,920
1120	NH	Manchester	City	\$163,660
1121	NH	Merrimack, Town of	City	\$75,970
1122	NH	Nashua	City	\$144,610
1123	NH	Rochester	City	\$76,080
1124	NH	Salem, Town of	City	\$76,090
1125	NJ	Bergen	County	\$695,630
1126	NJ	Burlington	County	\$349,100



#	State/Territory	Entity Name	Level of Government	Allocation
1127	NJ	Camden	County	\$244,430
1128	NJ	Essex	County	\$257,630
1129	NJ	Gloucester	County	\$234,830
1130	NJ	Monmouth	County	\$380,600
1131	NJ	Morris	County	\$422,170
1132	NJ	Ocean	County	\$81,110
1133	NJ	Somerset	County	\$81,640
1134	NJ	Union	County	\$285,940
1135	NJ	Atlantic City	City	\$76,540
1136	NJ	Bayonne	City	\$124,910
1137	NJ	Belleville, Township of	City	\$76,210
1138	NJ	Berkeley, Township of	City	\$76,410
1139	NJ	Bloomfield, Township of	City	\$112,160
1140	NJ	Brick, Township of	City	\$128,690
1141	NJ	Bridgewater, Township of	City	\$76,720
1142	NJ	Camden	City	\$131,910
1143	NJ	Cherry Hill, Township of	City	\$134,260
1144	NJ	Clifton	City	\$140,650
1145	NJ	East Brunswick, Township of	City	\$76,710
1146	NJ	East Orange	City	\$123,800
1147	NJ	Edison, Township of	City	\$159,920
1148	NJ	Egg Harbor, Township of	City	\$76,600
1149	NJ	Elizabeth	City	\$177,390
1150	NJ	Evesham, Township of	City	\$76,580
1151	NJ	Ewing, Township of	City	\$76,350
1152	NJ	Fort Lee, Borough of	City	\$76,320
1153	NJ	Franklin, Township of	City	\$126,920
1154	NJ	Freehold, Township of	City	\$76,270
1155	NJ	Galloway, Township of	City	\$76,250
1156	NJ	Gloucester, Township of	City	\$121,580
1157	NJ	Hackensack	City	\$76,730
1158	NJ	Hamilton, Township of	City	\$142,770
1159	NJ	Hillsborough, Township of	City	\$76,380
1160	NJ	Hoboken	City	\$118,080
1161	NJ	Howell, Township of	City	\$113,320
1162	NJ	Irvington, Township of	City	\$116,760
1163	NJ	Jackson, Township of	City	\$115,540
1164	NJ	Jersey City	City	\$291,330



#	State/Territory	Entity Name	Level of Government	Allocation
1165	NJ	Kearny, Town of	City	\$76,420
1166	NJ	Lakewood, Township of	City	\$173,640
1167	NJ	Linden	City	\$76,500
1168	NJ	Manalapan, Township of	City	\$76,330
1169	NJ	Manchester, Township of	City	\$76,500
1170	NJ	Marlboro, Township of	City	\$76,350
1171	NJ	Middletown, Township of	City	\$123,080
1172	NJ	Monroe, Township of (Gloucester County)	City	\$76,180
1173	NJ	Monroe, Township of (Middlesex County)	City	\$76,590
1174	NJ	Montclair, Township of	City	\$76,400
1175	NJ	Mount Laurel, Township of	City	\$76,680
1176	NJ	New Brunswick, Township of	City	\$121,880
1177	NJ	Newark	City	\$317,540
1178	NJ	North Bergen, Township of	City	\$120,810
1179	NJ	North Brunswick, Township of	City	\$76,450
1180	NJ	Old Bridge, Township of	City	\$121,610
1181	NJ	Parsippany-Troy Hills, Township of	City	\$122,450
1182	NJ	Passaic	City	\$126,930
1183	NJ	Paterson	City	\$190,900
1184	NJ	Pennsauken, Township of	City	\$76,290
1185	NJ	Perth Amboy	City	\$114,270
1186	NJ	Piscataway, Township of	City	\$122,360
1187	NJ	Plainfield	City	\$112,690
1188	NJ	Sayreville, Borough of	City	\$76,430
1189	NJ	South Brunswick, Township of	City	\$76,670
1190	NJ	Teaneck, Township of	City	\$76,380
1191	NJ	Toms River, Township of	City	\$147,200
1192	NJ	Trenton	City	\$145,700
1193	NJ	Union City	City	\$123,130
1194	NJ	Union, Township of	City	\$120,360
1195	NJ	Vineland	City	\$122,730
1196	NJ	Washington, Township of	City	\$76,620
1197	NJ	Wayne, Township of	City	\$118,460
1198	NJ	West New York, Town of	City	\$111,500
1199	NJ	West Orange, Township of	City	\$76,600
1200	NJ	Winslow, Township of	City	\$76,270
1201	NJ	Woodbridge, Township of	City	\$153,300
1202	NM	Bernalillo	County	\$78,950



#	State/Territory	Entity Name	Level of Government	Allocation
1203	NM	Dona Ana	County	\$78,650
1204	NM	McKinley	County	\$77,520
1205	NM	Otero	County	\$76,280
1206	NM	Rio Arriba	County	\$76,350
1207	NM	San Juan	County	\$77,580
1208	NM	Sandoval	County	\$76,540
1209	NM	Santa Fe	County	\$77,200
1210	NM	Taos	County	\$76,180
1211	NM	Valencia	County	\$77,550
1212	NM	Alamogordo	City	\$76,060
1213	NM	Albuquerque	City	\$512,750
1214	NM	Carlsbad	City	\$76,110
1215	NM	Clovis	City	\$76,310
1216	NM	Farmington	City	\$76,680
1217	NM	Hobbs	City	\$76,410
1218	NM	Las Cruces	City	\$160,190
1219	NM	Rio Rancho	City	\$149,420
1220	NM	Roswell	City	\$76,680
1221	NM	Santa Fe	City	\$144,530
1222	NV	Churchill	County	\$75,870
1223	NV	Clark	County	\$844,640
1224	NV	Douglas	County	\$76,700
1225	NV	Elko	County	\$76,100
1226	NV	Humboldt	County	\$75,600
1227	NV	Lyon	County	\$76,190
1228	NV	Nye	County	\$76,720
1229	NV	Pershing	County	\$75,230
1230	NV	Washoe	County	\$78,680
1231	NV	White Pine	County	\$75,330
1232	NV	Boulder	City	\$75,520
1233	NV	Carson City	City	\$120,450
1234	NV	Elko	City	\$75,750
1235	NV	Fernley	City	\$75,730
1236	NV	Henderson	City	\$307,600
1237	NV	Las Vegas	City	\$583,470
1238	NV	Mesquite	City	\$75,720
1239	NV	North Las Vegas	City	\$262,780
1240	NV	Reno	City	\$280,500



