

REVISED AGENDA

Agenda Item 6C - Approving minutes of March 16 instead of March 2
Agenda Item 6F - Revised a portion of staff report - Attachment 1, Draft RFP

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

**REGULAR MEETING
Monterey Park City Hall Council Chambers
320 W. Newmark Avenue, Monterey Park, CA 91754
Wednesday
April 20, 2016
7:00 PM**

MISSION STATEMENT

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

Communication by the Public is an important part of the Local Government Process. Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the City Council/Agency Board less than 72 hours before this scheduled meeting are available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at www.montereypark.ca.gov. Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PUBLIC COMMENTS ON AGENDA ITEMS

For members of the public wishing to address the City Council regarding any item on this Agenda including the Consent Calendar or Oral Communications, please fill out a speaker card and return it to the City Clerk before the announcement of the Agenda Item.

Speakers are provided five (5) minutes per individual on each published agenda item. Individual speakers may consolidate time with another speaker's time; the total consolidated time cannot exceed two (2) minutes per speaker giving up time. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on an individual Agenda item. If there are a large number of speakers on a particular agenda item, the Mayor, as confirmed by the City Council may reduce the amount of time allotted to each speaker or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to please conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Council Chambers are wheelchair accessible.

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

CALL TO ORDER Mayor

FLAG SALUTE The Monterey Park Police Explorers

ROLL CALL Peter Chan, Mitchell Ing, Stephen Lam, Hans Liang, Teresa Real Sebastian

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person) 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 respond to comments after Public Communications is closed. Persons may, in addition to any other matter within the City Council's subject-matter jurisdiction, comment on Agenda Items at this time. If you provide public comment on a specific Agenda item at this time, however, you cannot later provide comments at the time the Agenda Item is considered.

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATIONS - None.

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

NEW BUSINESS

2-A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF APRIL 20, 2016

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

- (1) Approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated April 20, 2016 totaling \$350.00 and specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

2-B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – MARCH 2016

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

- (1) Receive and file the Monthly Investment Report; and
- (2) Take such additional, related, action that may be desirable.

2-C. SUCCESSOR AGENCY (SA) MINUTES

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

- (1) Approve the minutes from the regular and special meeting of March 16, 2016; and

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

[4.] PUBLIC HEARING

4-A. APPEAL OF PLANNING COMMISSION RESOLUTION NO. 04-16, ADOPTED ON FEBRUARY 9, 2016, APPROVING CONDITIONAL USE PERMIT (CU-15-09) ALLOWING FOR A WIRELESS TELECOMMUNICATION FACILITY – 417 NORTH GARFIELD AVENUE.

It is recommended that the City Council consider:

- (1) Approving the requested continuance for Conditional Use Permit (CUP-15-09) to the hearing of May 4, 2016;
- (2) Authorize the City Manager to execute a tolling agreement in a form approved by the City Attorney (and substantially in the form set forth in the attached draft agreement); and
- (3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

Denying the Project is exempt from additional environmental review pursuant to CEQA Guidelines § 15270.

4-B. PUBLIC HEARING TO CONSIDER UPDATING THE CITY'S DEVELOPMENT IMPACT FEES (DIF) AND RELATED SECTIONS OF THE MONTEREY PARK MUNICIPAL CODE

It is recommended that the City Council consider:

- (1) Reopening the continued Public Hearing of the proposed Development Impact Fee Calculation and Nexus Report;
- (2) Introduce and waive first reading of an ordinance amending the MPMC to add new development impact fees and establish standards for imposing such fees;
- (3) Adopting Resolution ____ establishing impact fee schedules; and
- (4) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes fees and charges for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

[5.] OLD BUSINESS - None.

[6.] NEW BUSINESS

6-A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF APRIL 20, 2016

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated April 20, 2016 totaling \$1,257,674.00 specifying the funds out of which the same are to be paid; and
- (2) Take such additional, related, action that may be desirable.

6-B. MONTHLY INVESTMENT REPORT – MARCH 2016

It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

6-C. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the special Centennial meeting of March 9, 2016 and the regular and special meeting of March 16, 2016; and
- (2) Take such additional, related, action that may be desirable.

6-D. THE CITY IS REQUIRED TO RENEW THE ASSESSMENT DISTRICT FOR FISCAL YEAR 2016-17 AND SCHEDULE A PUBLIC HEARING PURSUANT TO STREETS AND HIGHWAYS CODE §§ 22500, *ET SEQ.*

It is recommended that the City Council consider:

- (1) Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2016-17 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq.* and setting a time and place for a public hearing; and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

6-E. AUDITING SERVICES AGREEMENT – AWARD OF CONTRACT

It is recommended that the City Council consider:

- (1) Awarding a three-year contract with the option of extending for two additional 2-year periods for the City's auditing services to the lowest bidder, White Nelson Diehl Evans LLP, a certified public accounting and consulting firm;
- (2) Authorizing the City Manager to execute the auditing services contract in a form approved by the City Attorney; and
- (3) Take such additional, related, action that may be desirable.

6-F. CENTRALIZED GROUNDWATER TREATMENT SYSTEM – APPROVE RELEASE OF RFP TO QUALIFIED TEAMS

It is recommended that the City Council:

- (1) Accept three statements of qualifications for design-build of the Centralized Groundwater Treatment System and find the teams qualified to receive the Request for Proposal (RFP);
- (2) Authorize the release of the RFP to the qualified teams; and
- (3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15302, "Replacement or Reconstruction." The project consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

6-G. ORDINANCE TO ALLOW PIGGYBACK PURCHASING

It is recommended that the City Council consider:

- (1) Introducing and waiving first reading of an ordinance that would add a new line in the Monterey Park Municipal Code ("MPMC") § 3.20.050 entitled "Piggyback Purchasing";
- (2) Schedule second reading and possible adoption for May 4, 2016; and
- (3) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

This Ordinance is exempt from additional review under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to clarify existing policies and practices related to purchasing goods and services; 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, the Ordinance does not constitute a "project" that requires environmental review (see specifically CEQA Guidelines § 15378(b)(2, 5)).

6-H. ELECTRIC VEHICLE CHARGING STATION AT CITY HALL

It is recommended that the City Council consider:

- (1) Adopting a resolution to waive bidding requirements and authorize the City Manager to execute an agreement to host an electric vehicle charging station at City Hall, in a form approved by the City Attorney; and
- (2) Take such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15303 and 15304, "Small Equipment/Structures" and "Minor Alterations to Land."

6-I. SISTER CITIES COMMISSION

It is recommended that the City Council consider:

- (1) Adopting a resolution to change the method in which Commissioners are chosen to be members of the Sister Cities Commission, with Council members selecting one commissioner each, and each of the Sister City Associations choosing a commissioner, for a total of ten members; and
- (2) Take such additional, related, action that may be desirable.

6-J. APPOINTMENT OF COMMISSION, BOARD AND COMMITTEE MEMBERS FOR A ONE-YEAR TERM BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017

It is recommended that the City Council:

- (1) Appoint the following Commission/Board/Committee members as listed in Attachment 1 and/or make the appointments for a one-year term beginning May 1, 2016 and ending April 30, 2017; and
- (2) Take such additional, related, action that may be desirable.

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

[8.] CLOSED SESSION - None.

ADJOURN



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for Successor Agency to the Former Community
Redevelopment Agency of
April 20, 2016

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt Resolution No. _____ of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated **April 20, 2016 totaling \$350.00** and specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **317**.

BACKGROUND:

The claims and demands on the attached warrant register have been duly audited. I certify that the said claims and demands are accurate, are proper charges against the City of Monterey Park, Acting as the Successor Agency to the Former Community Redevelopment Agency (SA). I also certify that there are monies available for the payments thereof. Please note that amounts being paid by the SA funds in this warrant register represented expenditures incurred, which are pending for approval by the Oversight Board.

FISCAL IMPACT:

Disbursements from all funds total **\$350.00.**

Respectfully submitted:

Prepared by:



Chu Thai
Director of Management Services



Annie Yaung, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO. SA-_____

**A RESOLUTION OF THE
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA)
ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
20TH DAY OF APRIL 2016
TOTALING \$350.00 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
DOSE RESOLVE AS FOLLOWS:

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

Atlantic/Garvey Projects	\$ 350.00
Total	<u>\$ 350.00</u>

PASSED, APPROVED AND ADOPTED THE 20H DAY OF APRIL 2016.

Peter Chan, Mayor
City of Monterey Park, California

ATTEST:

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

Resolution No. SA-
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY)
OF CITY OF MONTEREY PARK)

I hereby certify that this resolution was duly adopted by the
Successor Agency to the Former Community Redevelopment Agency,
at a regular meeting held on the 20th day of April 2016 by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HENSLEY LAW GROUP	0860-801-1203-31600	350.00	LEGAL		317	350.00
TOTAL FOR PREPAID WARRANTS						350.00
	PRINTED	350.00				
	E-PAYABLE	0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

TOTAL FOR PREPAID WARRANTS	350.00
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	0.00
TOTAL FOR PRINTED E-PAYABLES	0.00
TOTAL WARRANTS	350.00
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	1
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	0
TOTAL E-PAYABLES PRINTED	0
TOTAL CHECKS ISSUED	1

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 04/20/2016
 FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0860	ATLANTIC/GARVEY CAP PROJECTS	350.00	0.00	350.00
	TOTAL	350.00	0.00	350.00



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Controller
SUBJECT: Successor Agency Monthly Investment Report – March 2016

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the Monthly Investment Report; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

As of March 31, 2016 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	98,465.04
• Successor Agency (SA) RORF	<u>127,557.00</u>
	<u>\$ 226,022.04</u>
Total	

BACKGROUND:

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

Respectfully submitted and prepared by:

Approved by:


Annie Yaung, CPFO
Controller


Paul L. Talbot
City Manager



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: Successor Agency (SA) Minutes

RECOMMENDATION:

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

- (1) Approve the minutes from the regular and special meeting of March 16, 2016; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

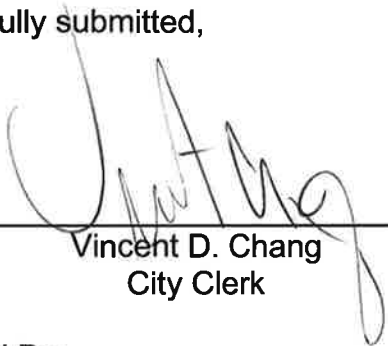
BACKGROUND:

None.

FISCAL IMPACT:

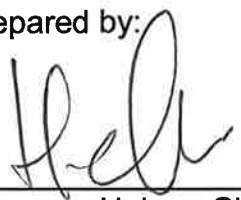
None.

Respectfully submitted,



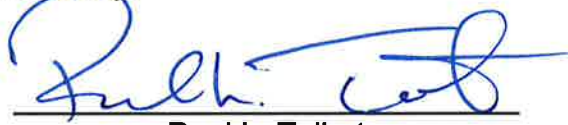
Vincent D. Chang
City Clerk

Prepared by:



Helena Cho
Secretary

Approved By:



Paul L. Talbot
City Manager

Attachments: March 16, 2016 special meeting minutes
March 16, 2016 regular meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 16, 2016**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, March 16, 2016 at 6:00 p.m.

CALL TO ORDER:

Mayor Chan called the meeting to order at 6:05 p.m.

ROLL CALL:

City Clerk Secretary Helena Cho called the roll:

Council Members Present: Hans Liang, Stephen Lam, Teresa Real Sebastian, Mitchell Ing, Peter Chan

Council Members Absent: None

Also Present: City Manager Paul Talbot, City Attorney Mark Hensley, Assistant City Manager Bow, Director of Community and Economic Development Michael Huntley, Economic Development Specialist Donna Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. NON-PROFIT FACILITY RESERVATIONS FEES

It is recommended that the City Council consider:

- (1) Providing direction as to fees charged to the American Legion/Veteran's Basketball group reservation on Thursday evenings at George Elder Gym. If the Council wishes to amend the City's fee schedule, the matter will be scheduled for a public hearing during a subsequent City Council meeting; and
- (2) Take such additional, related, action that may be desirable.

Action Taken: This item was continued to the 7:00 p.m. regular City Council meeting.

MISSION STATEMENT

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

CLOSED SESSION- The City Council adjourned to Closed Session at 6:06 p.m.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE § 54956.8: 1 item

Property: APN 5257-005-904-905
540 West Garvey Avenue Monterey Park CA 91754
City Negotiators: Paul Talbot, City Manager; Mark Hensley, City Attorney
Negotiating Parties: Selina Luong and Hau Xuan Luong ("Buyers")
Under Negotiation: Price and terms of payment

2. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION -GOVERNMENT CODE SECTION 54956.9 (d) - 2 cases

People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc., LASC Case No. BC605788 (December 31, 2015).

Diaz v. City of Monterey Park, USDC (Central) Case No. 2:15-CV-01262-DMG-JPR (April 24, 2015)

3. CONFERENCE LEGAL COUNSEL, SIGNIFICANT EXPOSURE TO LITIGATION -GOVERNMENT CODE SECTION 54956.9 (d) - 1 case

Tchang v. Garfield and Lincoln Property, LLC, USDC (Central) Case No. 2:16-cv-330 TJH (RAOx) (January 22, 2016)

Action Taken: Council Member Lam declared a potential conflict of interest; recused himself and left the meeting room as his business is within 500 feet of the litigation site.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present, with the exception of Council Member Lam and the meeting was adjourned at 6:40 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
REGULAR MEETING
MARCH 16, 2016**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, March 16, 2016 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Chan called the meeting to order at 7:04 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Secretary Helena Cho called the roll:

Council Members Present: Hans Liang, Stephen Lam, Teresa Real Sebastian, Peter Chan, Mitchell Ing

Council Members Absent: None.

ALSO PRESENT: City Manager Paul Talbot, City Attorney Mark Hensley, City Treasurer Joseph Leon, Public Works Director/Assistant City Manager Ron Bow, Fire Chief Scott Haberle, Police Chief Jim Smith, Recreation and Community Services Director Dan Costley, Community and Economic Development Director Michael Huntley, Controller Annie Yaung, Assistant City Engineer Rey Alfonso, Senior Planner Samantha Tawasart, Parks Superintendent Chris Reyes, Economic Development Specialist Donna Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

New business item No. (1) Non-profit facility reservations fees from the 6:00 p.m. special council meeting was continued to the 7:00 p.m. regular council meeting.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri, a Monterey Park resident, spoke about the lack of parking spaces for large single family homes and the need of language clarification on business signs around the city.

MISSION STATEMENT

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

- Richard Gorman informed the public of the Monterey Park Centennial Event on Saturday, March 19, 2016 from 12 p.m. – 3 p.m. The event will consist of food, music, and raffles.
- David Barron informed the public that one of the sponsors for the Centennial Event is Kelly's Bakery. In addition, he stated that the Chamber of Commerce is now offering tours of their El Encanto facility.

1. **PRESENTATION**

None

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 16, 2016

It is required that the City Council (acting on behalf of the Successor Agency) approve all disbursements. Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 313-314.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved Item Nos. 2A-2C. The City Council approved payment of warrants and adopted Resolution No. SA-115 of the Successor Agency to the former Monterey Park Redevelopment Agency allowing certain claims and demands per warrant register dated March 16, 2016 totaling \$67.52 and specifying the funds out of which the same are to be paid.

Motion: Moved by Council Member Real Sebastian and seconded by Council Member Lam, motion carried by the following vote:

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

Resolution No. SA-115, entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY (SA) ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED 16TH DAY OF MARCH 2016 TOTALING \$67.52 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – FEBRUARY 2016

As of February 29, 2016 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	109,586.82
• Successor Agency (SA) RORF	<u>127,557.00</u>
Total	<u>\$ 237,143.82</u>

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency received and filed the Monthly Investment Report. Motion taken with Item No. 2A.

2C. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular and special meeting of February 17, 2016.

Action Taken: The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency approved the minutes from the regular and special meeting of February 17, 2016. Motion taken with Item No. 2A.