#	State/Territory	Entity Name	Level of Government	Allocation
1241	NV	Sparks	City	\$155,620
1242	NY	Dutchess	County	\$259,770
1243	NY	Erie	County	\$248,410
1244	NY	Monroe	County	\$81,200
1245	NY	Niagara	County	\$80,400
1246	NY	Oneida	County	\$80,830
1247	NY	Onondaga	County	\$278,080
1248	NY	Orange	County	\$372,460
1249	NY	Saratoga	County	\$81,630
1250	NY	Ulster	County	\$81,150
1251	NY	Westchester	County	\$282,250
1252	NY	Albany	City	\$164,050
1253	NY	Amherst, Town of	City	\$179,240
1254	NY	Babylon, Town of	City	\$235,330
1255	NY	Bethlehem, Town of	City	\$76,160
1256	NY	Binghamton	City	\$76,690
1257	NY	Brighton, Town of	City	\$76,350
1258	NY	Brookhaven, Town of	City	\$429,790
1259	NY	Buffalo	City	\$293,740
1260	NY	Cheektowaga, Town of	City	\$143,440
1261	NY	Clarkstown, Town of	City	\$140,500
1262	NY	Clay, Town of	City	\$118,800
1263	NY	Clifton Park, Town of	City	\$76,290
1264	NY	Colonie, Town of	City	\$146,350
1265	NY	Cortlandt, Town of	City	\$76,420
1266	NY	Greece, Town of	City	\$144,840
1267	NY	Greenburgh, Town of	City	\$149,090
1268	NY	Guilderland, Town of	City	\$76,220
1269	NY	Hamburg, Town of	City	\$118,990
1270	NY	Haverstraw, Town of	City	\$76,230
1271	NY	Hempstead, Town of	City	\$649,790
1272	NY	Henrietta, Town of	City	\$76,850
1273	NY	Huntington, Town of	City	\$233,490
1274	NY	Irondequoit, Town of	City	\$111,250
1275	NY	Islip, Town of	City	\$328,290
1276	NY	Lancaster, Town of	City	\$76,520
1277	NY	Long Beach	City	\$76,100
1278	NY	Mount Pleasant, Town of	City	\$76,680



#	State/Territory	Entity Name	Level of Government	Allocation
1279	NY	Mount Vernon	City	\$126,920
1280	NY	New Rochelle	City	\$133,340
1281	NY	New York	City	\$6,875,730
1282	NY	Niagara Falls	City	\$76,720
1283	NY	North Hempstead, Town of	City	\$263,550
1284	NY	Orangetown, Town of	City	\$76,720
1285	NY	Ossining, Town of	City	\$76,300
1286	NY	Oyster Bay, Town of	City	\$304,060
1287	NY	Penfield, Town of	City	\$76,310
1288	NY	Perinton, Town of	City	\$76,620
1289	NY	Poughkeepsie, Town of	City	\$76,620
1290	NY	Ramapo, Town of	City	\$184,790
1291	NY	Riverhead, Town of	City	\$76,280
1292	NY	Rochester	City	\$248,150
1293	NY	Rye, Town of	City	\$76,660
1294	NY	Schenectady	City	\$126,660
1295	NY	Smithtown, Town of	City	\$163,460
1296	NY	Southampton, Town of	City	\$126,880
1297	NY	Syracuse	City	\$195,980
1298	NY	Tonawanda, Town of	City	\$128,620
1299	NY	Troy	City	\$114,100
1300	NY	Union, Town of	City	\$117,440
1301	NY	Utica	City	\$125,390
1302	NY	Webster, Town of	City	\$76,520
1303	NY	West Seneca, Town of	City	\$76,510
1304	NY	White Plains	City	\$126,510
1305	NY	Yonkers	City	\$227,490
1306	NY	Yorktown, Town of	City	\$76,250
1307	OH	Butler	County	\$248,500
1308	OH	Clermont	County	\$225,940
1309	OH	Cuyahoga	County	\$557,250
1310	OH	Franklin	County	\$81,940
1311	OH	Hamilton	County	\$473,280
1312	OH	Lake	County	\$81,130
1313	OH	Montgomery	County	\$305,670
1314	OH	Stark	County	\$302,340
1315	OH	Summit	County	\$304,340
1316	OH	Warren	County	\$253,250