2D. A REQUEST THAT THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY (“SUCCESSOR AGENCY”) ENTER INTO A PURCHASE AND SALE AGREEMENT (“PSA”) BY AND BETWEEN SELINA LUONG AND HAU XUAN LUONG (“BUYERS”) FOR THE PURCHASE OF REAL PROPERTY ADDRESSED AT 540 WEST GARVEY AVENUE (“SITE”); APN 5257-005-904-905

The item was continued from the March 2, 2016 Successor Agency (SA) meeting. On the day of the meeting, the City received a counter offer from Pacific Plaza Investment, LLC for the purchase of the property located at 540 W. Garvey Avenue. Although offers had already been submitted for SA consideration, staff informed the SA of a new counter offer had been submitted. After deliberating on the merits of accepting the original offers to purchase the property or considering the new counter offer, the SA directed staff to send a counter offer to all interested parties to send in their last a best offer. Accordingly, the item was continued for two weeks.

As directed, counter offers were sent by BP International to all three of the interested parties. Of the three, the City received two counter offers, one from Selina and Hau Xuan Luong and one from Pacific Plaza Investments, LLC. The offers were received by the Community Development Director, reviewed and are ready for consideration by the SA. The final and best offers are as follows:

- Selina and Hau Xuan Luong offered \$1,862,000; and
- Pacific Plaza Investment, LLC, offered \$1,850,000

Public Speaker:

- Ken Lee, representative of the Pacific Plaza Investment, spoke about the company's past projects and experience in development projects and asked the City Council to reconsider their decision.

Action Taken: Council Member Lam declared a potential conflict of interest; recused himself and left the Council Chambers as he recently sold property to one of the potential buyers. The City Council acting on behalf of the Successor Agency of the former Monterey Park Redevelopment Agency (1) adopted Resolution No. SA-116 authorizing the City Manager to execute all agreements and related documents, in a form approved by the City Attorney, needed to convey real property at 540 W. Garvey Avenue to Selina Luong and Hau Xuan Luong; and (2) forward this matter to the Oversight Board for confirmation.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Ing, motion carried by the following vote:

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

Resolution No. SA-116, entitled:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONVEY REAL PROPERTY ON BEHALF OF THE MONTEREY PARK SUCCESSOR AGENCY IN ACCORDANCE WITH APPLICABLE LAW

This is the end of Successor Agency (SA) items.



City Council Staff Report

DATE: April 20, 2016

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

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Appeal of Planning Commission Resolution No. 04-16, adopted on February 9, 2016, approving Conditional Use Permit (CU-15-09) allowing for a wireless telecommunication facility – 417 North Garfield Avenue.

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Approving the requested continuance for Conditional Use Permit (CUP-15-09) to the hearing of May 4, 2016;
- (2) Authorize the City Manager to execute a tolling agreement in a form approved by the City Attorney (and substantially in the form set forth in the attached draft agreement); and
- (3) Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The applicant, Jerry Ambrose of Eukon Group, on behalf of AT&T, is requesting a continuance of the public hearing regarding Conditional Use Permit (CU-15-09) to allow for additional time to address the items raised by the City Council at the April 6, 2016 meeting.

It is also desirable to authorize the City Manager to execute a tolling agreement with AT&T to avoid any argument that the CUP would be "deemed approved" under applicable federal and state regulations governing wireless facilities. The so-called federal and state "shot clocks" require the City to take action within certain time frames to either approve or deny a wireless facility application. If the City fails to act, applicable law can deem the application "approved." The attached draft tolling agreement would help ensure that the City and AT&T will have breathing room to continue considering the wireless facility application without worrying about federally and state imposed timelines. Staff understands that AT&T is working diligently on a proposal for the City Council and hopes to present it at the first meeting in May.

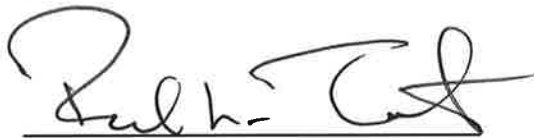
Respectfully submitted:

By:



Michael Huntley
Director of Community and
Economic Development

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

- Attachment 1: Applicant Letter dated April 13, 2016
- Attachment 2: Tolling Agreement

ATTACHMENT 1
Applicant Letter dated April 13, 2016

Subject: RE: Postponement of Monterey Park Hearing

From: WINN, BARBARA J [mailto:bw1513@att.com]

Sent: Thursday, April 14, 2016 3:37 PM

To: Mark D. Hensley; Shank, Aaron M.; VAN ECKHARDT, MICHAEL (Legal); DI BENE, JOHN (Legal)

Cc: Talbot, Paul; Tewasart, Samantha; Huntley, Michael

Subject: RE: Postponement of Monterey Park Hearing

Hi Mark,

We are agreeable to a tolling agreement and deferring to the 4th. My attorneys will be in contact to confirm the contents of the tolling agreement. They have your agreement and will be in contact asap.

Thanks for your patience.

Barb

ATTACHMENT 2

Tolling Agreement

APN: 5255-004-003
Address: 417 North Garfield Avenue
Monterey Park, CA 91754
Case No: Conditional Use Permit (CU-15-09)
Name: AT&T Wireless Telecommunications Facility

**TOLLING AGREEMENT
BETWEEN THE CITY OF MONTEREY PARK
AND
AT&T WIRELESS**

THIS TOLLING AGREEMENT ("Agreement"), is entered into between THE CITY OF MONTEREY PARK, a general law city and municipal corporation ("City") and AT&T WIRELESS ("AT&T") (collectively, the "Parties"). Each of the undersigned representatives certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind to this document the entity which he or she represents. The Parties agree as follows:

1. RECITALS. This Agreement is entered into with reference to the following facts and objectives:

- A. On October 28, 2015, AT&T filed an application with the City requesting a conditional use permit ("CUP") to authorize AT&T to construct a new bell tower wireless telecommunications facility at 417 North Garfield Avenue (Case Number CU-15-09; the "Application"). City deemed the Application complete on October 30, 2015.
- B. In order to comply with applicable law including, without limitation, the California Environmental Quality Act (CEQA), and to allow the Planning Commission (and Design Review Board) to consider the Application, the parties wish to enter into a tolling agreement.
- C. The Parties understand that this Agreement is entered into with reference to applicable federal law including, without limitation, 47 U.S.C. §332(b)(7)(B)(ii) and FCC Declaratory Ruling 09-99 (WT Docket No. 08-165), which allow the Parties to voluntarily extend the processing time periods otherwise applicable to the Application.

2. TIME EXTENSION. The parties agree that the time period within which the City's review process will be completed on the Application, under both California and federal law, is extended through **Wednesday, May 4, 2016**, (the "Extension Date"), and that no time period under California or federal law for any claim by AT&T of unreasonable or

unlawful delay in processing the Application will commence to run before the Extension Date.

3. NO ADMISSIONS. If City has not concluded its review of the Application by the Extension Date, this Agreement cannot be construed as an admission by CITY that such inability to act is unreasonable or unlawful nor can it be construed to waive or otherwise impair AT&T's rights with respect to any such claim including for AT&T right to file an "unreasonable delay" claim under 47 U.S.C. 332(c)(7)(B) within 30 days following the Extension Date. In addition, this Agreement cannot be construed to waive any claims by City regarding the validity or applicability of the requirements and deadlines established by applicable law.

4. NOTICE. Notices by one Party given to the other must be given by personal service, by facsimile transmission, if receipt is confirmed, or by overnight mail, which is accompanied by a courtesy e-mail communication that such notice has been given, addressed as follows or addressed in accordance with a written notice of change of address by either Party:

To AT&T: Jerry Ambrose of Eukon Group for AT&T
3905 State Street, #7-188
Santa Barbara, CA 93105

To City: Paul Talbot, City Manager
320 West Newmark Avenue
Monterey Park, CA 91754

5. Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, promise or inducement made by either of the Parties or an agent of the Parties that is not contained in this Agreement is valid or binding and this Agreement cannot be enlarged, modified or altered except in a writing signed by the Parties.

6. Venue. This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement is the Superior Court for Los Angeles County.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date (the date of the last signature).

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

City:

Owner:

**CITY OF MONTEREY PARK,
a Municipal Corporation**

AT&T WIRELESS

Paul Talbot, City Manager

Barbara Winn, External Affairs Director
AT&T California

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Chu Thai, Management Services Director
SUBJECT: Public Hearing to Consider Updating the City's Development Impact Fees (DIF) and Related Sections of the Monterey Park Municipal Code

RECOMMENDATION:

It is recommended that the City Council consider:

1. Reopening the continued Public Hearing of the proposed Development Impact Fee Calculation and Nexus Report;
2. Introducing and waiving first reading of an ordinance amending the MPMC to add new development impact fees and establish standards for imposing such fees;
3. Adopting Resolution ____ establishing impact fee schedules; and
4. Take such additional, related, action that may be desirable.

CEQA:

The proposed ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes fees and charges for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

EXECUTIVE SUMMARY:

This matter is a continuation of the public hearing regarding development impact fees that was first opened on April 6, 2016. Staff is bringing various impact fees forward on a department-by-department basis, and the meeting today will discuss parks, library, community activity and sports facilities. The Development Impact Fee Calculation and Nexus Report (Attachment 1) calculated the maximum amount of development impact fees ("DIFs") that could be imposed.

To authorize the imposition of these DIFs requires that the Monterey Park Municipal Code ("MPMC") be amended by the draft ordinance (Attachment 2). If adopted, the ordinance would establish these new DIFs and establish requirements procedures for their imposition upon development projects. The resolution establishing the new DIFs schedule, if adopted, would become effective 60 days after the draft ordinance becomes

effective, i.e., 90 days after second reading (the ordinance requires 30 days to become effective, the DIFs would become effective 60 days after that time).

BACKGROUND:

Figure 1 below presents General Plan Build-Out of 21,483 private residences, 1,204 commercial lodging rooms and 20,558,461 square feet of business space during total planning period anticipated by the General Plan. Monterey Park's population could grow by 3,781 residents, above the Department of Finance's population estimate of 62,063.

Figure 1: Land Use Database Build-Out Projections

Land-Use Database	Existing Development		Potential Development		General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwellings	1,886.22	11,912	27.20	114	1,913.42	12,026
Attached Dwellings	655.87	8,348	27.07	1,109	682.94	9,457
Commercial Lodging Units	2.65	500	7.02	704	9.67	1,204
Retail/Service/Office Uses	724.03	11,038,561	105.68	2,889,000	829.71	13,927,561
Manufacturing/Industrial Uses	151.30	2,306,719	23.61	1,285,000	174.91	3,591,719
Institutional Uses	278.08	3,028,291	1.00	10,890	279.08	3,039,181
Total - City Limits	3,698.15		191.58		3,889.73	
Private Residences	2,542.09	20,260	54.27	1,223	2,596.36	21,483
Commercial Lodging Rooms	2.65	500	7.02	704	9.67	1,204
Business Square Feet	1,153.41	16,373,571	130.29	4,184,890	1,283.70	20,558,461

The next step is to identify existing infrastructure and the amount of capital expansion needed. The list of capital improvements is included in chapters 3-11 of the report.

Figure 2: Existing and future Capital Improvements

(\$ Million)	Existing Capital Improvements	Capital for Future Development
Law Enforcement	\$ 19.8	\$ 2.1
Fire Suppression/Medic	22.7	2.0
Circulation	246.7 ⁽¹⁾	14.6
Water Distribution	195.4 ⁽¹⁾	7.9
Sewer Collection	36.5 ⁽¹⁾	1.2
Library Facilities and Collection	33.8	2.1
Public Meeting Facilities	37.5	2.3
Aquatics Facilities	16.5	1.0
Park Land and Improvements	36.9 ⁽²⁾	22.3
Total – All Projects	\$ 645.9M	\$ 55.5M

(1) These infrastructure totals are limited to backbone system and do not include "local" improvements, also excludes ROW costs.

(2) Excludes land costs of approximately \$124.2 million as not depreciable

The final step is to determine the fiscal burden of new development. To collect the \$55.5 million in future capital needs, we multiply the development impact fee with the number of residential units, hotel rooms, or commercial space.

Figure 3: Development Impact Fee to Support Future Development

Land Use Category	Development Impact Fee	Units/ Square Feet	DIF at Build- Out
Detached Dwelling Units	\$28,945 per Dwelling Unit	114	\$ 3,299,730
Attached Dwelling Units	\$27,983 per Dwelling Unit	1,109	31,033,147
Commercial Lodging Units	\$3,816 per Keyed Unit	704	2,686,464
Retail/Service/Office Uses	\$5.451 per Square Foot	2,889,000	15,747,939
Manufacturing/Industrial Uses	\$2.069 per Square Foot	1,285,000	2,658,665
Institutional Uses	\$1.988 per Square Foot	10,890	21,649
			\$ 55,447,594

ANALYSIS:

Schedule 2.1 of the report provides a summary of impact fees by type of fees and land use categories. Please note that the report presents to the City the maximum impact fee reasonably calculated, and that the City Council may adopt fees which are lower, but not higher.

The Quimby Act method of calculating park space presents the park land and park improvement impact fee as \$17,819 (or 62% of total impact fee of \$28,945) for each detached dwelling unit. It is \$18,076 (or 65% of total impact fee of \$27,983) for each attached dwelling units. Under the 1975 Quimby Act, cities may charge new residential development based on a standard of 3.0 acres over 1,000 residents, even if the City does not presently possess that ratio.

The City may choose an alternative method to calculate the land acquisition part of the impact fee. As policy, the City Council could maintain the City's current park land ratio of 1.3 acres per 1,000 populations, thus reducing the park impact fee to approximately \$10,000 per dwelling unit. Finally, the City Council may deem it unnecessary to purchase future park land, and zero out the park land acquisition part altogether. Doing so would reduce park impact fees to \$4,085 for detached dwelling and \$4,144 for attached dwelling units, and total impact fees will be reduced to \$15,211 and \$14,051 respectively.

The Report presents Public Meeting Facilities, Aquatics Facilities and Park Land Improvement as separate chapters to facilitate understanding and fee calculations. These three areas, however, will be combined into a single DIF for Community, Activity and Sports Facilities, Centers and Equipment.

FISCAL IMPACT:

The report calculates approximately \$55.5 million in DIFs revenue to support future development. Such revenues must be deposited in separate dedicated accounts, and the Act requires specific accounting and reporting procedures. School Districts charge separate DIFs in accordance with California law. While the City collects such fees on behalf of the School Districts, it does not have authority to alter the fee amounts.

Respectfully submitted by:



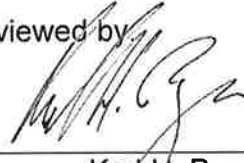
Chu Thai
Director of Management Services

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Development Impact Fee Report
2. Ordinance to Update Impact Fees
3. Resolution Adopting Development Impact Fee Schedule

ATTACHMENT 1

Development Impact Fee Report

**Development Impact Fee
Calculation and Nexus Report
For the
City of Monterey Park, California**

March 8, 2016

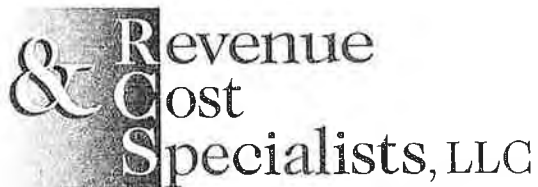


Serving Local Governments Since 1975



**Development Impact Fee
Calculation and Nexus Report
For the
City of Monterey Park, California**

March 8, 2016



Serving Local Governments Since 1975

March 8, 2016

Honorable Mayor and City Council
Via Mr. Paul Talbot City Manager
City of Monterey Park - City Hall
320 West Newmark Avenue
Monterey Park, CA 91754

RE: 2015-16 Development Impact Fee (DIFs) Calculation and Nexus Report

Honorable Mayor, Council and City Manager Talbot:

In early 2015, City staff determined it was time to update the City's combined Public Safety Development Impact Fee schedules (DIFs) and further determined it was an appropriate time to consider the impact upon the capability of the City's other infrastructure to accommodate the new demands from continued development. Revenue & Cost Specialists, L.L.C. was contracted to provide the technical expertise in the identification of capital projects and acquisitions necessary to accommodate the demands associated with new development. There have been some \$55.9 million in service capacity-increasing projects identified through this process. These capital additions are necessary in order to preserve the existing **Levels of Service (LOS)** currently offered to and enjoyed by the existing community from the diminution of those existing LOS due to the addition of new residential and business development in Monterey Park and calculate the DIFs necessary to fund those required projects.

City Council and staff, responsible for providing services to a continually expanding residential and business community, must recognize that the magnitude of the DIFs is a direct function of the nearly \$136.8 million cost of the capital projects that are identified in the *Development Impact Fee Calculation and Nexus Report (DIF)*. The need for approximately \$55.9 million of the \$136.8 million in projects identified in this report will be generated by new development leaving \$80.9 million that are either replacement projects, have other revenue sources (such as utility rates), or simply do not qualify for DIF receipts financing.

The following DIF Report recalculates and updates the DIFs for the City of Monterey Park, based on the aforementioned capital needs and the City's recently amended General Plan and its effect upon requirements for public safety, circulation, storm drainage collection, water storage and distribution and the quality of life facilities (library, parks etc.). The adoption of the updated DIFs will enable this City Council, as well as succeeding Councils, to continue to ensure that the City will be able to meet the **basic** infrastructure needs of new growth, without unduly burdening the existing population and business community for these development-generated capital costs. Adoption of the maximum DIFs contained herein and imposition upon the remaining development opportunities in Monterey Park would generate approximately \$55.5 million in a combination of public improvement dedications and revenues limited for use on the many development generated capital expansion projects.

Internet: www.revenuecost.com

Voice 714.992.9020 1519 E. Chapman Avenue • Suite C • Fullerton, CA 92831 Fax 714.992.9021

A major element in this Report is the *proportional analysis*, or comparison of what is being asked of future residents and businesses, in the form of dedicated public improvements or in lieu impact fee payments, with the replacement cost of the City's existing infrastructure (land, improvement, facilities, and equipment), contributed by the existing population and business community. The dedications, taxes and assessments contributed to date by the existing community over numerous decades of development have generated just under \$646 million (at current replacement costs) in spine (or major non-local) infrastructure or capital improvements for the City.

Infrastructure Type	Existing Capital Improvements
Law Enforcement	\$19,786,810
Fire Suppression	\$22,667,519
Circulation System (1)	\$246,707,655
Water System (1)	\$36,536,477
Sewer Collection System (1)	\$195,447,930
Library Facilities	\$33,756,050
Public Use Facilities	\$37,489,850
Aquatics Facilities	\$16,533,325
Park Infrastructure (2)	\$36,941,882
Total Depreciable Spine Infrastructure	\$645,867,498

NOTE:

(1) These infrastructure totals are limited to backbone systems and do not include "local" improvements, also excludes ROW costs. (2) Excludes land costs of approximately \$124.2 million as not depreciable.

The \$645.9 million dollar figure represents above-ground facilities (buildings) and only the back-bone portions of the major infrastructure systems and does not include any improvements included within the footprint of normal development, which would have been constructed by the developer and dedicated to the City. Inclusion of the replacement costs of these "local" system replacement costs could add anywhere from 50% to 75% to the \$645.9 million figure. The \$645.9 million is being consumed, conservatively over 100 years, at an annual rate of about \$6.46 million per year.

The recommended DIF schedules will not address all of the City's capital needs, as identified on the various schedules in this Report. As per Government Code §66000 et. seq. and fairness, DIFs cannot address existing capital deficiencies. The proposed DIFs will recognize and accommodate the needs generated by the City's growing population and business community. However, with the continued adoption of DIFs, other City discretionary revenue resources that may have been used to meet growth-generated needs for expanded services and facilities will remain available for those accumulating replacement and rehabilitation projects.

The DIFs contained herein calculate only the costs of infrastructure required to support services provided only by the City of Monterey Park. They do not include development impact fees imposed by the school district(s) or any other government agency.

The information required to develop the City's capital costs and equity data was generated by the Monterey Park staff, without whose help and cooperation, this Report would have been impossible to complete. In addition to your assistance in communicating with staff of the highest priority of this project, the following management and technical personnel were instrumental in working, with RCS to generate the information and data so critically necessary for the legal support of the DIFs.

Rey Alfonso - Assistant City Engineer
Norma Arvizu - City Librarian
Lillian Bow - Management Analyst, Fire Department
Ron Bow - Director of Public Works/Assistant City Manager
Dan Costley - Director of Recreation and Community Services
Jonathon Gin - Firefighter, (FS 61-B)
Scott Haberle - Fire Chief
Frank M. Heldman - Water Utility Manager
Michael A. Huntley - Director of Community and Economic Development
George Noriega - Cross-connection Inspector
Jim Smith - Police Chief
Chu Thai - Administrative Services Director
Cesar Vega - Civil Engineering Assistant

Without their hard work and willingness to provide the best data available, this Report could not have been completed to the degree of accuracy that it has. I would like to highlight the extraordinary staff efforts of Michael Huntley in compiling the critical land-use database information and for his timely responses to RCS's many requests for demographic information. The quality of information and resulting calculation were directly improved by his efforts. Lastly, I would also like to express appreciation to Chu Thai for his invaluable project coordination and expedition of the flow of information, in some cases on a near daily basis, between City staff and RCS, not to mention his deep understanding of development impact fee calculation and application thereof.

The *Development Impact Fee Calculation and Nexus Report* and the *Master Facilities Plan* are submitted for your review and consideration. RCS is prepared to assist in increasing the City Council's and community's understanding of this very significant part of the City's revenue structure.

Sincerely,



Scott Thorpe,
Senior Vice President

**CITY OF MONTEREY PARK
DEVELOPMENT IMPACT FEE CALCULATION AND NEXUS REPORT**

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Chapter 1

Background and Introduction

The City of Monterey Park has retained Revenue & Cost Specialists to undertake a comprehensive cost calculation of the City's development impact costs while achieving *General Plan build-out*. The development impact cost calculations are intended to identify the cost of accommodating continued development in such a fashion as to not decrease the levels of service currently enjoyed by the City's existing residents and businesses. The development impact cost calculations can then be formalized into a Development Impact Fee (henceforth where appropriate, referred to as **DIFs**) schedule by the City Council.

The Importance of Capital Infrastructure. The Levels of Service (often referred to as the **LOS**) of any one City infrastructure is based upon (or limited by) the capacity of that infrastructure to support the City's residents or businesses. The design of any municipal project has a finite capacity, such as a four lane road, a 30" storm drainage pipe or a 10,000 square foot library. Each is designed to meet the needs of a defined number of users. A street segment can only handle so many vehicles per hour, especially at a speed that makes it worth using for driving over longer distances. A storm drainage pipe that is 30" line simply cannot handle storm flows twice its capacity. A library can hold just so many collection items and serve only so many patrons. Doubling the number of librarians cannot make up for limited library space. A municipality with 0.40 square feet per resident of library space will be able to serve more residents than a municipality limited by a 0.10 square feet standard of space per resident.

Consider the labor intensive service of a law enforcement officer. Regardless of the quality and capabilities of an agency's law enforcement officers, a law enforcement department remains highly dependent upon its infrastructure capacity. A law enforcement station of 7,500 square feet will have capacity to support roughly thirty law enforcement officers at about 250 square feet per officer. If the police station size remains constant at 7,500 square feet but the officer complement doubles to sixty law enforcement officers, the station will become exceedingly dysfunctional. The same holds true for police response vehicles and police specialty equipment. If a City adds thirty additional officers but cannot add station space, vehicles and specialty equipment, the City has dealt with a portion of the service equation. They have achieved little.

On the opposite side, if you add all of the above capital needs, but do not add additional sworn officers, the result would probably be limited to a minor improvement in response times.

Good municipal service takes a balance of staff and infrastructure. However, make no mistake about it, the amount of and complexity of any infrastructure defines (in part or all) of the level of service (LOS). This makes the one-time DIF financing of any City's infrastructure that much more important. It takes a balance of infrastructure and on-going staffing to accommodate development with the law enforcement responses within the desired standard. It will take additional properly equipped officers, law enforcement station space, response and support vehicles and specialty equipment. The importance of having a properly calculated and

documented DIF schedule in order to accommodate development-related demands cannot be over-stated. The same concept holds true for the two labor-intensive public safety services and the infrastructure-intensive services such as circulation, storm drainage collection, potable and recycled water distribution and sewer collection. Of course, the DIFs can only be used for the capital acquisitions, the ongoing labor staffing costs will need to come from other sources.

PROPORTIONAL ANALYSIS

A helpful component of this Report is the proportional analysis of the infrastructure needs required to accommodate continued development of the City as compared to the existing infrastructure that has been generated through years of taxes and other contributions and currently serves the existing community. This proportional analysis is intended to recognize and reconcile the difference between the City's desired level of service required of new development, per statements in the various General Plan elements, with that of the *de-facto*, or actual level of service provided to the existing community. The inclusion of the proportional analysis will assist the City Council in adopting a DIF structure that recognizes inter-generational equity and assists the Council in making the difficult policy decisions regarding the required capital additions needed to accommodate new development by increasing the lay-person's understanding of *fairness*.

The proportional analysis is important, if for no other reason, than for community inter-generational equity, i.e., fairness in the infrastructure investment that has been made by existing residents and businesses with those of new residents and businesses that wish to use the existing infrastructure. As an example, new development can be required to expand the number of arterial and collector lane miles in the City but new development immediately benefits from the use of Garvey Boulevard which was constructed so many years ago just as an existing citizen can use a newly constructed arterial street segment. In short, previous generations of businesses and residents have contributed to the development of the City infrastructure and this fact should be recognized by future residents and businesses by contributing a similar amount of capacity towards completing the various infrastructure systems.

It is one thing to identify the many public improvement projects needed through build-out. It is an entirely different thing to assume that all of the identified improvements are required to meet the demands of the new development. Clearly, some projects will be *replacements* of the existing infrastructure while others will be *capacity increasing* projects. Within the category of the latter, they may also be further classified into two categories;

1. Projects dealing with existing deficiencies, i.e., projects required regardless of whether there is additional development or not. An example would be a water pump that needs to be replaced or up-sized regardless of development.
2. Projects required as a result of the need to accommodate future development. An example of this would be a signal that is currently controlled quite adequately by stop signs, but because of development in the near and *downstream* areas will ultimately need to be signalized.

This Report provides the documentation of the City's costs which serve as the basis for calculating DIFs. The potential DIF Schedules and related information can be found in Chapters 3 through 11 and Appendices A, B, C and D of this Report.

RCS staff has worked with Administrative Services, Law Enforcement, Fire Suppression/Medic, Community Development, Recreation and Community Services and the Public Works Department operations and engineering staff to generate and review the supporting data which forms the calculation of the Development Impact Fee Schedule. The results of this review are found on the schedules located at the end of each Chapter.

Development Impact Fee Structure. The General Plan provides a range of potential densities for residential development, as such, the DIFs for residential uses need to be calculated on a *per dwelling unit basis* to reflect more accurately the impacts from a specific development. For example, a property zoned as detached dwelling residential development may contain from three to six units per acre. If fees are calculated on an acreage basis, the developer proposing three units per acre will pay the same amount as a developer constructing six units per acre. Similarly, fees are calculated on a square footage basis for business (retail/service, office and industrial, etc.) parcels to reflect the impacts of different building intensities for these types of development. Some of the infrastructures have optional fee structure recommended for unusual developments, such as a parking structure, which in itself does not create demand beyond additional storm drainage run-off, where the structure required the additional parking does.

A second reason for the proposed DIF fee structure recommended in this Report involves the issue of building expansion or intensification of retail, office and industrial areas. For example, if a property owner of retail/service or industrial property proposes an expansion to his building, the question exists about how to charge this proposed expansion for its impact on the City's streets, storm drainage system, and other infrastructures. A fee calculated on a building square footage basis simplifies this calculation.

CALCULATION OF DEVELOPMENT IMPACT FEES

In California, State legislation sets certain legal and procedural parameters for the charging of these fees. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections 66000 through 66009. This State law went into effect on January 1, 1989.

Government Code §66000 requires documentation of projects to be financed by Development Impact Fees prior to their levy and collection, and that the monies collected actually be committed within five years to a project of direct benefit to the development which paid the fees. Many states have such controlling statutes. Specifically, Government Code §66000 require the following process:

1. 66001 "(1) Identify the purpose of the fee." Throughout the report this finding will be referred to as: **The purpose of the fee.**

2. 66001 "(2) Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged." Throughout the report this finding will be referred to as: **The use of the fee.**
3. 66001 "(3) Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed." Throughout the report this finding will be referred to as: **The relationship between the use of the fee and type of development paying the fee.**
4. 66001 "(4) Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed". Throughout the report this finding will be referred to as: **The relationship between the need for the public facility and the type of development project.**
5. 66001 (4) "(b) In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed." Throughout the report this finding will be referred to as: **The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project.**

This Report, with some additions, utilizes the basic methodology consistent with the above requirements of Government Code §66000. Briefly, the following steps were undertaken in the calculation of DIFs for the City:

1. Define the level of service desired within the General Plan area for each project or acquisition identified as necessary. In some areas, certain statistical measures are commonly used to measure or define an acceptable level of service for a category of infrastructure. Street intersections, for instance, are commonly rated based on a Level of Service scale of "A" to "F" developed by transportation engineers. Most agencies adopt a LOS of "C".
2. Review the City's land use map and determine the existing mix of land uses and amount of undeveloped and developed land. The magnitude of growth and its impacts can thus be determined by considering this land use data when planning needed infrastructure. This inventory can be found in Table 2-1 in Chapter 2 and Appendix B.
3. Identify all additions to the capital facilities or equipment inventory necessary to maintain the identified levels of service in the area. Then,

determine the cost of those additions. An infrastructure *Master Plan* is the preferred form of data but other current documents suffice.

4. Identify a level of responsibility, identifying, as termed in this Report, the relative need (or as referred to in the accompanying schedules as "Percent Need") for the facility or equipment necessary to accommodate "growth" as defined, and as opposed to current needs.
5. Distribute the costs identified as a result of development growth on a basis of land use. Costs are distributed between each land use based on their relative use, or *nexus*, of the capital system. For example, future street costs were distributed to each land use based on their trip generation characteristics.

OTHER ASSUMPTIONS OF THE REPORT

In addition to the land use assumptions contained in the next Chapter of this Report, other important assumptions of this study include the following:

"Normal" Subdivision Improvements Omitted. "Local" public improvements generally associated with and identified as being the sole responsibility of the developer through the subdivision or development review process are not included in either of the project lists or consequent calculations. This type of "on site" and immediately adjacent improvement would include all such capital construction within the boundaries of any development, such as street lights, curb, gutter, sidewalks, neighborhood streets and all local utility pipes. These improvements would continue to be the direct responsibility of the developer, with or without the addition of DIFs.

Land Acquisition Costs. Land acquisition cost estimates have been developed after discussions with City officials over recent acquisitions or current negotiations. Arguments for higher or lower costs can be made; however, the herein contained per acre amounts appear to be the most appropriate current figure for the purposes of this study. Land acquisition costs (\$1,500,000/acre) for park land has been based upon the acquisition of residential parcels typically contiguous to the parks. Land costs for other city buildings such as public safety, public use and law enforcement (if any) are also based the \$1,500,000 per acre cost with the lone exception being acquisition of typically unusable open space at \$2.00 a square foot. However, any significant increase in local land costs will render the proposed impact fees ineffective at meeting their financial project capacity accommodating goals and need to be dealt annually to adjust for the marked swings that can occur to land acquisition costs in rapidly growing areas.

Existing Development Impact Fee Schedules. There is a DIF schedule for the acquisition of parks and park improvements. There is a second DIF schedule identified as the "Public Safety Fee" supporting both the law enforcement services and fire suppression/medic services. Since this report recommends establishing a separate impact fee schedule for each of the two very different services, the Public Safety positive fund balance of \$145,126 has been split evenly between the two.

CHAPTER ORGANIZATION

Within each "hard infrastructure" Chapter (Chapters Three through Seven) there will be a minimum of three cost/fee tables. They will be:

The first schedule, the ***Allocation of Project Cost Estimates*** identifies the projects, their costs and the relationship, in an allocation percentage, to future development. These schedules will begin with the number x.1 as in 3.1, 4.1, 5.1 etc.).