#	State/Territory	Entity Name	Level of Government	Allocation
1317	OH	Akron	City	\$225,370
1318	OH	Beavercreek	City	\$76,640
1319	OH	Brunswick	City	\$76,140
1320	OH	Canton	City	\$131,670
1321	OH	Cincinnati	City	\$334,440
1322	OH	Cleveland	City	\$386,700
1323	OH	Cleveland Heights	City	\$76,450
1324	OH	Columbus	City	\$778,900
1325	OH	Cuyahoga Falls	City	\$112,560
1326	OH	Dayton	City	\$187,930
1327	OH	Delaware	City	\$76,410
1328	OH	Dublin	City	\$76,910
1329	OH	Elyria	City	\$115,220
1330	OH	Euclid	City	\$76,640
1331	OH	Fairfield	City	\$76,610
1332	OH	Findlay	City	\$76,520
1333	OH	Gahanna	City	\$76,250
1334	OH	Grove City	City	\$76,460
1335	OH	Hamilton	City	\$122,250
1336	OH	Hilliard	City	\$76,280
1337	OH	Huber Heights	City	\$76,400
1338	OH	Kettering	City	\$119,280
1339	OH	Lakewood	City	\$110,300
1340	OH	Lancaster	City	\$76,420
1341	OH	Lima	City	\$76,310
1342	OH	Lorain	City	\$122,270
1343	OH	Mansfield	City	\$76,760
1344	OH	Marion	City	\$76,250
1345	OH	Mentor	City	\$76,760
1346	OH	Middletown	City	\$113,080
1347	OH	Newark	City	\$76,750
1348	OH	North Ridgeville	City	\$76,130
1349	OH	Parma	City	\$132,830
1350	OH	Reynoldsburg	City	\$76,300
1351	OH	Springfield	City	\$121,530
1352	OH	Strongsville	City	\$76,610
1353	OH	Toledo	City	\$285,750
1354	OH	Upper Arlington	City	\$76,220



#	State/Territory	Entity Name	Level of Government	Allocation
1355	OH	Warren	City	\$76,400
1356	OH	Westerville	City	\$76,500
1357	OH	Youngstown	City	\$124,150
1358	OK	Canadian	County	\$77,220
1359	OK	Creek	County	\$77,390
1360	OK	Grady	County	\$76,830
1361	OK	Le Flore	County	\$76,660
1362	OK	Logan	County	\$76,590
1363	OK	Oklahoma	County	\$79,740
1364	OK	Pottawatomie	County	\$77,470
1365	OK	Rogers	County	\$78,010
1366	OK	Tulsa	County	\$79,610
1367	OK	Wagoner	County	\$76,900
1368	OK	Bartlesville	City	\$76,320
1369	OK	Broken Arrow	City	\$156,940
1370	OK	Edmond	City	\$146,020
1371	OK	Enid	City	\$114,420
1372	OK	Lawton	City	\$146,710
1373	OK	Midwest City	City	\$117,820
1374	OK	Moore	City	\$119,560
1375	OK	Muskogee	City	\$76,370
1376	OK	Norman	City	\$171,050
1377	OK	Oklahoma City	City	\$612,250
1378	OK	Owasso	City	\$76,270
1379	OK	Stillwater	City	\$76,760
1380	OK	Tulsa	City	\$408,420
1381	OR	Clackamas	County	\$329,650
1382	OR	Deschutes	County	\$78,310
1383	OR	Douglas	County	\$78,850
1384	OR	Jackson	County	\$79,600
1385	OR	Lane	County	\$79,830
1386	OR	Linn	County	\$77,780
1387	OR	Marion	County	\$80,470
1388	OR	Umatilla	County	\$77,740
1389	OR	Washington	County	\$324,390
1390	OR	Yamhill	County	\$78,660
1391	OR	Albany	City	\$117,460
1392	OR	Beaverton	City	\$152,000



#	State/Territory	Entity Name	Level of Government	Allocation
1393	OR	Bend	City	\$152,740
1394	OR	Corvallis	City	\$122,590
1395	OR	Eugene	City	\$212,520
1396	OR	Grants Pass	City	\$76,430
1397	OR	Gresham	City	\$158,600
1398	OR	Hillsboro	City	\$163,840
1399	OR	Keizer	City	\$76,270
1400	OR	Lake Oswego	City	\$76,440
1401	OR	Medford	City	\$143,430
1402	OR	Oregon City	City	\$76,260
1403	OR	Portland	City	\$602,650
1404	OR	Salem	City	\$214,750
1405	OR	Springfield	City	\$123,250
1406	OR	Tigard	City	\$118,610
1407	PA	Allegheny	County	\$751,200
1408	PA	Berks	County	\$324,850
1409	PA	Bucks	County	\$404,580
1410	PA	Chester	County	\$479,860
1411	PA	Cumberland	County	\$274,270
1412	PA	Delaware	County	\$406,930
1413	PA	Lancaster	County	\$411,780
1414	PA	Lehigh	County	\$252,780
1415	PA	Luzerne	County	\$287,780
1416	PA	Montgomery	County	\$594,260
1417	PA	Northampton	County	\$264,030
1418	PA	Washington	County	\$233,750
1419	PA	Westmoreland	County	\$308,180
1420	PA	York	County	\$377,890
1421	PA	Abington, Township of (Montgomery County)	City	\$118,250
1422	PA	Allentown	City	\$170,070
1423	PA	Altoona	City	\$76,540
1424	PA	Bensalem, Township of	City	\$122,290
1425	PA	Bethlehem	City	\$135,180
1426	PA	Bristol, Township of	City	\$114,490
1427	PA	Cheltenham, Township of	City	\$76,230
1428	PA	Erie	City	\$151,020
1429	PA	Harrisburg	City	\$120,600
1430	PA	Haverford, Township of	City	\$110,660



#	State/Territory	Entity Name	Level of Government	Allocation
1431	PA	Hempfield, Township of (Westmoreland County)	City	\$76,460
1432	PA	Lancaster	City	\$122,800
1433	PA	Lower Merion, Township of	City	\$126,250
1434	PA	Lower Paxton, Township of	City	\$114,320
1435	PA	Manheim, Township of (Lancaster County)	City	\$76,560
1436	PA	Middletown, Township of (Bucks County)	City	\$76,530
1437	PA	Millcreek, Township of (Erie County)	City	\$115,710
1438	PA	Norristown, Borough of	City	\$76,190
1439	PA	Northampton, Township of	City	\$76,280
1440	PA	Penn Hills, Township of	City	\$76,340
1441	PA	Philadelphia	City	\$1,316,810
1442	PA	Pittsburgh	City	\$337,960
1443	PA	Reading	City	\$145,490
1444	PA	Scranton	City	\$134,690
1445	PA	State College, Borough of	City	\$76,560
1446	PA	Upper Darby, Township of	City	\$134,340
1447	PA	Wilkes-Barre	City	\$76,590
1448	PA	York	City	\$76,680
1449	PR	Aguada	City	\$76,280
1450	PR	Aguadilla	City	\$118,070
1451	PR	Arecibo	City	\$142,090
1452	PR	Bayamon	City	\$213,340
1453	PR	Cabo Rojo	City	\$76,600
1454	PR	Caguas	City	\$173,030
1455	PR	Canovanas	City	\$76,440
1456	PR	Carolina	City	\$191,230
1457	PR	Cayey	City	\$76,470
1458	PR	Cidra	City	\$76,340
1459	PR	Dorado	City	\$76,240
1460	PR	Guayama	City	\$76,340
1461	PR	Guaynabo	City	\$147,260
1462	PR	Gurabo	City	\$76,400
1463	PR	Hatillo	City	\$76,330
1464	PR	Humacao	City	\$115,070
1465	PR	Isabela	City	\$76,450
1466	PR	Juana Diaz	City	\$76,560
1467	PR	Juncos	City	\$76,290
1468	PR	Las Piedras	City	\$76,220



#	State/Territory	Entity Name	Level of Government	Allocation
1469	PR	Manati	City	\$76,420
1470	PR	Mayaguez	City	\$134,110
1471	PR	Moca	City	\$76,260
1472	PR	Ponce	City	\$183,120
1473	PR	Rio Grande	City	\$76,580
1474	PR	San Juan	City	\$357,770
1475	PR	San Lorenzo	City	\$76,250
1476	PR	San Sebastian	City	\$76,320
1477	PR	Toa Alta	City	\$122,670
1478	PR	Toa Baja	City	\$130,000
1479	PR	Trujillo Alto	City	\$122,800
1480	PR	Vega Alta	City	\$76,200
1481	PR	Vega Baja	City	\$115,150
1482	RI	Coventry, Town of	City	\$76,130
1483	RI	Cranston	City	\$136,300
1484	RI	Cumberland, Town of	City	\$76,180
1485	RI	East Providence	City	\$76,630
1486	RI	North Providence, Town of	City	\$76,090
1487	RI	Pawtucket	City	\$128,950
1488	RI	Providence	City	\$227,730
1489	RI	South Kingstown, Town of	City	\$76,120
1490	RI	Warwick	City	\$139,610
1491	RI	Woonsocket	City	\$76,470
1492	SC	Aiken	County	\$80,820
1493	SC	Anderson	County	\$227,180
1494	SC	Beaufort	County	\$80,150
1495	SC	Berkeley	County	\$80,300
1496	SC	Greenville	County	\$393,510
1497	SC	Horry	County	\$307,990
1498	SC	Lexington	County	\$297,180
1499	SC	Richland	County	\$278,170
1500	SC	Spartanburg	County	\$282,710
1501	SC	York	County	\$226,460
1502	SC	Charleston	City	\$195,380
1503	SC	Columbia	City	\$198,460
1504	SC	Florence	City	\$76,570
1505	SC	Goose Creek	City	\$76,520
1506	SC	Greenville	City	\$144,320



#	State/Territory	Entity Name	Level of Government	Allocation
1507	SC	Greer	City	\$76,210
1508	SC	Hilton Head Island, Town of	City	\$76,420
1509	SC	Mount Pleasant, Town of	City	\$142,750
1510	SC	Myrtle Beach	City	\$76,580
1511	SC	North Charleston	City	\$171,700
1512	SC	Rock Hill	City	\$133,080
1513	SC	Spartanburg	City	\$76,580
1514	SC	Summerville, Town of	City	\$113,980
1515	SC	Sumter	City	\$76,610
1516	SD	Brookings	County	\$75,360
1517	SD	Clay	County	\$75,500
1518	SD	Lake	County	\$75,390
1519	SD	Lawrence	County	\$75,460
1520	SD	Lincoln	County	\$75,840
1521	SD	Meade	County	\$75,960
1522	SD	Minnehaha	County	\$76,450
1523	SD	Oglala Lakota	County	\$75,490
1524	SD	Pennington	County	\$76,130
1525	SD	Union	County	\$75,590
1526	SD	Aberdeen	City	\$76,020
1527	SD	Brookings	City	\$75,860
1528	SD	Huron	City	\$75,490
1529	SD	Mitchell	City	\$75,560
1530	SD	Pierre	City	\$75,510
1531	SD	Rapid City	City	\$135,960
1532	SD	Sioux Falls	City	\$224,030
1533	SD	Spearfish	City	\$75,440
1534	SD	Watertown	City	\$75,810
1535	SD	Yankton	City	\$75,570
1536	TN	Blount	County	\$79,600
1537	TN	Hamilton	County	\$80,940
1538	TN	Knox	County	\$279,650
1539	TN	Putnam	County	\$77,840
1540	TN	Rutherford	County	\$77,990
1541	TN	Sevier	County	\$78,460
1542	TN	Shelby	County	\$79,610
1543	TN	Sullivan	County	\$78,530
1544	TN	Sumner	County	\$77,880