Minimum Needs-based Impact Costs - This schedule will calculate the DIF schedule that would need to be adopted to meet the minimal capital needs identified in the Report (on the second schedule at the end of the Chapter, i.e., 3.2, 4.2, 5.2 etc.) for that infrastructure but limited to the General Plan needs. Strictly speaking this schedule is a calculation of the development impact **costs**, suitable to be adopted as development impact **fees**, by the legislative body, in this case the Monterey Park City Council

With adoption of this level of DIFs, one could claim that new development is occurring without any additional cost to the existing residents and businesses. You could not, however, necessarily claim that new development has paid its fair share.

Existing Community Financial Commitment Comparison This schedule, while not an impact fee calculation, identifies the cost (in current nominal dollar value) of the existing infrastructure, including land, physical improvements and capital equipment. The distribution of this replacement value equity total over the existing developed community is the average amount that has been invested by the community of residents and businesses and is a good indication, or comparison, with what could be imposed upon new development. This financial commitment will be expressed in terms of the cost to reconstruct or fully replace the assets at current replacement costs. Significant differences between this schedule and the General Plan Minimum Needs-based DIF rate schedule would certainly be worth additional analysis. These Schedules would be numbered 3.3, 4.3, 5.3, etc.

If the average equity (for a detached dwelling for example) on this *Existing Community Financial Commitment Comparison* Table is greater than the average cost on the previous *Minimum Needs-based* Table, then that infrastructure system is front-ended with more of the system, say 80% of it has been constructed while only at 50% of General Plan build-out and it likely has excess capacity at that point in time. The excess capacity is the result of earlier residents and businesses of the community having financed more of the system than will be necessary by the remaining un-built portions of the community. The existing community has advanced money to build capacity into the infrastructure system to meet the needs of residents and businesses not yet there. This table is intended to be instructive to the policy-makers rather than legal.

Chapter 2 Demographics and Findings

This Chapter represents the beginning and end of the DIF calculation process. It begins with an inventory of fully developed, undeveloped and under-developed units and acreage within the City and concludes with a summary of recommended DIF schedules with detailed infrastructure explanations in the following chapters of this Report.

Land Use Database. This Report contains an inventory of fully developed, undeveloped and underdeveloped land within the City limits of Monterey Park and is based upon the City's General Plan. The Undeveloped parcels, identified as *Potential Development*, combine to form the base for the distribution of the estimated costs of the service-expanding capital projects necessary to accommodate that same anticipated development. Without the expansion projects, the City may be unable to fully accommodate that new development effectively reducing the current LOS to the existing population. The *developed* land inventory forms the base for distributing the replacement costs of the existing infrastructure. This action provides the basis for comparison with the proposed DIF schedules and for the *de facto* identification of the many existing Levels of Service (LOS) currently provided by the City's existing spine infrastructure conservatively valued at between \$600 and \$700 million. Table 2-1, is the resulting inventory of all private land uses contained within the City and are based on the General Plan's land use inventory. Table 2-1 follows:

**Table 2-1
Detailed Land Use Inventory**

Total - Land-use Database	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwelling Units	1,886.22	11,912	27.20	114	1,913.42	12,026
Attached Dwelling Units	655.87	8,348	27.07	1,109	682.94	9,457
Commercial Lodging Units	2.65	500	7.02	704	9.67	1,204
Retail/Service/Office Uses	724.03	11,038,561	105.68	2,889,000	829.71	13,927,561
Manufacturing/Industrial Uses	151.30	2,306,719	23.61	1,285,000	174.91	3,591,719
Institutional Uses	278.08	3,028,291	1.00	10,890	279.08	3,039,181
Total - City Limits	3,698.15		191.58		3,889.73	
Private Residences	2,542.09	20,260	54.27	1,223	2,596.36	21,483
Commercial Lodging	2.65	500	7.02	704	9.67	1,204
Business Square Feet	1,153.41	16,373,571	130.29	4,184,890	1,283.70	20,558,461

DIF Land Use Types Definitions. This Report classifies private development into one of two residential *DIF Land use types* or one of four different business-based *DIF Land use types*. For purposes of the Report, the term *DIF Land use Type* will refer to one of the six broad types under which the City's specifically defined zoning code *land uses* will fall into. These *DIF land use types* are defined following:

Residential Land Uses:

- **Detached Dwelling Units (residential)** Corresponds to an allowable use within the City's land use designation of **Single Family Residential (R-1)**.
- **Attached Dwelling Units (residential)** - Corresponds to an allowable use within the City's land use designation of both **Medium Multiple Residential (R-2)**, and **High Density Residential (R3)**. The City has very few mobile home dwelling units in mobile home parks and thus these units were merged into this category.

Business/Commerce Land Uses:

- **Commercial Lodging** - This category does not have a separate corresponding designation within the Zoning Code but is separated due to nexus requirements.
- **Retail/Office/Service Uses** - As utilized in this Report, Commercial uses include the general category of retail services and thus includes outlets ranging from restaurants to auto repair shops to shopping centers. This category includes the relevant portions of the **Neighborhood Shopping (N-S)**, **Shopping Center (S-C)**, **Central Business Commercial (C-B)**, **Service Commercial (SC)**, **Highway Commercial (HC)**, **Regional Specialty (R-S)**, **Commercial Services (C-S)**, **Commercial Professional (C-P)**, **Office Professional (O-P)** and incidentally in some **Office Professional (O-P)**..
- **Manufacturing/Industrial Uses** - This category contains all businesses engaged in Light manufacturing or industrial development in the single industrial zone such as **Office Professional (O-P)**.
- **Institutional Uses** - This DIF land use category consists of schools, churches and clubs and fraternal organizations.

Definitions of DIF Application Categories Status. For each of the DIF land use types detailed above and on Table 2-2, acreage is categorized as either *Existing Development* or *Potential Development*. Definitions regarding the status of each land use are as follows:

Existing Development in Acres/Units – This column title reference identifies land in the City which is developed or land which has received a building permit but may not yet be constructed. Acreage in this category may include non-conforming use areas of the City which contain extensive development or before changes to the General Plan were made.

Development Potential in Acres/Units – The title refers to all non-public vacant acreage located within the City. This category also includes the acreage any vacant parcel.

Table 2-2 provides a summary of the detailed land use inventory, limited to privately held property, provided on Table 2-1. Staff's land use inventory reveals that there are presently 3,698.15 acres of privately-held developed land (about 95.1% of all privately owned acreage in the City) within the City's current boundaries. Conversely, there remain 191.58 acres of vacant

or under-developed land (or about 4.9% of all privately owned acres in the City. Acreage designated for Retail/Service/Office development constitutes the greatest amount (2.7%) of all vacant land uses.

Table 2-2
Summary of the City of Monterey Park's
Developed and Potential Development Acreage

DIF Land Use Type	Existing Developed Acres	% of Total Private Acres	Potential Development Acres	% of Total Private Acres	Total Private Acres
<i>Detached Dwelling Units</i>	1,886.22	48.5%	27.20	0.7%	1,913.42
<i>Attached Dwelling Units</i>	655.87	16.9%	27.07	0.7%	682.94
<i>Commercial Lodging Units</i>	2.65	0.1%	7.02	0.2%	9.67
<i>Retail/Service/Office Uses</i>	724.03	18.6%	105.68	2.7%	829.70
<i>Manufacturing/Industrial Uses</i>	151.30	3.9%	23.61	0.6%	174.91
<i>Institutional Uses</i>	278.08	7.1%	1.00	0.0%	279.08
Total Acres	3,698.15	95.1%	191.58	4.9%	3,889.73

POPULATION PROJECTIONS

A second component in determining the magnitude of impact of future development and the necessary facilities needed to mitigate that impact is a realistic assessment of the build-out population of the City. Many of the facilities contained in this Report are sized according to either the estimated population at theoretical "build-out" or upon service levels which are based in part upon an estimation of the population to be served. Library facilities, parks and recreation facilities and community center facilities and equipment are examples of cost areas which rely heavily on population projections to determine space and facility needs. Park standards are usually stated in terms of the number of acres of park land per 1,000 persons, for instance.

There are at least two generally accepted methods for projecting future population levels in a City: (A) past growth trends projected forward and (B) population holding capacity based on the General Plan land use element. Each of these methods can be useful even though both possess certain limitations. There are several flaws in projecting the build-out population of a community using the past growth trends methodology. While this method is relatively simple and easy for the general public to understand, it does not give consideration to when an area is actually built out. Eventually there comes a point in time where the amount of available land to build on is negligible. This technique does not help explain when that point is reached. Also, the past growth trends approach is not sensitive to policy changes made by Council or land use issues contained in the City's General Plan. For these reasons, this technique is more useful in projecting short-term population levels and should not be used to forecast the built-out population of an area. Thus, this Report relies on the methodology of **holding-capacity** (described following) to project future service levels and facility requirements.

Holding Capacity Analysis. The methodology used in this Report to forecast the built-out population of Monterey Park is the current holding capacity approach. This method calculates the sum of existing development and potential development allowable under current land use regulations, using average densities found in the City.

The first step in projecting the City's population using the holding capacity approach is to inventory the remaining undeveloped acres within the City limits, which was previously accomplished in Tables 2-1 and 2-2 of this Chapter. The next step is to estimate the potential dwelling units allowed per acre and then multiply the potential number of units by the average number of residents per unit. There are very few mobile home dwelling units within the City and are included in the Attached Dwelling Unit category.

The number of persons per unit for new residential units is based on the 2000 U.S. Census and ranges from 3.052 and 3.096 persons for detached dwellings and attached dwelling units respectively. The 2000 Census data is used over the recently released 2010 Census due to a change in reporting the data, eliminating the ability to recognize differing types of residential structures. Additionally, the results of the 2010 census were impacted by the economic factors of the time which appears to have increased dwelling density data temporarily higher.

Based on these 2000 Census dwelling density data, future residential development can be expected to generate somewhere from 3,614 to 3,781 additional residents⁽¹⁾ to the City of Monterey Park, joining the 62,063 citizens already living in City, resulting in a total estimated population at build-out (based upon the inclusion of existing City limits) of approximately 65,761 residents. The higher number is based upon full occupancy of all new dwelling units and the lower figure is based upon the historical occupancy levels at the time of the census count. The projected 65,761 population is the average of the high and low figures previously mentioned.

Table 2-3 following uses the additional housing projected in the Land Use Database and estimates the additional potential population for the City of Monterey Park through General Plan build-out. The number of potential new dwelling units was calculated by multiplying the amount of vacant acreage for each land use zone by the average densities (i.e., number of units allowed per acre) indicated in the City's General Plan.

The estimated General Plan build-out population of 65,761 (average between the high of 65,844 and the low of 65,677) or more residents using this holding capacity approach is typically lower than the population can be forecasted based on the mathematical models described previously. This implies that either the City's period of residential build-out will actually take 25 to 30 years or that the City's growth rate will increase from recent historical levels.

[This space left vacant in order to place the following table on a single page].

¹ Depending upon the vacancy factor based upon the average of 96.6% for all residences.

Table 2-3
City of Monterey Park
Development Impact Fee Detail
Average Residential Dwelling Occupancy
2000 United States (Special) Census Data (1)

Existing Residential	Total Units	Vacant Units	Occupied Units	Total Number of Occupants	Average Occupancy	Percentage Occupied
Detached Dwelling Units						
Detached Dwellings	11,534	253	11,281	34,430	3.052	97.81%
Attached Dwelling Units						
Attached Dwelling Units	2,203	104	2,099	7,062	3.364	95.28%
Duplex to Quadplex Units	2,041	78	1,963	6,546	3.335	96.18%
Five to Forty-nine Units	3,595	163	3,432	9,878	2.878	95.47%
Fifty or More Units	731	72	659	1,619	2.457	90.15%
Mobile Home Dwelling Units	1,516	60	1,456	4,647	3.192	96.04%
Average	10,086	477	9,609	29,752	3.096	95.27%

Existing - State Department of Finance 01/01/14 Population	62,063
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<i>G.P. Build-out Population At Historic Occupancy Rates</i>	<i>Anticipated Units</i>	<i>Occupancy Rate</i>	<i>Probable Occupancy</i>	<i>Dwelling Density</i>	<i>Anticipated Population</i>
Potential Detached Dwellings	114	97.81%	112	3.052	342
Potential Attached Dwellings	1,109	95.27%	1,057	3.096	3,272

Population to be Added Via Development at Historic Occupancy Rates	3,614	3,614
Current State of California Department of Finance Population		62,063
Potential "Build-out" Population, at Historic Vacancy Rates.		65,677

<i>G.P. Build-out Population At 100% Occupancy Rate</i>	<i>Anticipated Units</i>	<i>Occupancy Rate</i>	<i>Probable Occupancy</i>	<i>Dwelling Density</i>	<i>Anticipated Population</i>
Potential Detached Dwellings	114	100.00%	114	3.052	348
Potential Attached Dwellings	1,109	100.00%	1,109	3.096	3,433

Population to be Added Via Development at 100% Occupancy	3,781	3,781
Current State of California Department of Finance Population		62,063
Potential Maximum "Build-out" Population.		65,844

Population at General Plan Build-out @ Low per Dwelling Resident Densities	65,677
Population at General Plan Build-out @ High per Dwelling Resident Densities	65,844
Average Population at General Plan Build-out	65,761

(1) Summary File 3 (SF3), available at <http://factfinder.census.gov>

(2) Current population based upon State of California Department of Finance data.

SUMMARY OF FINDINGS

City staff and RCS have identified over \$136,826,880 million in needed and master planned capital improvement projects required through the City's General Plan including both projects related to existing deficiencies and those needed solely to support future growth. Roughly 40.8% or about \$55,857,095 of the total project list is required as the result of accommodating development. Table 2-4 indicates the capital project costs by area.

Table 2-4
Total City-wide General Plan Build-out
Capital Requirements

Infrastructure Type	Total – All Projects
Law Enforcement System	\$2,169,401
Fire Suppression/Medic System	\$2,708,193
Circulation (et. al.) System	\$14,550,000
Water Storage/Distribution System	\$85,035,374
Sewer Collection System	\$4,670,000
Library Facilities and Collection	\$2,056,796
Public Use Meeting Space	\$2,285,155
Aquatics Centers	\$1,007,607
Park Land Acquisition/Improvements	\$22,344,354
Total – All Projects (rounded)	\$136,826,880

The adoption of the recommended DIF schedule amounts supported by the calculations in this Report (Schedule 2.1) would finance a great deal of the development-generated capital facilities by generating upwards to \$55.5 million in additional DIF revenues available to fund growth-related capital projects.

DIFs Summary. Based on these costs and the schedules found at the end of each of the remaining chapters of this Report, costs attributable to future development were derived on a per unit basis for residential land uses and on a per square foot of pad basis for business land uses. Schedule 2.1, found at the end of this Chapter, provides a summary of the recommended DIF schedules for each type of infrastructure and land use category. The total recommended maximum DIFs for each of the six DIF Land Use Types within the General Plan area are summarized as following.

[This space left vacant in order to place the following table on a single page].

Table 2-5
Summary of Proposed Development Impact Fees
for the City's General Plan Area

DIF Land Use Type	Recommended Development Impact Fees
Detached Dwelling Units	\$28,945/Unit
Attached Dwelling Unit	\$27,983/Unit
Commercial Lodging (Keyed) Unit	\$3,816/Unit
Retail/Service/Office Uses Square Foot	\$5.451/S.F.
Manufacturing/Industrial Square Foot	\$2.069/S.F.
Institutional Square Foot	\$1.988/S.F.

Specific DIF schedule rates for each land use can be found at the end of each chapter relating to each infrastructure. Schedule 2.1 at the end of this Chapter also identifies the probable development impact fee revenue, the estimated capital cost total and the difference, by individual infrastructure type (e.g. fire). Schedules 2.1 requires two pages to summarize the many infrastructures, identify the individual Infrastructure DIFs and combined DIFs by DIF land use Type and provide a calculation of the potential collection through build-out at the proposed *Minimum-Needs-based DIF* schedules and the cost of the total infrastructure needs.