#	State/Territory	Entity Name	Level of Government	Allocation
1545	TN	Williamson	County	\$77,700
1546	TN	Bartlett	City	\$117,930
1547	TN	Brentwood	City	\$76,730
1548	TN	Chattanooga	City	\$234,200
1549	TN	Clarksville	City	\$197,220
1550	TN	Cleveland	City	\$76,790
1551	TN	Collierville, Town of	City	\$113,610
1552	TN	Columbia	City	\$76,480
1553	TN	Franklin	City	\$145,990
1554	TN	Gallatin	City	\$76,540
1555	TN	Germantown	City	\$76,430
1556	TN	Hendersonville	City	\$120,260
1557	TN	Jackson	City	\$132,680
1558	TN	Johnson City	City	\$134,060
1559	TN	Kingsport	City	\$121,880
1560	TN	Knoxville	City	\$239,720
1561	TN	La Vergne	City	\$76,330
1562	TN	Lebanon	City	\$76,430
1563	TN	Memphis	City	\$590,500
1564	TN	Mount Juliet	City	\$76,310
1565	TN	Murfreesboro	City	\$190,230
1566	TN	Nashville-Davidson, Metropolitan Government of	City	\$644,440
1567	TN	Smyrna, Town of	City	\$117,300
1568	TN	Spring Hill	City	\$109,170
1569	TX	Bexar	County	\$464,940
1570	TX	Brazoria	County	\$268,260
1571	TX	Collin	County	\$219,010
1572	TX	Denton	County	\$251,160
1573	TX	Fort Bend	County	\$456,500
1574	TX	Harris	County	\$1,636,340
1575	TX	Hidalgo	County	\$357,000
1576	TX	Montgomery	County	\$457,580
1577	TX	Tarrant	County	\$306,040
1578	TX	Travis	County	\$293,610
1579	TX	Williamson	County	\$235,100
1580	TX	Abilene	City	\$172,590
1581	TX	Allen	City	\$151,800
1582	TX	Amarillo	City	\$227,860



#	State/Territory	Entity Name	Level of Government	Allocation
1583	TX	Arlington	City	\$369,400
1584	TX	Austin	City	\$855,340
1585	TX	Baytown	City	\$140,370
1586	TX	Beaumont	City	\$168,420
1587	TX	Bedford	City	\$76,680
1588	TX	Brownsville	City	\$217,400
1589	TX	Bryan	City	\$140,860
1590	TX	Burleson	City	\$76,610
1591	TX	Carrollton	City	\$177,310
1592	TX	Cedar Hill	City	\$76,610
1593	TX	Cedar Park	City	\$132,620
1594	TX	College Station	City	\$167,660
1595	TX	Conroe	City	\$145,460
1596	TX	Coppell	City	\$76,610
1597	TX	Copperas Cove	City	\$76,170
1598	TX	Corpus Christi	City	\$322,260
1599	TX	Dallas	City	\$1,132,070
1600	TX	Denton	City	\$182,710
1601	TX	DeSoto	City	\$114,690
1602	TX	Duncanville	City	\$76,340
1603	TX	Edinburg	City	\$153,020
1604	TX	El Paso	City	\$595,490
1605	TX	Eules	City	\$117,300
1606	TX	Farmers Branch	City	\$76,570
1607	TX	Flower Mound, Town of	City	\$132,150
1608	TX	Fort Worth	City	\$785,490
1609	TX	Friendswood	City	\$76,330
1610	TX	Frisco	City	\$224,480
1611	TX	Galveston	City	\$118,860
1612	TX	Garland	City	\$251,490
1613	TX	Georgetown	City	\$128,440
1614	TX	Grand Prairie	City	\$220,600
1615	TX	Grapevine	City	\$122,650
1616	TX	Haltom City	City	\$76,540
1617	TX	Harlingen	City	\$132,290
1618	TX	Houston	City	\$2,006,020
1619	TX	Huntsville	City	\$76,640
1620	TX	Hurst	City	\$76,390



#	State/Territory	Entity Name	Level of Government	Allocation
1621	TX	Irving	City	\$284,550
1622	TX	Keller	City	\$76,540
1623	TX	Killeen	City	\$184,930
1624	TX	Kyle	City	\$76,480
1625	TX	La Porte	City	\$76,250
1626	TX	Lancaster	City	\$76,350
1627	TX	Laredo	City	\$271,290
1628	TX	League City	City	\$155,210
1629	TX	Leander	City	\$116,720
1630	TX	Lewisville	City	\$158,370
1631	TX	Little Elm	City	\$76,480
1632	TX	Longview	City	\$141,720
1633	TX	Lubbock	City	\$274,430
1634	TX	Mansfield	City	\$129,070
1635	TX	McAllen	City	\$190,200
1636	TX	McKinney	City	\$219,230
1637	TX	Mesquite	City	\$182,880
1638	TX	Midland	City	\$180,140
1639	TX	Midlothian	City	\$76,150
1640	TX	Mission	City	\$140,450
1641	TX	Missouri City	City	\$128,070
1642	TX	New Braunfels	City	\$143,530
1643	TX	North Richland Hills	City	\$125,800
1644	TX	Odessa	City	\$165,070
1645	TX	Pasadena	City	\$191,680
1646	TX	Pearland	City	\$164,610
1647	TX	Pflugerville	City	\$120,850
1648	TX	Pharr	City	\$135,910
1649	TX	Plano	City	\$307,870
1650	TX	Port Arthur	City	\$118,760
1651	TX	Richardson	City	\$177,400
1652	TX	Rockwall	City	\$76,650
1653	TX	Rosenberg	City	\$76,330
1654	TX	Round Rock	City	\$169,320
1655	TX	Rowlett	City	\$119,050
1656	TX	San Angelo	City	\$151,890
1657	TX	San Antonio	City	\$1,220,460
1658	TX	San Juan	City	\$76,170