FORMAT OF THIS REPORT

The following chapters of this Report contain the detailed information relative to the calculation of DIFs recommended by RCS for the entire City. Appropriate textual explanations are contained in each chapter with a chapter devoted to each of the nine sets of cost schedules, listed following, and four appendices, the first of which contains a summary of DIF recommendations.

- CHAPTER 3 - Law Enforcement Facilities, Vehicles and Equipment
- CHAPTER 4 - Fire Suppression/Medic Facilities, Vehicles, and Equipment
- CHAPTER 5 - Circulation (Streets, Signals and Bridges) System
- CHAPTER 6 - Water Storage and Distribution System
- CHAPTER 7 - Sewer Collection System Facilities
- CHAPTER 8 - Library Facilities Space and Collection Items
- CHAPTER 9 - Public Use (Community Center) Facilities
- CHAPTER 10 - Aquatics Centers
- CHAPTER 11 - Park Land and Open Space Acquisition and Park Facilities Development
- APPENDIX A - Summary of Recommendations
- APPENDIX B - Expanded Land Use Database
- APPENDIX C - Master Facilities Project List
- APPENDIX D - Detailed Park Improvement Units costs/Average Cost per Acre

NOTE REGARDING TEXTUAL MATHEMATICS: *It is important to note that the use of a computer provides for calculations extending to a large number of decimal points. Such data, when included in text and supporting textual tables, is often rounded to usually no more than two or three decimals for clarity and thus may not be replicated to the necessary degree of accuracy as the spreadsheet schedules at the end of each chapter. If questions arise between the tables and schedules, the schedules at the end of the chapter will prevail as the more accurate. The schedules at the end of the Chapter are instructive to adoption options. The tables within each infrastructure text chapter are summaries of the schedules at the end of that chapter and are illustrative.*

END OF CHAPTER TEXT

Schedule 2.1

City of Monterey Park at General Plan Build-out Costs
 Summary of Development Impact Costs By Type of Fee (continued on next page)
 (Costs per Residential Type Dwelling Unit, or Business Type Square Foot)

Land-use Category	Law Enforcement Facilities	Fire Suppression/ Medic Facilities	Circulation System Facilities	Water Distribution System	Sewer Collection System	Library Facilities and Collection Items
	Schedule 3.2	Schedule 4.2	Schedule 5.2	Schedule 6.2	Schedule 7.2	Schedule 8.1
Calculated Development Impact Costs						
Detached Dwelling Units	\$584	\$711	\$1,990	\$3,096	\$428	\$1,660
Attached Dwelling Units	\$559	\$464	\$1,254	\$2,855	\$395	\$1,684
Commercial Lodging Units	\$212	\$423	\$1,047	\$1,858	\$257	No Fee
Retail/Service/Office Uses	\$0.411	\$0.389	\$3.573	\$0.854	\$0.153	No Fee
Manufacturing/Industrial Uses	\$0.056	\$0.021	\$1.450	\$0.429	\$0.077	No Fee
Institutional Uses	\$0.081	\$0.059	\$0.977	\$0.587	\$0.105	No Fee
Potential Collection with Maximum Supportable Fees						
Detached Dwelling Units	\$66,576	\$81,054	\$226,860	\$352,944	\$48,792	\$189,240
Attached Dwelling Units	\$619,931	\$514,576	\$1,390,686	\$3,166,195	\$438,055	\$1,867,556
Commercial Lodging Units	\$149,248	\$297,792	\$737,088	\$1,308,032	\$180,928	NA
Retail/Service/Office Uses	\$1,187,379	\$1,123,821	\$10,322,397	\$2,467,206	\$442,017	NA
Manufacturing/Industrial Uses	\$71,960	\$26,985	\$1,863,250	\$551,265	\$98,945	NA
Institutional Uses	\$882	\$643	\$10,640	\$6,392	\$1,143	NA
Total	\$2,095,976	\$2,044,871	\$14,550,921	\$7,852,034	\$1,209,880	\$2,056,796
Potential DIF Schedule Receipts	\$2,095,976	\$2,044,871	\$14,550,921	\$7,852,034	\$1,209,880	\$2,056,796
Less: Other Resources	\$72,563	\$72,563	\$0	\$77,182,526	\$3,459,511	\$0
Financial Resource Total	\$2,168,539	\$2,117,434	\$14,550,921	\$85,034,560	\$4,669,391	\$2,056,796
Required Capital Total	\$2,169,401	\$2,708,193	\$14,550,000	\$85,035,374	\$4,670,000	\$2,056,796
Over or (Under) Collection (Note 1)	-\$862	-\$590,759	\$921	-\$814	-\$609	\$0

Schedule 2.1

City of Monterey Park at General Plan Build-out Costs
Summary of Development Impact Fees By Type of Fee
(Costs/Fees per Residential Type Dwelling Unit, or Business Type Square Foot)

Land-use Category	Public Meeting Facilities	Aquatics Facilities and Improvements	Park Land and Park Improvements	Development Impact Cost Total Per Unit or Square Feet
	Schedule 9.1	Schedule 10.1	Schedule 11.1	
Calculated Development Impact Costs				
Detached Dwelling Units	\$1,844	\$813	\$17,819	\$28,945 per Dwelling Unit
Attached Dwelling Units	\$1,871	\$825	\$18,076	\$27,983 per Dwelling Unit
Commercial Lodging Units	No Fee	No Fee	\$19	\$3,816 per Keyed Unit
Retail/Service/Office Uses	No Fee	No Fee	\$0.071	\$5.451 per Square Foot
Manufacturing/Industrial Uses	No Fee	No Fee	\$0.036	\$2.069 per Square Foot
Institutional Uses	No Fee	No Fee	\$0.179	\$1.988 per Square Foot
Potential Collection with Maximum Supportable Fees				
Detached Dwelling Units	\$210,216	\$92,682	\$2,031,366	\$3,299,730
Attached Dwelling Units	\$2,074,939	\$914,925	\$20,046,284	\$31,033,147
Commercial Lodging Units	NA	NA	\$13,376	\$2,686,464
Retail/Service/Office Uses	NA	NA	\$205,119	\$15,747,939
Manufacturing/Industrial Uses	NA	NA	\$46,260	\$2,658,665
Institutional Uses	NA	NA	\$1,949	\$21,649
Total	\$2,285,155	\$1,007,607	\$22,344,354	\$55,447,594
Potential DIF Schedule Receipts	\$2,285,155	\$1,007,607	\$22,344,354	\$55,447,594
Less: Other Resources	\$0	\$0	\$0	\$80,787,163
Financial Resource Total	\$2,285,155	\$1,007,607	\$22,344,354	\$136,234,757
Required Capital Total	\$2,285,155	\$1,007,607	\$22,344,354	\$136,826,880
Over or (Under) Collection	\$0	\$0	\$0	-\$592,123

Chapter 3

Law Enforcement Facilities, Vehicles and Equipment

The Existing System of Law Enforcement Assets or Infrastructure. The Monterey Park Law Enforcement staff operates out of a 20,205 square foot facility. At 281 square feet per each of the seventy-two sworn officers, the facility generally meets the Department's needs but is unlikely to be able to absorb additional officers without the potential of creating some managerial dysfunctions. The Department has been allotted thirty parking spaces in the City's parking structure.

The Department has fifty-eight miscellaneous vehicles with specialty electronic and safety equipment. The seventy-two sworn officers each are assigned specialty equipment such as various leathers, armament, clothing, and safety apparel. The Department is heavily invested in computer, communications and specialty equipment. The last asset is the previously mentioned \$72,563 portion in the existing Public Safety DIF fund balance. The combined assets, or community-wide infrastructure commitment to law enforcement is \$19,786,810. The relevance of this community investment will be explained later in this chapter.

Demand Upon Infrastructure Created by the Development of Underdeveloped or Vacant Parcels. Residents and businesses benefit from law enforcement services in three ways: directly, indirectly and through standby availability. Direct services are those where a resident or business owner requires a direct response, usually as a result of having to deal directly with a law enforcement issue. Direct service results in the form of a law enforcement officer contacting the victim. Indirect benefits such as crime prevention programs, free patrol time and other law enforcement programs that indirectly serve all businesses, citizens and visitors, are impossible to calculate for a specific beneficiary. An example of indirect benefit would be the apprehension of a burglar in your neighbor's residence yesterday. Had the burglar not been apprehended today, that burglar may have been in your home the next day as a direct issue. Most residents and businesses may go for many years before ever requiring a law enforcement call-for-service response. Stand-by services indicates that the Police Department exists on stand-by and is capable of responding to your needs, if needed, even if not. However, these fortunate residents and businesses still benefit from law enforcement services, if in no other way than by the knowledge that a law enforcement officer is available, through adequate planned stand-by capacity, to serve or respond if required.

The development of vacant or underutilized parcels into residential or business units will generate more calls by creating more direct calls-for-service, more areas requiring preventive patrol, and in general, more opportunities for more criminal problems to be created. The newly added residents and business owners occupying those residences and businesses will create the increase in law enforcement calls-for-service. More residences and businesses will mean more responses to crimes, traffic collisions, noise complaints and miscellaneous related incidents that will occur in the new residences and businesses. If the law enforcement response capabilities (the base) are not expanded, then the increasing number of calls-for-service (the rate) will reduce the amount of "free" hours available for preventative effort. This inability to expand the capabilities (or capacity) would ultimately drive an otherwise effective operation into

a reactionary mode. The additional calls-for-service would act to reduce the amount of time for training, planning, pro-active prevention and other non-direct services.

The purpose of the fee. Additional law enforcement calls-for-service are expected from new development, and the cost of adding law enforcement officers necessary to accommodate these calls-for-service demands can be determined. These new costs can be translated to a fee, or an amount, necessary to be collected to offset the added costs of the required additional law enforcement space, vehicles and specialty equipment. Providing that the fee is adopted and imposed, new development will finance its proportional capital costs of capital expansion of the law enforcement facility capacity. The continued annual salary and benefit costs for any additional officers will need to come from increases in property and sales taxes generated by the new residences and businesses and their occupants or possibly a CFD.

The use of the fee. The revenues raised from a properly calculated and legally-supported Law Enforcement DIF schedule would be limited to capital costs related to that growth. The fees would be used to expand the law enforcement facility, increase the number of response and investigator's vehicles, and properly equip additional officers. Conversely, the law enforcement DIF receipts cannot be used to *replace* existing space, vehicles or equipment.

LW-001, Law Enforcement Facilities Expansion – The current space standard is 281 square feet of station space per officer (20,205 square feet divided by the seventy-two sworn officers). The additional nine officers necessary to maintain the current level of service would require an additional nine officers X 281 square feet (nine additional officers X 281 square feet = 2,529 square feet) to maintain the existing level of service. The cost of 2,529 square feet would be approximately \$1,473,400. If the nine additional officers are hired without any increase in operational space, the space standard would be reduced to about 247 square feet per officer.

LW-002, Law Enforcement Parking Structure Expansion – This project consists of the acquisition of four additional parking structure parking spaces dedicated for law enforcement response vehicles (and personal vehicles while working) at an average of four \$19,355 per parking space to maintain vehicle response capability and the existing ratio of parking spaces per sworn officer of 0.46 spaces per officer. The four additional parking spaces would cost the City approximately \$77,420 based upon a Los Angeles average of approximately \$19,355 per parking space (2). Additional non-contiguous to the Police Station parking spaces may need to be acquired elsewhere.

LW-003, Law Enforcement Fleet Expansion – The City will need to acquire seven additional law enforcement response vehicles at an average of about \$52,241 per vehicle to maintain vehicle response capability and the existing ratio of 0.81 vehicles per officer. The total cost of the seven vehicles would be \$365,690. Without acquiring any additional vehicles the vehicle standard would reduce to about 0.72 vehicles per officer.

LW-004, Law Enforcement Specialty Equipment – *Expandable* equipment are those items in the Department's inventory that are shared by the entire department in numbers but at a less than a one-to-one basis and need to be expanded pro-rata as additional (not replacement)

² Industry Highlights, April 2014. Carl Walker Engineering.

officers are added. These items differ from some of the Department's inventory, such as a law enforcement agency data sharing system that does not need to be duplicated with the addition of officers. The expandable list of equipment required as a function of the number of officers includes (but is not limited to): laptop computers, hand-held radios, Patrol MDC's, mobile radios, battery pack-set chargers, canines, computer work stations, lap-top computers, digital recorders, etc. The existing \$1,488,274 inventory represents approximately \$20,670 per sworn officer. The cost of adding a proportional amount of specialty equipment for the nine officers required to maintain the existing law enforcement levels of service would be \$186,030.

LW-005, Law Enforcement Officer Protective Equipment – This project consists of the costs of outfitting an additional law enforcement officer at approximately \$7,429 per officer or \$66,861 for the nine addition officers. The figure also includes the costs of the physical, psychological, polygraph exams and background checks for only the successful candidates.

The relationship between the use of the fee and type of development paying the fee. The City's Police Department responses, or calls-for-service records, are not currently able to be used to determine Monterey Park's calls-for-service data by land use. This is not uncommon as law enforcement services tend to categorize data in terms of type of crime (or dispatched request for response) rather than the broad land use where the crime (or again the dispatched request for response) was committed or originated.

A geographic information system (GIS) is a system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data. A GIS database system could provide extremely accurate calls-for-service data by over-laying the Department's computerized response records with the City's zoning map thus allowing 100% of the calls-for-service to privately held property to be categorized. However, the City's Police Department Records and the City GIS data shape files do not appear compatible at this point in time. Certainly all efforts should be undertaken to make them so in the future. As an alternative, RCS has a great deal of response data garnered from similar projects undertaken from previous engagements with other law enforcement departments and has been able to compile Land Use based calls-for-service averages from the results undertaken in twenty-five California public law enforcement agencies.

Table 3-1, following, summarizes the results of analysis of the calls-for-service received by twenty-five city and county law enforcement agencies over a twelve month period (per Schedule 3.2). The breakdown of calls into the land uses that generated them, divided by the number of developed units (during the same period) generates a *calls-for-service* ratio, factor or nexus. This factor will be applied to the existing and future Monterey Park development contained in the Land Use Database summarized in Table 2-1.

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Table 3-1
Law Enforcement Calls-for-Service Generated by DIF Land Use Type
(Average of Twenty-five California Law Enforcement Agencies
over a Twelve Month Period)

Twenty-five Agency Sample DIF Land Use Type	Combined Developed Dwellings or Square Feet	Actual Calls For Service Over 12 Months	Total Calls per Dwelling or 1,000 SF (KSF)
Detached Dwelling Units	408,017	370,166	0.907/Unit
Attached Dwelling Units	224,488	194,032	0.864/Unit
Commercial Lodging Units	16,271	5,480	0.328/Unit
Retail/Service/Office Use S.F.	388,668,012	274,174	0.636/KSF
Manufacturing/Industrial Use S.F.	508,287,379	44,050	0.087/KSF
Institutional Use Square Feet.	31,044,342	39,23	0.126/KSF

As an example, within the sample there were approximately 370,166 calls-for-service that generated a response to one of the 408,017 detached dwelling units in the twenty-five agency sampling. The result indicates that, on average, each dwelling will generate just over 0.907 calls per year. The same analysis was undertaken for the other land uses. Since these calls-for-service by land use are an average, they were used to project the number of existing and additional calls that could be expected by multiplying the calls per residential unit or business acre by the number of anticipated number of new residential dwellings or business acres. Calls to retail/office/service use acres, about 247,174 represents a 0.636 annual calls-for-service per 1,000 square feet of retail/service uses. These figures were applied to the existing development (Schedule 3.3) and the additional development anticipated through General Plan build-out (Schedule 3.2). Applying these averages, the City absorbs approximately 26,138 existing calls-for-service to private property. With a complement of seventy-two officers, this equates to 363 calls per sworn officer (3). The City can expect an additional 3,242 or a 12.4% increase over existing demand, or nine additional officers (3,242 divided by 363 calls-for-service per officer = nine officers - rounded). The previously mention projects (LW-001 through LW-005) are based upon the addition of nine officers.

The relationship between the need for the public facility and the type of development project. Again, *use of the fee* is a similar argument to the *need for the fee*. As the development occurs, the impact is generated and the impact fee would be collected as the development occurs. The collected DIF receipts would be put to use to acquire equipment for additional facilities, equipment and additional facilities/holding space necessary to respond to those additional calls, *without reducing the capability of responding to calls from the existing community*.

3 Certainly officers assigned to patrol absorb far more average calls-for-service than an investigator or other sworn specialist. The figure represents an average for all sworn officers within an agency and could be expected to represent the organizational structure of a typical law enforcement agency.

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. The existing facilities meet the needs of the existing community, but will likely prove inadequate at General Plan build-out. The project descriptions previously included in this chapter briefly describe the demands and relationship with the General Plan development. The cost of the additional law enforcement capital improvements/acquisitions is distributed proportionally between the land uses that will generate the calls-for-service

Minimal Needs-based Impact Costs. Table 3-2, following, summarizes the resulting DIFs (from Schedule 3.2) for development to contribute \$2,096,838 in future DIF payments combined with the existing \$72,563 in existing Law Enforcement DIF fund balance towards the \$2,169,401 in the proposed/required expansions of the law enforcement capabilities of the City in order to allow the City to extend the same level of service to the City's newest citizens and businesses.

Table 3-2
Minimum Needs-based Law Enforcement Facilities, Vehicles
and Equipment Development Impact Costs
by DIF Land Use Type

DIF Land Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$66,610	\$584/Unit
Attached Dwelling Units	\$619,537	\$559/Unit
Commercial Lodging (keyed) Units	\$149,387	\$212/Unit
Retail/Service/Office Uses	\$1,187,986	\$0.411/S.F.
Manufacturing/Industrial Uses	\$72,430	\$0.056/S.F.
Institutional Uses	\$887	\$0.081/S.F.

Existing Financial Commitment Comparison Costs. The City has dedicated a great deal towards law enforcement assets in support of law enforcement services. Approximately \$14,022,370 has been invested in the land and structural facilities. The thirty-three parking structure spaces have a replacement value of \$638,715. The response fleet of fifty-eight various law enforcement response patrol vehicles has a replacement value of about \$3,030,000. Officer assigned equipment each of the seventy-two officer's amounts to \$534,888. The existing specialty equipment represents about \$1,488,274. Combined, the City has invested, at current dollars, some \$19,786,810 into the Law Enforcement infrastructure including the \$72,563 in existing Law Enforcement DIF Fund balance.

When this combined replacement financial commitment cost figure is distributed over the entire current community (via Table 3-3 following and Schedule 3.3), we find that the existing financial commitment is larger (at about 118%) to that of the calculated Law Enforcement Minimal Needs-based impact costs, indicating that the existing community has invested slightly more than would be required from future development via the imposition of Development Impact Fees.

Table 3-3
Existing Law Enforcement System
Community Financial Commitment Comparison Data

DIF Land Use Type	Allocation of Existing System Assets	Asset/Equity Investment Per Unit or Square Foot
Detached Dwelling Units	\$8,178,770	\$687/Unit
Attached Dwelling Units	\$5,696,524	\$654/Unit
Commercial Lodging (keyed) Units	\$137,776	\$249/Unit
Retail/Service/Office Uses	\$5,314,989	\$0.481/S.F.
Manufacturing/Industrial Uses	\$159,571	\$0.066/S.F.
Institutional Uses	\$288,179	\$0.095/S.F.

MAXIMUM LEGALLY-SUPPORTABLE DEVELOPMENT IMPACT FEES

The *Minimum Needs-based Impact Costs* indicates that the City's investment in Law Enforcement capabilities identified in the *Existing Community Financial Commitment Comparison* are slightly higher than the calculated impact costs. Thus, should the City wish to maintain existing law enforcement levels of service standards at no capital cost to the General Fund, the *Minimum Needs-based Development Impact Cost* schedule detailed in Schedule 3.2 would be the appropriate DIF schedule to adopt.

RECAP OF MAXIMUM LEGALLY-SUPPORTED LAW ENFORCEMENT DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Eliminate the no longer relevant *Public Safety Development Impact Fee Fund* (currently shared with the Fire Department).
 - Create the *Law Enforcement Development Impact Fee Fund*.
 - Adopt Schedule 3.2 and place the proceeds of that adopted DIF Schedule within the newly created *Law Enforcement Development Impact Fee Fund*.
-

Schedule 3.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Allocation of Project Cost Estimates
Law Enforcement Facilities, Vehicles and Equipment

			Construction Needs Supported by Other Resources		Infrastructure Needs to Accommodate Increased Development	
Line #	Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
LW-001	Law Enforcement Facilities Expansion	\$1,473,400	0.00%	\$0	100.00%	\$1,473,400
LW-002	Law Enforcement Parking Expansion	\$77,420	0.00%	\$0	100.00%	\$77,420
LW-003	Law Enforcement Fleet Expansion	\$365,690	0.00%	\$0	100.00%	\$365,690
LW-004	Law Enforcement Specialty Equipment Expansion	\$186,030	0.00%	\$0	100.00%	\$186,030
LW-005	Law Enforcement Officer Protective Equipment	\$66,861	0.00%	\$0	100.00%	\$66,861
Sub-Total General Plan Total New Project Costs		\$2,169,401	0.00%	\$0	100.00%	\$2,169,401
LESS:						
Portion of Public Safety DIF Fund Balance (50%)		\$72,563	0.00%	\$0	100.00%	\$72,563
Other Dedicated Financial Resources		\$0	0.00%	\$0	0.00%	\$0
Sub-Total Off-setting Revenues Total		\$72,563	0.00%	\$0	100.00%	\$72,563
Total Net General Plan Project Costs		\$2,096,838	0.00%	\$0	100.00%	\$2,096,838
					Forward to Schedule 3.2	

Schedule 3.2

City of Monterey Park
 2015-16 Development Impact Cost Calculation
 Minimal Needs-based Impact Costs
 Law Enforcement Facilities, Vehicles and Equipment

DIF Land-use Type	Undeveloped		Annual Call Generation Rate	Expected New Calls for Service	Percentage of Additional Service Calls	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Cost per Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	27.20	114	0.907	103	3.18%	\$66,610	\$2,449	4.19	\$584 per Unit
Attached Dwelling Units	27.07	1,109	0.864	958	29.55%	\$619,537	\$22,886	40.97	\$559 per Unit
Commercial Lodging Units	7.02	704	0.328	231	7.12%	\$149,387	\$21,280	100.28	\$212 per Unit
Retail/Service/Office Uses	105.68	2,889,000	0.636	1,837	56.66%	\$1,187,986	\$11,241	27,337	\$0.411 per S.F.
Manufacturing/Industrial U	23.61	1,285,000	0.087	112	3.45%	\$72,430	\$3,068	54,426	\$0.056 per S.F.
Institutional Uses	1.00	10,890	0.126	1	0.04%	\$887	\$887	10,890	\$0.081 per S.F.
TOTAL	191.58	--	--	3,242	100.00%	\$2,096,838 Total Infrastructure Master Plan Capital Needs			

Schedule 3.3

City of Monterey Park
2015-16 Development Impact Cost Calculation
Minimal Needs-based Impact Costs
Law Enforcement Facilities, Vehicles and Equipment

DIF Land-use Type	Developed		Annual Call Generation Rate	Annual Calls for Service	Percentage of Existing Service Calls	Allocation of Infrastructure "Equity"	Distribution of "Equity" per Acre	Average Units or Square Feet/Acre	Current Financial Commitment/Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	1,886	11,912	0.907	10,804	41.33%	\$8,178,770	\$4,336	6.32	\$687 per Unit
Attached Dwelling Units	684	8,710	0.864	7,525	28.79%	\$5,696,524	\$8,331	12.74	\$654 per Unit
Commercial Lodging Units	4	554	0.328	182	0.70%	\$137,776	\$31,031	124.77	\$249 per Unit
Retail/Service/Office Uses	724	11,038,561	0.636	7,021	26.86%	\$5,314,989	\$7,341	15,246.00	\$0.481 per S.F.
Manufacturing/Industrial U	169	2,571,085	0.087	224	0.86%	\$169,571	\$1,006	15,246.00	\$0.066 per S.F.
Institutional Uses	278	3,028,291	0.126	382	1.46%	\$289,179	\$1,040	10,890.00	\$0.095 per S.F.
TOTAL	3,745.17	--	--	26,138	100.00%	\$19,786,810	Total Infrastructure Master Plan Assets		
							\$14,022,370 in Law Enforcement Facilities Assets		
							\$638,715 in Law Enforcement Parking Facilities Assets		
							\$3,030,000 In Law Enforcement Vehicles Assets		
							\$534,888 In Officer Assigned Protective Equipment		
							\$1,488,274 in Communications/Computer/Specialty Assets		
							\$72,563 in Existing Law Enforcement DIF Fund Balance		

Chapter 4

Fire Suppression/Medic Facilities, Vehicles and Equipment

The Existing System. Currently, the Fire Department operates out of three fire stations; two of the three were originally built as single engine stations. There is no room for additional staff and response equipment within the two oldest dwellings. Fire Station #61, built in 1981, is a 13,640 square foot station and administrative structure located at 350 West Newmark Avenue. Fire Station #62, built in 1949, consists of a 3,068 square foot station and 180 square foot storage building located at 2001 South Garfield. Station #63, built in 1957, consists of 5,197 square feet of station space and is located at 704 Monterey Pass Road. This facility also houses the tower training facility. There is also a 2,160 square foot Emergency Operations Center (EOC) and 1,018 square foot storage structure.

The department also has a sizable fleet of equipped response/prevention units consisting of:

- Five Type I response engines (three frontline and two reserve), and one Quint aerial truck.
- One utility pick-up truck and one arson response vehicle.
- Four Staff/Fire Prevention vehicles.
- Three medic response vehicles (two front-line, one reserve).
- An Urban Search and Rescue vehicle shared with the City of San Gabriel.
- Two Battalion Chief's vehicles (one front line and one reserve), and;
- One Chief's vehicle.

There is also a supply of specialty equipment such as trench and shoring rescue equipment and Urban Search and Rescue (USAR) equipment. The fifty-three firefighters each have a complement of firefighter assigned personal safety equipment. Lastly, the portion of the Public Safety DIF Fee fund balance (attributed to Fire Protection/Medic Services) at \$72,653 combines to be a \$22,667,519 investment in the Department's capital assets. The relevance of this figure will be established later in this Chapter.

Demand Upon Infrastructure Created by the Development of Underdeveloped or Vacant Parcels. While it can be said that numerous factors are considered when determining the number and location of fire stations in any city, it can be stated without fear of contradiction that all new private development in the City will have an effect on the City's current ability to respond to fire, medical, rescue and emergency calls-for-service. The affect, simplified but not trivialized is that each new residential and business development will create, on average, more calls-for-service increasing the likelihood of simultaneous (and thus competing) calls-for-service. Again, without additional capacity with which to respond the additional calls-for-service will increase, taking the existing fire companies out-of-service more frequently.

The capacity of any fire station is finite and will reach practical limits (through call *frequency* and *total time*). When that capacity to respond is exceeded, the level of service afforded to existing development will be greatly reduced. Or stated in another way, if development continues without the addition and or expansion of current fire stations, the existing stations could be overwhelmed in terms of calls-for-service, making a timely response for emergency service a virtual coin flip. That is, will the existing fire companies be available to respond to your needs or could they be out-of-service on a call in a different part of the community?

The purpose of the fee. The City has adequate and sufficient capacity to meet current demand rates. However, in order to continue to be able to respond to an ever-increasing number of expected calls, the City Fire staff has determined the need for an expansion of Station #62 and Station #63 in order to house additional paramedic rescue ambulances (RA). Having the right type, size and number of fire stations in the right locations will enable policy makers, the Chief, and City Council to house fire fighters/paramedics, apparatus and equipment in a rational way for maximum use of capital resources at the lowest annual operations cost.

Often, response time is mistakenly referred to for only the *first-in unit*, and this can be a grave error. Instead, response time must consider *all* the forces necessary to place the incident under control. If the first unit arrives within five minutes but cannot provide the necessary water flow, or perform the needed functions due to a lack of staffing, the five minute response largely becomes irrelevant. Thus an increase in the number and type of response vehicles is also necessary to match and equip the needed additional staff. The following sections identify the manner in which the City plans to meet the demands of additional calls-for-service.

The use of the fee. The revenues generated from a properly calculated and legally-supported Fire Suppression Facilities and Equipment Impact Fee would be limited to capital costs related to that growth. The fees would be used to construct the additional station living quarters for two additional paramedic rescue ambulances. The addition of paramedic ambulance(s) would greatly reduce the stress on the existing service delivery. Conversely, the Fire Suppression Facilities DIF receipts would not be used to repair any existing fire stations or replace any existing emergency response vehicles. Additional facilities are planned to come on-line, as needed, as development creates additional demands beyond the capability (volume or calls and distance) of the existing stations. The capital expansion projects are required to accommodate a timely and sufficient response to the new calls-for-service from 1,223 dwelling units, 704 commercial lodging rooms and 4.2 million square feet of business space combining to represent a 12% increase over the existing number of annual calls-for-service. The projects are:

FS-001, Station #62 Expansion - Land Purchase Debt Service - The City has a remaining debt of \$428,537 for the \$501,000 purchase cost of the parcel behind Station #62. The expansion is related to the addition of a paramedic RA squad at this location.

FS-002, Expand Station #62 for Additional Paramedic Rescue Ambulance Squad - The project consists of the construction cost of an additional 1,200 square feet of space for the RA vehicle and staff (\$786,000).

FS-003, Expand Station #63 for Additional Paramedic Rescue Ambulance Squad - The project consists of the construction cost of an additional 1,200 square feet of space for the additional paramedic ambulance vehicle and staff (\$786,000). There is no requirement for additional land acquisition at this site.

FS-004, Stations #62 and #63 Fully Equipped Paramedic Rescue Ambulance - The project consists of the acquisition of two fully equipped paramedic ambulances at about \$250,000 each.

FS-005, Fire Fighter/Paramedic Assigned Protective Equipment - The additional twelve fire fighter/paramedics (three shifts of paramedic companies multiplied by two stations) will be needed for the developing areas and they will require personally assigned equipment.

FS-006, Additional General Rescue Specialty Equipment - There is a need for \$50,000 in specialty equipment as a redundancy to existing specialty equipment to neutralize the increased likelihood of simultaneous calls-for-service.

The total cost of completing the fire infrastructure system at \$2,708,193 becomes a net \$2,635,630 after adding the existing \$72,563 in current Public Safety DIF Fund balance. This total is needed to accommodate development-related calls-for-service. There are several major station rehabilitation projects in the City's CIP, but a replacement or rehabilitation without creating additional fire suppression or paramedic capacity is not a DIF event.

Most of the projects are largely attributed (75%) to new development due to the anticipated new calls-for service, most of which will be paramedic related. However the existing community will benefit to some degree (25%) by having paramedic ambulance squads located closer (@ Stations #62 and #63). The addition of two additional paramedic ambulance squads will free-up the more costly engine companies for fire and large rescue operations eliminating the need for the addition of an engine company at far more significant costs.

The relationship between the use of the fee and type of development paying the fee. Fire service response standards extended to new development should be consistent with the fire response currently enjoyed by the City's existing citizens and business community by constructing new facilities, or else the result will be in the deterioration of the level of service (LOS) provided both to the existing residents and future citizens and businesses within the City of Monterey Park. It follows that it is appropriate to assess future development to contribute additional fire facilities.

To project the impact of future development on fire services, it was first necessary to quantify the current impact on services from each of the City's land uses. Then, a determination of the costs of future capital facilities necessary to meet this increased demand was made. The following section illustrates the relative impact from each land use on fire services and facilities.

While the majority of these requests for service were made by Monterey Park citizens from their residences, a large percentage of requests were generated from new retail/office/service and industrial uses within the City. A survey of each land use and its existing effect on requests for calls-for-service was conducted to project the impact of future development on fire services.

Table 4-1 following, identifies the number of calls-for-service received by the Fire Department during the past calendar year by the previously identified DIF land use types (4). The number of requests for service received by the Department during the year was then divided by either the developed (1,000) square feet, the existing number of dwelling units to determine the number of requests generated per business square foot, per dwelling unit or commercial lodging unit. Only requests for fire and rescue services to privately held property were counted. Requests for service to public property, such as City parks and public right-of-way or intersections, were excluded thus distributing these calls pro-rata through the requests for service from privately held property. This is based upon the argument that all public land serves privately held land in some manner.