#	State/Territory	Entity Name	Level of Government	Allocation
1659	TX	San Marcos	City	\$127,080
1660	TX	Schertz	City	\$76,400
1661	TX	Sherman	City	\$76,610
1662	TX	Sugar Land	City	\$164,210
1663	TX	Temple	City	\$140,420
1664	TX	Texarkana	City	\$76,440
1665	TX	Texas City	City	\$114,390
1666	TX	The Colony	City	\$76,380
1667	TX	Tyler	City	\$162,770
1668	TX	Victoria	City	\$126,590
1669	TX	Waco	City	\$187,120
1670	TX	Waxahachie	City	\$76,430
1671	TX	Weslaco	City	\$76,470
1672	TX	Wichita Falls	City	\$155,820
1673	TX	Wylie	City	\$114,380
1674	UT	Box Elder	County	\$76,950
1675	UT	Cache	County	\$77,620
1676	UT	Davis	County	\$248,800
1677	UT	Salt Lake	County	\$80,390
1678	UT	Summit	County	\$76,520
1679	UT	Tooele	County	\$76,190
1680	UT	Uintah	County	\$76,240
1681	UT	Utah	County	\$80,710
1682	UT	Washington	County	\$77,810
1683	UT	Weber	County	\$79,480
1684	UT	Bountiful	City	\$76,530
1685	UT	Cedar City	City	\$76,240
1686	UT	Draper	City	\$117,010
1687	UT	Eagle Mountain	City	\$76,330
1688	UT	Herriman	City	\$111,860
1689	UT	Kearns, Metro Township of	City	\$76,130
1690	UT	Layton	City	\$134,230
1691	UT	Lehi	City	\$132,310
1692	UT	Logan	City	\$117,590
1693	UT	Midvale	City	\$76,210
1694	UT	Millcreek	City	\$121,210
1695	UT	Murray	City	\$116,350
1696	UT	Ogden	City	\$145,720



#	State/Territory	Entity Name	Level of Government	Allocation
1697	UT	Orem	City	\$150,350
1698	UT	Pleasant Grove	City	\$76,260
1699	UT	Provo	City	\$165,350
1700	UT	Riverton	City	\$76,480
1701	UT	Roy	City	\$76,240
1702	UT	Salt Lake City	City	\$264,650
1703	UT	Sandy	City	\$148,400
1704	UT	Saratoga Springs	City	\$76,170
1705	UT	South Jordan	City	\$132,100
1706	UT	Spanish Fork	City	\$76,440
1707	UT	Springville	City	\$76,190
1708	UT	St. George	City	\$149,500
1709	UT	Taylorsville	City	\$118,550
1710	UT	Tooele	City	\$76,180
1711	UT	West Jordan	City	\$158,100
1712	UT	West Valley City	City	\$179,460
1713	VA	Albemarle	County	\$78,940
1714	VA	Arlington	County	\$267,820
1715	VA	Chesterfield	County	\$341,610
1716	VA	Fairfax	County	\$963,530
1717	VA	Hanover	County	\$78,700
1718	VA	Henrico	County	\$333,630
1719	VA	Loudoun	County	\$350,900
1720	VA	Prince William	County	\$421,130
1721	VA	Spotsylvania	County	\$79,560
1722	VA	Stafford	County	\$80,130
1723	VA	Alexandria	City	\$197,700
1724	VA	Blacksburg, Town of	City	\$76,680
1725	VA	Charlottesville	City	\$76,840
1726	VA	Chesapeake	City	\$260,480
1727	VA	Danville	City	\$76,580
1728	VA	Hampton	City	\$179,420
1729	VA	Harrisonburg	City	\$117,870
1730	VA	Leesburg, Town of	City	\$76,710
1731	VA	Lynchburg	City	\$140,890
1732	VA	Manassas	City	\$76,480
1733	VA	Newport News	City	\$221,810
1734	VA	Norfolk	City	\$271,840



#	State/Territory	Entity Name	Level of Government	Allocation
1735	VA	Portsmouth	City	\$151,150
1736	VA	Richmond	City	\$262,500
1737	VA	Roanoke	City	\$156,480
1738	VA	Suffolk	City	\$144,950
1739	VA	Virginia Beach	City	\$418,550
1740	VT	Addison	County	\$76,270
1741	VT	Caledonia	County	\$76,030
1742	VT	Chittenden	County	\$76,390
1743	VT	Franklin	County	\$76,680
1744	VT	Orange	County	\$75,960
1745	VT	Orleans	County	\$75,940
1746	VT	Rutland	County	\$76,480
1747	VT	Washington	County	\$77,100
1748	VT	Windham	County	\$76,120
1749	VT	Windsor	County	\$76,590
1750	VT	Bennington, Town of	City	\$75,560
1751	VT	Brattleboro, Town of	City	\$75,460
1752	VT	Burlington	City	\$76,670
1753	VT	Colchester, Town of	City	\$75,610
1754	VT	Essex, Town of	City	\$75,770
1755	VT	Hartford, Town of	City	\$75,380
1756	VT	Milton, Town of	City	\$75,340
1757	VT	Rutland	City	\$75,600
1758	VT	South Burlington	City	\$75,760
1759	VT	Williston, Town of	City	\$75,410
1760	WA	Clark	County	\$296,170
1761	WA	Grant	County	\$78,440
1762	WA	King	County	\$474,460
1763	WA	Kitsap	County	\$245,220
1764	WA	Pierce	County	\$497,770
1765	WA	Snohomish	County	\$436,900
1766	WA	Spokane	County	\$224,600
1767	WA	Thurston	County	\$81,040
1768	WA	Whatcom	County	\$79,500
1769	WA	Yakima	County	\$80,470
1770	WA	Auburn	City	\$141,710
1771	WA	Bellevue	City	\$203,560
1772	WA	Bellingham	City	\$148,080



#	State/Territory	Entity Name	Level of Government	Allocation
1773	WA	Bothell	City	\$76,740
1774	WA	Bremerton	City	\$76,690
1775	WA	Burien	City	\$112,300
1776	WA	Edmonds	City	\$76,430
1777	WA	Everett	City	\$169,950
1778	WA	Federal Way	City	\$147,860
1779	WA	Issaquah	City	\$76,450
1780	WA	Kennewick	City	\$138,680
1781	WA	Kent	City	\$179,480
1782	WA	Kirkland	City	\$144,580
1783	WA	Lacey	City	\$115,460
1784	WA	Lake Stevens	City	\$76,130
1785	WA	Lakewood	City	\$123,080
1786	WA	Longview	City	\$76,370
1787	WA	Lynnwood	City	\$76,450
1788	WA	Marysville	City	\$124,740
1789	WA	Mount Vernon	City	\$76,250
1790	WA	Olympia	City	\$122,030
1791	WA	Pasco	City	\$131,590
1792	WA	Puyallup	City	\$76,570
1793	WA	Redmond	City	\$143,150
1794	WA	Renton	City	\$157,700
1795	WA	Richland	City	\$123,260
1796	WA	Sammamish	City	\$121,420
1797	WA	Seattle	City	\$681,520
1798	WA	Shoreline	City	\$117,070
1799	WA	Spokane	City	\$255,210
1800	WA	Spokane Valley	City	\$154,350
1801	WA	Tacoma	City	\$246,170
1802	WA	Vancouver	City	\$223,720
1803	WA	Wenatchee	City	\$76,300
1804	WA	Yakima	City	\$149,970
1805	WI	Brown	County	\$80,630
1806	WI	Dane	County	\$266,890
1807	WI	Marathon	County	\$78,300
1808	WI	Milwaukee	County	\$79,820
1809	WI	Outagamie	County	\$79,420
1810	WI	Racine	County	\$79,040