4. Department National Fire Incident Reporting System data.

Table 4-1
Fire Suppression Calls-for-Service Generated by Land Use
(Over a 12 Month Period)

DIF Land Use Type	Developed Dwellings or Square Feet	Actual Calls For Service Over 12 Months	Total Calls per Dwelling or 1,000 SF (KSF)
Detached Dwelling Units	11,912	1,533	0.129/Unit
Attached Dwelling Units	8,710	747	0.086/Unit
Commercial Lodging Units	554	43	0.078/Unit
Retail/Service/Office Uses	11,038,561	794	0.072/KSF
Manufacturing/Industrial Uses	2,571,085	10	0.004/KSF
Institutional Uses	3,028,291	32	0.011/KSF

There were 1,533 calls-for-service to one of the 11,912 detached dwelling units generating a ratio of 0.129 calls-for-service per detached dwelling unit. The 8,710 attached dwelling units including mobile homes generated 747 calls-for-service for a ratio of 0.086. All retail/service/office use development is shown to generate the higher of the three business use demands at 0.072 responses per 1,000 square foot of building space, while industrial/manufacturing development generates the least demand of 0.004 calls per year per 1,000 square feet. The lower demand by industrial uses should be expected given the greater density of employees and patrons in a retail/service/office use establishment when compared to an industrial business of similar square feet. However, it should be noted that while there are fewer calls for industrial properties, significant training is required to be prepared for industrial responses, (i.e., trenching response and hazardous materials training). All commercial lodging units (motels and hotels) generate a rate of 0.078 calls per year based upon 43 calls-for-service during the twelve month period to the existing 554 commercial lodging keyed units.

Based upon these calls-for-service and the anticipated development future demands in General Plan will increase from the 3,159 annual calls-for-service to privately-owned development, by 378 additional calls-for-service to 3,537 calls-for-service annually. Continued development will benefit from the existence of the current three stations and the fact that they have some, albeit limited, existing service capacity for additional fire responses, but not necessarily for paramedic calls-for-service. The proposed 1,223 projected new residential dwellings will generate, on average, 110 additional calls for service each year, or about 29.1% of the total additional calls-for-service. The additional 704 hotel/motel units will generate 55 annual calls-for-service (14.5%) and the City's anticipated 4.2 million square feet of business use space will generate 213 additional calls-for-service (56.4%).

Resulting General Plan Area DIF Schedule. The collection of the resulting DIFs through build-out, along with the one half portion of the existing Public Safety DIF Fund balance, would allow the City to acquire or construct almost all of the proposed expansions, improvements and required equipment. This generally indicates that the City's expansion of the fire suppression/medic capital has maintained pace with the increases in calls-for-service from new development and that there are very few if any deficiencies in the infrastructure dedicated to fire

suppression/medic services. Table 4-2, following, indicates the impact fee necessary to finance the costs of additional station space, response vehicles, specialty equipment and firefighter protective equipment.

Table 4-2
Minimal Needs-based Fire Suppression/Medic Facilities,
Vehicles and Equipment Development Impact Costs
by DIF Land Use Type

DIF Land Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$81,090	\$711/Unit
Attached Dwelling Units	\$513,571	\$464/Unit
Commercial Lodging Units	\$296,855	\$423/Unit
Retail/Service/Office Uses	\$1,124,451	\$0.389/S.F.
Regional Commercial Uses	\$27,030	\$0.021/S.F.
Industrial/Manufacturing Uses	\$648	\$0.059/S.F.

The relationship between the need for the public facility and the type of development project. The *use of the fee* is equivalent to the *need for the fee*. The DIF would be collected as the development occurs (generally at building permit or some predetermined point in the process). As the development occurs, the impact is generated. The collected DIF receipts would be put to use to acquire additional firefighters assigned and specialty equipment, emergency response vehicles and additional fire station space capacity necessary to respond to those additional calls-for-service, without reducing the capability of responding to calls from the existing community.

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. The current community's commitment has been to establish the existing dual-station capacity and training facility capability paid for via past General Fund/impact fee receipts. To allow future residents to benefit by use of all of the capital needs without contributing additional assets, would be clearly unfair to the existing residents and would reduce their current level of service. The City has invested \$16,348,642 into the acquisition of land and the construction of the three fire stations and other fire/paramedic structures. The nineteen assorted response vehicles represent an investment of \$5,300,000 (reserve vehicles are counted at 50% of new cost). The personal safety equipment assigned to the fifty three sworn fire fighters amount to \$696,314 and the specialty rescue equipment has an estimated replacement value of \$250,000. The fund balance of \$72,563 adds to the total \$22,667,519 financial commitment by the City into the fire suppression/paramedic and rescue infrastructure. Table 4-3, following, summarizes the distribution of the \$22,667,519 in replacement costs to the existing residents and business owners (Schedule 4.3 details this distribution).

The replacement value of the existing fire infrastructure (stations, response fleet and related safety equipment) of \$22,667,519 represents the current equity investment or *financial commitment* towards fire suppression capability by the existing community. When this figure is distributed over the existing community in the same manner as the future costs, by the land use demands, an investment, or financial "commitment" (or equity for that matter) per unit can be determined. As an example, each attached dwelling unit in the City has contributed about \$923 per detached dwelling while a new attached dwelling unit is being asked to contribute \$711 per attached dwelling, or about 76% of the existing financial commitment.

Table 4-3
Existing Fire Suppression/Medic System
Community Financial Commitment Comparison Data

DIF Land Use Type	Allocation of Existing System Assets	Asset/Equity Investment Per Unit or Square Foot
Detached Dwelling Units	\$11,000,097	\$923/Unit
Attached Dwelling Units	\$5,360,126	\$615/Unit
Commercial Lodging (keyed) Units	\$308,548	\$557/Unit
Retail/Service/Office Uses	\$5,697,376	\$0.516/S.F.
Industrial/Manufacturing Uses	\$71,755	\$0.028/S.F.
Institutional Uses	\$229,617	\$0.076/S.F.

MAXIMUM LEGALLY-SUPPORTABLE DEVELOPMENT IMPACT FEES

The Existing Community Financial Commitment Comparison (Schedule 4.3) is far greater than the Minimum Needs-based Impact Costs (Schedule 4.2) (by about 76%), thus the Minimum Needs-based Impact Costs (Schedule 4.2). Thus, should the City wish to maintain existing fire suppression/medic service standards at limited costs to the General Fund, the *Minimum Needs-based Development Impact Fee* schedule detailed in Schedule 4.2 would be the appropriate DIF schedule to adopt and would be necessary and sufficient to properly accommodate the calls-for-service demands of new development.

[This space left vacant in order to place the Chapter Recap on a single page].

RECAP OF HIGHEST LEGALLY-SUPPORTED FIRE SUPPRESSION/MEDIC DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Eliminate the no longer relevant *Public Safety Development Impact Fee Fund* (currently shared with the Police Department).
 - Create the *Fire Suppression/Medic Development Impact Fee Fund*.
 - Adopt Schedule 4.2 and place the proceeds of that adopted DIF Schedule within the newly created *Fire Suppression/Medic Development Impact Fee Fund*.
-

Schedule 4.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Allocation of Project Cost Estimates
Fire Suppression/Medic Facilities, Vehicles and Equipment

			Construction Needs Supported by Other Resources		Infrastructure Needs to Accommodate Increased Development	
Line #	Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
FD-001	Station #62 Expansion - Land Purchase Debt Service	\$428,537	25.00%	\$107,134	75.00%	\$321,403
FD-002	Expand Station #62 for Additional Paramedic Rescue Ambulance	\$786,000	25.00%	\$196,500	75.00%	\$589,500
FD-003	Expand Station #63 for Additional Paramedic Rescue Ambulance	\$786,000	25.00%	\$196,500	75.00%	\$589,500
FD-004	Stations #62 and #63 - Fully Equipped Paramedic Rescue Ambulance	\$500,000	25.00%	\$125,000	75.00%	\$375,000
FD-005	Fire Fighter/Paramedic Assigned Protective Equipment (12)	\$157,656	25.00%	\$39,414	75.00%	\$118,242
FD-006	Additional General Rescue Specialty Equipment	\$50,000	0.00%	\$0	100.00%	\$50,000
Sub-Total General Plan Total New Project Costs		\$2,708,193	24.54%	\$664,548	75.46%	\$2,043,645
LESS:						
Portion of Public Safety DIF Fund Balance (50%)		\$72,563	100.00%	\$72,563	0.00%	\$0
Additional Sources/Grants		\$0	100.00%	\$0	0.00%	\$0
Sub-Total Off-Setting Revenues		\$72,563	100.00%	\$72,563	0.00%	\$0
Total Net General Plan Project Costs		\$2,635,630	22.46%	\$591,985	77.54%	\$2,043,645
			Forward to Schedule 4.2			

NOTES:

1. Costs distribution based upon the Fire Department "Calls-for-Service" statistics.

Schedule 4.2

City of Monterey Park
 2015-16 Development Impact Cost Calculation
 Minimal Needs-based Impact Costs
 Fire Suppression/Medic Facilities, Vehicles and Equipment

Proposed Land Use	Undeveloped		Call Generation Rate	Anticipated New Calls for Service	Percentage of Additional Service Calls	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Cost per Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	27.20	114	0.129	15	3.97%	\$81,090	\$2,981	4.19	\$711 per Unit
Attached Dwelling Units	27.07	1,109	0.086	95	25.13%	\$513,571	\$18,972	40.97	\$464 per Unit
Commercial Lodging Units	7.02	704	0.078	55	14.53%	\$296,855	\$42,287	100.28	\$423 per Unit
Retail/Service/Office Uses	105.68	2,889,000	0.072	208	55.02%	\$1,124,451	\$10,640	27,337	\$0.389 per S.F.
Manufacturing/Industrial Uses	23.61	1,285,000	0.004	5	1.32%	\$27,030	\$1,145	54,426	\$0.021 per S.F.
Institutional Uses	1.00	10,890	0.011	0	0.03%	\$648	\$648	10,890	\$0.059 per S.F.
TOTAL	191.58	--	--	378	100.00%	\$2,043,645	Total Infrastructure Master Plan Capital Needs		

Schedule 4.3

City of Monterey Park
 2015-16 Development Impact Cost Calculation
 Existing Community Financial Commitment Comparison
 Fire Suppression/Medic Facilities, Vehicles and Equipment

Proposed Land Use	Developed		Call Generation Rate	Existing Calls for Service	Percentage of Existing Service Calls	Allocation of Infrastructure "Equity"	Distribution of "Equity" per Acre	Average Units or Square Feet/Acre	Current Financial Commitment/Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	1,886.22	11,912	0.129	1,533	48.53%	\$11,000,097	\$5,832	6.32	\$923 per Unit
Attached Dwelling Units	683.76	8,710	0.086	747	23.65%	\$5,360,126	\$7,839	12.74	\$615 per Unit
Commercial Lodging Units	4.44	554	0.078	43	1.36%	\$308,548	\$69,493	124.77	\$557 per Unit
Retail/Service/Office Uses	724.03	11,038,561	0.072	794	25.13%	\$5,697,376	\$7,869	15,246	\$0.516 per S.F
Manufacturing/Industrial Uses	168.64	2,571,085	0.004	10	0.32%	\$71,755	\$425	15,246	\$0.028 per S.F
Institutional Uses	278.08	3,028,291	0.011	32	1.01%	\$229,617	\$826	10,890	\$0.076 per S.F
TOTAL	3,745.17	—	—	3,159	100.00%	\$22,667,519 Total Infrastructure Master Plan Assets			
						\$16,348,642 in Fire Suppression Facilities Assets			
						\$5,300,000 in Fire Suppression Vehicles Assets			
						\$696,314 in Fire Fighter Assigned Equipment			
						\$250,000 in Miscellaneous Specialty Equipment			
						\$72,563 in Fire Suppression DIF Fund Balance			

Chapter 5

Circulation (Streets, Signals and Bridges) System

The following Chapter will discuss the Circulation System capital improvements which consist of the major street segments, traffic signals, (and intersection control) and bridges (if any) required for the City through General Plan build-out as identified in the Land Use Database Table 2-1 in Chapter 2. RCS recommends the calculation of a comprehensive DIF schedule covering all three components of the circulation system, those three components consisting of major street segments, signals (and intersection control) and bridge improvements. The reasons are practical in that combining this infrastructure will provide greater flexibility in establishing priorities in what is essentially a singular circulation issue with a common nexus, a combination of trip-end ⁽⁵⁾ generation and average trip distance. It is not uncommon that a single circulation capital project will involve a street segment improvement and signal improvement.

The Existing System. The City currently has and maintains an extensive system of major roadways available for transportation of goods and services, as well as for educational, recreational, and social purposes. Streets that fall under the jurisdiction of Monterey Park are classified as one of three types of roadways for the purposes of this Report. Roads are generally described pictorially defined in the City's Monterey Park General Plan ⁽⁶⁾ as:

- **A Primary Arterial** - The most identifiable feature of an arterial is a wide raised median that separates anywhere from six to eight lanes of traffic across 100' to 122' feet from curb to curb. In most cases there is a raised median with a limited number of turn pockets and thus it serves the greatest portion of through travel use and includes all higher-volume streets except those serving short trips. They generally do not provide for parking along the curb length.
- **Minor Arterial** - The standard arterial generally generate four lanes of travel over a 100' curb to curb width. It may or may not have a raised median. A standard arterial generally serves local and long-distance trips with moderate mobility and considerable land access and connects less concentrated traffic generating areas such as schools, neighborhoods and shopping areas. It may allow for parking along the curb length.
- **Collector** - A collector serves mixed trips and provides service to abutting land and collects traffic from local streets. The collector would have two lanes in each direction without a median with a 64' wide curb to curb measurement (84' if including parkway improvements. There would be a parking lane on each side of the road. It serves to move traffic from one neighborhood to another and feeds into one of the above mentioned cross-segments.
- **Local** - These non-major roadways provide access from primarily residential areas to collectors and connectors, but provide little long-distance mobility. Normally, construction

⁵ A *trip* is defined as a series of one or more trip-ends. A trip-end is a single stop in a trip. As an example, a drive from home to work is a trip. Each individual stop along the way along the way to drop children off at a school, buy gas, get a lunch, drop off laundry and the ultimate arrival at work or home is a trip-end. The term *trip* has no effect on the calculation and only means a *drive*.

⁶ Figure C-1, Street Classifications, Monterey Park General Plan July 2001.

of these localized streets is the responsibility of the developer, who then dedicates the completed street to the City. Assuming that the design criteria have been met and the improvements meet inspection requirements, the City accepts the street and the responsibility to maintain it. For these reasons, the cost of all "local" streets has not been included in the Circulation System (streets, signals and bridges) DIF equity calculation.

GENERAL PLAN DEVELOPMENT IMPACT FEES

Demand Upon Infrastructure Created by the Development of Undeveloped Parcels.

Undeveloped parcels create few trip-ends beyond an occasional visit to the site for weed abatement purposes, planning purposes or to consider a sale or development of the vacant parcel. None of these trip-ends are not on a routine basis. However, a developed parcel will generate a statistically predictable amount of trip-ends and trip distance, depending upon the specific land use of the development. Thus it can be stated that a vacant parcel, when developed into a specific use, i.e., residential or business, will generate more traffic than it did when it was vacant. Similarly, a change in the use of the property may increase or decrease the number of trip-ends, i.e., the demolition of a low trip-generating insurance office into reconstruction as a new a high trip generating fast-food restaurant.

All new development contributes to cumulative traffic impacts, which are difficult to measure and mitigate on a project-by-project basis but which have significant and widespread cumulative impacts on the City's existing road system. Factors that will increase the competition for existing major street segment lane miles existing in General Plan area include the following:

- The construction of 4.2 million square feet of private business uses on nearly 130 undeveloped acres will generate 211,974 additional daily trip-miles or about 83.8% of the total new trip-miles expected at General Plan build-out. This figure could vary significantly depending upon the type of retail/service uses constructed and possible zoning changes or conditional use permits issued.
- An increase in the City's full-time population through the construction of about 1,223 additional dwelling units contributing approximately new 28,120 daily trip-miles or just over 11.1% of the newly expected daily trip-miles.
- The addition of about 704 commercial lodging units will generate about 12,813 trip-miles, or about 5.1 percent of the total new trip-miles.