#	State/Territory	Entity Name	Level of Government	Allocation
1811	WI	Walworth	County	\$78,630
1812	WI	Washington	County	\$79,610
1813	WI	Waukesha	County	\$238,860
1814	WI	Winnebago	County	\$78,580
1815	WI	Appleton	City	\$134,180
1816	WI	Beloit	City	\$76,280
1817	WI	Brookfield	City	\$76,600
1818	WI	Eau Claire	City	\$130,210
1819	WI	Fond du Lac	City	\$76,620
1820	WI	Franklin	City	\$76,280
1821	WI	Green Bay	City	\$159,610
1822	WI	Greenfield	City	\$76,240
1823	WI	Janesville	City	\$125,580
1824	WI	Kenosha	City	\$149,790
1825	WI	La Crosse	City	\$119,590
1826	WI	Madison	City	\$291,340
1827	WI	Menomonee Falls, Village of	City	\$76,470
1828	WI	Milwaukee	City	\$522,370
1829	WI	New Berlin	City	\$76,430
1830	WI	Oak Creek	City	\$76,280
1831	WI	Oshkosh	City	\$128,580
1832	WI	Racine	City	\$133,580
1833	WI	Sheboygan	City	\$76,730
1834	WI	Sun Prairie	City	\$76,190
1835	WI	Waukesha	City	\$130,460
1836	WI	Wausau	City	\$76,500
1837	WI	Wauwatosa	City	\$76,940
1838	WI	West Allis	City	\$120,530
1839	WV	Berkeley	County	\$78,320
1840	WV	Cabell	County	\$76,770
1841	WV	Harrison	County	\$76,780
1842	WV	Jefferson	County	\$76,900
1843	WV	Kanawha	County	\$79,470
1844	WV	Mercer	County	\$77,060
1845	WV	Monongalia	County	\$77,550
1846	WV	Putnam	County	\$76,950
1847	WV	Raleigh	County	\$76,950
1848	WV	Wood	County	\$76,820



#	State/Territory	Entity Name	Level of Government	Allocation
1849	WV	Beckley	City	\$75,680
1850	WV	Charleston	City	\$77,040
1851	WV	Clarksburg	City	\$75,630
1852	WV	Fairmont	City	\$75,670
1853	WV	Huntington	City	\$76,800
1854	WV	Martinsburg	City	\$75,690
1855	WV	Morgantown	City	\$76,250
1856	WV	Parkersburg	City	\$76,150
1857	WV	Weirton	City	\$75,670
1858	WV	Wheeling	City	\$76,050
1859	WY	Campbell	County	\$75,520
1860	WY	Carbon	County	\$75,510
1861	WY	Converse	County	\$75,480
1862	WY	Fremont	County	\$75,980
1863	WY	Goshen	County	\$75,440
1864	WY	Laramie	County	\$76,200
1865	WY	Lincoln	County	\$75,670
1866	WY	Natrona	County	\$75,740
1867	WY	Park	County	\$76,030
1868	WY	Teton	County	\$75,450
1869	WY	Casper	City	\$119,850
1870	WY	Cheyenne	City	\$125,720
1871	WY	Evanston	City	\$75,410
1872	WY	Gillette	City	\$76,140
1873	WY	Green River	City	\$75,380
1874	WY	Jackson, Town of	City	\$75,410
1875	WY	Laramie	City	\$76,110
1876	WY	Riverton	City	\$75,380
1877	WY	Rock Springs	City	\$75,820
1878	WY	Sheridan	City	\$75,670

ATTACHMENT 2 Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, RECEIVE, AND APPROPRIATE GRANT FUNDS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM.

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

SECTION 1: The City Council finds as follows:

- A. The U.S. Department of Energy (DOE) Office of State and Community Energy Programs (SCEP) is responsible for the Energy Efficiency and Conservation Block Grant (EECBG) Program.
- B. If awarded, the EECBG grant will provide the City of Monterey Park \$121,150 in grant funds.
- C. The City is proposing the purchase of four 2025 Chevrolet Equinox EV vehicles.

SECTION 2: The City Council authorizes the City Manager, or designee, to execute documents to apply for, and potentially receive, up to \$121,150 in grant monies from the EECBG Program.

SECTION 3: The City Manager, or designee, is authorized to execute any required documents to receive the grant for the purposes identified above.

SECTION 4: The City Manager, or designee, is authorized to accept and spend the grant monies identified in this Resolution for the purposes set forth above.

SECTION 5: The City Council amends or supplements the City's Budget to appropriate the monies identified by this Resolution to pay for the proposals made by the City in support of its grant application. The City Manager, or designee, is authorized to implement the purpose of this section.

SECTION 6: *Severability.* 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 provision or application and, to this end, the provisions of this Resolution are severable.

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 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 her duly appointed deputy, may attest thereto.

SECTION 9: Effective Date. This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of November, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'K. H. Berger', is written over a horizontal line.

Karl H. Berger, City Attorney



City Council Staff Report

DATE: November 20, 2024

AGENDA ITEM NO: Consent Calendar - 3K

TO: The Honorable Mayor and City Council
FROM: Shawn Igoe, Director of Public Works
SUBJECT: Receive and File Staff Report Summarizing the Status of the Emergency Replacement of the HVAC System at the Langley Senior Citizen Center and Termination of Local Emergency

RECOMMENDATION:

It is recommended that the City Council consider:

1. Receiving and filing the staff report summarizing the status of emergency repairs of the emergency replacement of the HVAC system at the Langley Senior Citizen Center;
2. Adopting a resolution terminating the local emergency governing the emergency replacement of the HVAC system at the Langley Senior Citizen Center; and
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On September 18, 2024, City Council adopted Resolution No. 2024-R76 authorizing the City Manager to take necessary measures for the emergency replacement of the HVAC system at the Langley Senior Citizen Center. The work is now complete and it is recommended City Council adopt a resolution terminating the local emergency. This staff report also serves as a summary to the status of the emergency replacement of the HVAC system.

BACKGROUND:

Pursuant to Resolution No. 2024-R76, the City Manager exercised emergency powers to replace the HVAC system at the Langley Senior Citizen Center. The system was 19 years old and had exceeded its expected life span of 10 to 15 years. It was beyond repair, operating at 50% capacity, and in need of immediate replacement. The HVAC unit services the main room used for the daily senior lunch program and public events. Additionally, the Langley Senior Citizen Center is a designated cooling center.

As a result, the City took immediate action required by that emergency to procure the necessary equipment, services, and supplies to complete the replacement of the HVAC unit, without giving notice for bids to execute contracts. Staff obtained a quote from Carrier Global Corporation through Sigler Wholesale Distributors, for one Packaged Rooftop Heat Pump Unit and curb adapter for \$28,730.74, and a quote from Westco Service Company for the installation of the equipment for \$34,249.

The City ordered the replacement HVAC unit from Sigler Wholesale Distributors on September 19, 2024 and contracted with Westco Service Company on September 23, 2024 for the installation of the replacement unit. Westco's scope of work included providing a crane; removal and disposal of the existing unit; installation of the City provided Carrier AC rooftop package unit, including all electrical and control wiring; securing the unit to the existing platform; starting and testing.

The HVAC unit arrived at the Langley Senior Citizen Center on October 24, 2024 and installation of the unit began immediately upon arrival. Starting and testing of the unit took place on October 29, 2024, completing the work for the replacement of the HVAC unit at Langley.

FISCAL IMPACT:

The project was funded by the General Fund for \$75,000. The City is currently awaiting the receipt of final invoices to determine the total cost for the project.

Respectfully submitted by:

Reviewed by:



Shawn Igoe
Director of Public Works

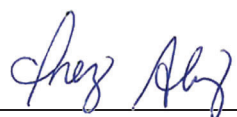


Martha Garcia
Director of Finance

Approved by:

Approved as to form: Karl H. Berger

Reviewed by:



Inez Alvarez
City Manager



Solange Fortenbach
Deputy City Attorney

ATTACHMENT:

1. Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO.

A RESOLUTION ADOPTED BY THE CITY COUNCIL TERMINATING THE REPLACEMENT OF THE HVAC SYSTEM AT THE LANGLEY SENIOR CITIZEN CENTER LOCAL EMERGENCY

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

SECTION 1: The City Council finds as follows:

- A. Pursuant to Resolution No. 2024-R76 ("Emergency Resolution") the City Manager exercised emergency powers replace the HVAC system at the Langley Senior Citizen Center.
- B. Replacement of the HVAC system at the Langley Senior Citizen Center ("Project") is identified as the removal of the existing HVAC unit and installation of one Packaged Rooftop Heat Pump Unit curb adapter.
- C. The circumstances necessitating the declaration of an emergency no longer exist and the local emergency is terminated, effective immediately.

SECTION 2: *Ratification.* The City Council received regular reports regarding the Project and is fully informed regarding all actions undertaken by the City Manager to protect public health and safety. Accordingly, the City Council ratifies and reaffirms the exercise of emergency powers since 2024 to protect public health and safety.

SECTION 3: *Termination of Local Emergency.* The Replacement of the HVAC System at the Langley Senior Citizen Center local emergency is terminated.

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 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 her duly appointed deputy, may attest thereto.

SECTION 5: *Effective Date.* This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of November, 2024.

Thomas Wong, Mayor

ATTEST:

Maychelle Yee, City Clerk

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

A handwritten signature in cursive script that reads "Solange Fortenbach". The signature is written in dark ink and is positioned above a horizontal line.

Solange Fortenbach, Deputy City Attorney

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY
PARK, CALIFORNIA, DECLARING AND RECOGNIZING
NOVEMBER 30, 2024 AS SMALL BUSINESS SATURDAY**

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

SECTION 1: The City Council finds as follows:

- A. Monterey Park celebrates our local small businesses and the contributions they make to our local economy and community.
- B. According to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States.
- C. Of the approximately 4,700 businesses within the City of Monterey Park, 3,243 or 70% are considered a small business.
- D. Monterey Park supports local businesses that create jobs, boost the local economy, and preserve communities, through innovative programs, streamlined processes, and a collaborative approach to economic development. The City's dedication to supporting businesses is shown through initiatives such as the Monterey Park Business Connect support program, the Small Business Expo, and its proactive business attraction and retention strategies.
- E. On November 6, 2024, the City of Monterey Park won the Los Angeles County Economic Development Corporation's (LAEDC) 2024 Most Business-Friendly City Award for small cities for its outstanding efforts in creating a supportive and thriving business environment.
- F. Sixty-eight cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services.
- G. 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023.
- H. Advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.
- I. The City Council of Monterey Park does hereby proclaim, November 30, 2024, as SMALL BUSINESS SATURDAY

- J. Furthermore, the City Council urges the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

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 her 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 20th day of November 2024.

Thomas Wong, Mayor

Attest:

Maychelle Yee, City Clerk