When the available vacant land in General Plan is developed, the City can expect an additional 252,907 daily trip-miles. For perspective, the City currently experiences an estimated 1,413,883 daily trip-miles from/to the existing residences and businesses. The roughly 252,907 newly anticipated trip-miles represent a 17.9% increase over the current 1,413,883 daily trip-miles.

The purpose of the fee. In terms of peak traffic periods (a.m. and p.m. travel time), lane miles are at a premium as they are usually occupied with traffic. If the City could increase its number of lane miles within the existing major roadways, traffic would not be a problem. However, in Monterey Park, most of the planned arterials and collectors exist in final form and short of massive and prohibitively expensive right-of-way land acquisition, there can be few additional

major roadway lane miles constructed. Stated another way, there are few if any opportunities to construct any completely new arterial/collectors even in light of 17.9% increase in daily trip-miles. There are few locations where an additional lane mile can be constructed (the exceptions are ST-003 and ST-004). Thus the imposition and collection of Circulation System DIFs is imperative as a revenue source to finish off any existing, but incomplete, or not yet maximized major road. Additionally, the DIF revenues would be used to complete the system of signals that insures the smooth movement of vehicles through intersections. Efficient signalization (i.e. turn pockets and fully actuated left-turn signals) are also important to keep vehicular traffic moving at the optimum efficiency through major intersections.

Again, given the magnitude of growth projected in this Report, and the lack of room to construct additional major street lane miles, construction of numerous intersection improvements and new traffic signals will be needed to avoid a.m. and p.m. peak-hour drive time congestion and gridlock delays in the future. Traffic planners have long known that the most critical constraint in typical circulation networks is the design of the intersections that require motorists or pedestrians to stop. While the street capacity may be theoretically adequate to carry traffic volumes at build-out, motorists may experience congestion and even gridlock at the intersections of two major streets. The importance of traffic signals is two-fold. First, the City can build only so many major collector/arterial streets and there are limits as to how many extra lanes they will have. Second, north-south collectors will by definition, intersect with east-west collectors assuring that *someone* will have to stop, either at a stop sign or a traffic signal. The traffic carrying capacity of each collector can only be maximized by assuring orderly flow of traffic by signaling those intersecting collectors.

While the City of Monterey Park will certainly undertake numerous major circulation improvement projects, an equally important component of traffic circulation is the installation of an on-site traffic signal management system (within the Public Works operation) combined with the coordinated installation of up to four new signalized intersections. In short, the best thing that the City can do is to complete the circulation system is in terms of management of the system.

The City's total MFP Circulation (streets, signals and bridges) System infrastructure section identifies seven circulation-related projects costing a modest total of \$14,550,000. Unlike other infrastructure, projects dealing with existing deficiencies have been included thus almost all have been identified as the responsibility of General Plan development as these projects will increase the capacity of the General Plan circulation system to accommodate these added traffic demands. There is no current circulation system development impact fee, thus no off-setting revenues. The individual projects and costs are identified on Schedule 5.1 at the end of the Chapter and explained in the MFP.

The use of the fee. The collection of Circulation System DIF schedule receipts would be used to construct the projects (or portions of projects) identified in Schedule 5.1 at the conclusion of this Chapter's text. The collected fees will be used to create a limited number of additional lane miles and signals with which to accommodate the additional 252,907 daily trip-miles expected from further General Plan development. There are very few opportunities for the construction of additional major roadway lanes, the lone exceptions being projects ST-003 and ST-004 following. New development will avail itself of the existing system and will burden those roads with additional traffic. Given that many of the City's signals approach a *Level of Service (LOS)*

of D or F during the evening peak drive time (or certainly will do so after the new development is realized), the City is limited to projects that maximize the management of traffic signal timing and synchronization in order to assist traffic flow to meet the most optimum speed. New development cannot add "it's share" of major roadway lane miles but development certainly can improve the City's ability to better manage those additional traffic demands. The seven projects consist of:

ST-001, Traffic Signal Upgrades - Wilcox Avenue/Riggin Avenue, Wilcox/Via Encampo - Construct a fully actuated four-way traffic signal at the intersection (\$300,000). This is one of four intersections of arterial roadways that are without left turn pockets and left turn electronic intersection controls.

ST-002, North Atlantic Traffic Signal Improvements - Construct wireless interconnect, pedestrian signals, video detection and signal timing adjustments/synchronization improvements at sixth intersection along Atlantic Avenue from Hellman Avenue to Newmark Avenue (\$1,100,000).

ST-003, Garfield Avenue Mobility Improvements - Hellman to Newmark - Widen a 3,600 linear foot segment of Garfield Avenue from Hellman Avenue to Newmark Avenue (\$3,600,000).

ST-004, Widen Cesar Chavez Avenue - Atlantic to Collegian - Widen the remaining section of Cesar Chavez Avenue from Atlantic Avenue to Collegian Avenue. The project includes the relocation of existing traffic signals (\$1,500,000).

ST-005, Traffic Signal Interconnection System - Install fiber optic cable (\$1,500,000) and complete the wireless interconnection (\$500,000) of the traffic signals and timing control improvements of forty of the City's signals (at \$75,000 each) which would provide the most circulation improvement benefit from an interconnection system. The project includes the signalization of up to four traffic intersections deemed necessary and sufficient to maximize the flow of traffic during the morning and evening p.m. peak drive times (\$1,500,000). There would need to be a management center (dedicated office space) for the remote observational capability and timing control (\$1,000,000).

ST-006, Storm Drainage Improvements Atlantic Avenue/Hellman Avenue - Reduce or eliminate storm water-related traffic delays at this major intersection (\$150,000).

ST-007, Storm Drainage Laterals in Garfield, N/O Garvey and N/O Emerson - Reduce or eliminate storm water-related traffic delays along the heavily used Garvey Avenue (\$400,000).

The relationship between the use of the fee and type of development paying the fee. Schedule 5.1 identifies the additional traffic to be generated by new development, by type of development. The technical volume, *Trip Generation (Manual)* 7th Edition, produced by the Institute of Traffic Engineers (ITE), has been used to identify the *nexus*, or relationship between the type of development and the projected number of trips that development will generate.

A 100-unit detached dwelling specific plan would generate about 3,459 daily trip-miles and a 2.05 acre retail/service/office development would generate a similar 3,482 daily trip-miles. Each would pay its proportionate share of the total 252,907 newly created General Plan trip-miles expected at General Plan build-out. In the case of the detached dwelling residential development, the daily trip-miles generated by the 100 new residences represents about 1.4% of the total 252,907 new trip-miles anticipated at build-out, thus they would be required to pay or construct projects on the list to an amount equal to 1.4 % of the total development-related project costs. The 2.05 acre retail/service development would also finance about 1.4% of the capital project list.

New Trip Adjustment for Pass-by or Diverted Trips. Schedule 5.2 contains a sub-schedule that identifies adjustments to new trip-ends. As an example, an acre of general retail use would be expected, on average, to generate about 1,217 trip-ends daily (44.46 trip-ends X 27,377 SF of pad per gross acre +1,000 S.F.). However, approximately 15% of those trip-ends, or about 183 trip-ends per day, are pass-by trip-ends. The trip-end is not truly an end but is actually one in a series of stops, i.e. at various retail/service establishments, with a different location such as a residence as the final trip-end or destination of the series of trip-ends. In order to be considered a pass-by trip, the location of the stop must be contiguous to the generator route (7), i.e. the route that would have been used if the temporary stop had not been made. The ITE states that:

Thus when forecasted trips based upon the trip generation rates are distributed to the adjacent streets, some reduction is made to account for those trips already there that will be attracted to the proposed development. (8)

A *diverted* trip is similar to a *pass-by* trip-end in that it is an extra stop between, as an example, a motorists' work site and his or her residence. The *diverted* trip differs slightly from the *pass-by* trip in that it requires a minor deviation from the normal generator route and the temporary stop. In short, a *diverted* trip creates a separate side trip using additional (and different) lane miles from that of the normal route from the motorist's place of employment and his or her residence⁸. These trips increase the traffic volume from the generator route, but only for brief distances. The ITE states that diverted trips:

are produced from traffic volume on roadways within the vicinity of the generator (route) and require a diversion from that roadway to another roadway with access to the site. These roadways could include streets or freeways adjacent to the generator but without access to the generator (9).

Pass-by trip-ends are fully adjusted (reduced at 100%) from the average daily trip-ends generated by the six basic land uses identified in Schedules 5.2 and 5.3. Diverted trips will be adjusted (reduced at 50%) from the full trip count for each of the six major DIF Land-use Types.

7 An example of a diverted trip-end would be a single trip-end where along the way from work, a motorists evening drive deviates from the normal route taken home at perhaps a preferred grocery store, mail drop, or to pick up a child from a piano lesson before continuing home. Each of these three stops would be considered *diverted* trip-ends.

8 Trip generation, Institute of Transportation Engineers, 1099 14th Street, Suite 300 West, Washington D.C. 20005-3438. Definition of terms, page 147.

9 Institute of Transportation Engineers, 1099 14th Street NW, Suite 300 west, Washington D.C. 2005-3438, Definition of Terms, page 146.

Again, the sub-schedule at the bottom of Schedule 5.2 indicates the total trip-ends and the reduction due to the number pass-by trips (at 100%) and diverted trips (at 50%). The trip pass-by and diversion percentages were generated and are supported by a study conducted by the San Diego Association of Governments (SANDAG) in conjunction with various U.S. and California government agencies (10).

Additionally, the same SANDAG data schedule referenced above provides information for a trip distance factor component to the nexus. Based upon that data, a trip to an industrial work-site has the greatest distance at 9.0 miles. A trip to an office averages 8.8 miles, residential trips average 7.9 miles, a trip from a hotel or motel (once in residence) averages 7.6 miles, and an average trip to a retail/service site is the shortest at 4.3 miles. This indicates that drivers generally appear willing travel further distances to work and for treatment at medical offices than they are to shop. Both frequency (trip-ends) and distance (average miles per trip) have been combined into the nexus by multiplying average trip frequency by average trip distance. Trip-mile rates have been calculated for the six DIF land use types. They are demonstrated at the bottom of schedule 5.2 at the end of the Chapter.

The relationship between the need for the public facility and the type of development project. There is very little difference between this and the above category. The fee collected will be based on the projected number of trip-ends the proposed development will generate in relationship to the total 252,907 additional projected trip-miles at build-out. Any amount imposed as a Circulation System DIF will be placed in a separate fund (collecting interest), and is to be used only on the projects identified on Schedule 5.1 as development-related.

From time to time the City may require an applicant for a private project to construct a street or signal improvement (or portion thereof) that is on the list of required improvements at the end of this Chapter. This method is often undertaken to expedite the project at the request of the applicant/developer. The developer should receive a credit for any monies expended on this required improvement against their Circulation System DIF.

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. The calculation of the Circulation System DIFs based upon the recognition that differing types of developments generate differing amounts of trip-miles. The fee is based upon the projected number of trips generated by the proposed private development project. Circulation DIF receipts will be accumulated until they reach the amount that could construct a meaningful project to alleviate or mitigate the demands of those new developments. Table 5-1 (summarized from Schedule 5.2) on the following page identifies the Minimal Needs-based Circulation System DIF schedule for General Plan.

[This space left vacant in order to place the following table on a single page].

10 *Traffic Generators*, San Diego Association of Governments, 401 B Street, Suite 800, San Diego, CA 92101. Brief Guide to Traffic Generators Rates. Compiled in conjunction with the U.S. Department of Housing and Urban Development. U.S. Department of Transportation, The California Department of Transportation and the U.S. Environmental Protection Agency, July 1995.

Table 5-1
Minimal Needs-based Circulation System
Development Impact Costs
by DIF Land Use Type

DIF Land Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$226,902	\$1,990/Unit
Attached Dwelling Units	\$1,390,870	\$1,254/Unit
Commercial Lodging Units	\$737,145	\$1,047/Unit
Retail/Service/Office Uses	\$10,321,469	\$3.573/S.F.
Manufacturing/Industrial Uses	\$1,862,970	\$1.450/S.F.
Institutional Uses	\$10,643	\$0.977/S.F.

This set of proposed fees would generate the minimum needs amount of revenue necessary to construct the needed street, signal and bridge construction projects. These figures will now be compared to the financial commitment demonstrated by the existing community.

Table 5-2 following, (and summarized from Schedule 5.3) identifies the \$246,707,655 in existing assets of the existing system (at current construction and acquisition costs). The \$246,707,655 consists of the 47.9 miles of existing circulation plan arterial and collectors (along with curb, gutter and parkway improvements) at \$204,659,460. The circulation system has fifty-five signalized and ten non-signalized intersection improvements totaling \$16,000,000 in replacement costs. Safety street lighting amounts to an additional \$5,450,000. The City's storm drainage collection system and basins, necessary to remove water off of and to protect the City's circulation system, would have a replacement cost of \$20,598,195. There is no existing Circulation System DIF schedule thus there is no fund balance. This combined \$246.7 million figure does not include the hundreds of millions of dollars cost of acquiring the R.O.W. The major streets exclude the many miles of "local" streets. When the \$246.7 million in replaceable assets is distributed over the existing community, using the same nexus factor (e.g. trip-miles) used for distribution of future costs, the existing community has contributed the following, on average, by land use:

[This space left vacant in order to place the following table on a single page].

**Table 5-2
Existing Circulation System
Community Financial Commitment Comparison Data**

DIF Land Use Type	Allocation of Existing System Assets	Asset/Equity Investment Per Unit or Square Foot
Detached Dwelling Units	\$71,915,281	\$6,037/Unit
Attached Dwelling Units	\$33,132,838	\$3,804/Unit
Commercial Lodging Units	\$1,751,624	\$3,162/Unit
Retail/Service/Office Uses	\$119,603,871	\$10.835/S.F.
Manufacturing/Industrial Uses	\$11,299,211	\$4.395/S.F.
Institutional Uses	\$9,004,829	\$2.974/S.F.

It should be noted that the existing community has contributed, on average, is three times (303%) the amount needed of future development to accommodate their circulation needs at build-out.

MAXIMUM LEGALLY-SUPPORTABLE DEVELOPMENT IMPACT FEES

General Plan Circulation System DIF Schedule. Should the City desire to maintain the City's circulation level of service standards, the adoption of Schedule 5.2 at the end of the chapter (and as summarized in table 5-1), as the General Plan Circulation System DIF Schedule would generate enough capital to construct the facilities needed by the new development and reduce demands upon the General Fund

RECAP OF MAXIMUM LEGALLY-SUPPORTED CIRCULATION DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Circulation System Development Impact Fee Fund*.
 - Adopt Schedule 5.2 for all land uses and place the proceeds of that adopted DIF Schedule within the newly created *Circulation System Development Impact Fee Fund*.
-

Schedule 5.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Allocation of Project Cost Estimates
Circulation (Streets, Signals and Bridges) System

		Estimated Cost	Construction Needs Supported by Other Resources		Infrastructure Needs to Accommodate Increased Development	
Line #	Project Title		Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
ST-001	Traffic Signal Upgrades, Wilcox/Pomona, Wilcox/Via Encampo	\$300,000	0.00%	\$0	100.00%	\$300,000
ST-002	North Atlantic Traffic Signal Improvements	\$1,100,000	0.00%	\$0	100.00%	\$1,100,000
ST-003	Garfield Avenue Mobility Improvements - Hellman to Newmark	\$3,600,000	0.00%	\$0	100.00%	\$3,600,000
ST-004	Widen Cesar Chavez Boulevard - Atlantic to Collegian	\$1,500,000	0.00%	\$0	100.00%	\$1,500,000
ST-005	Traffic Signal Inter-connection System	\$7,500,000	0.00%	\$0	100.00%	\$7,500,000
ST-006	Storm Drainage Improvements Atlantic Avenue/Hellman Avenue	\$150,000	0.00%	\$0	100.00%	\$150,000
ST-007	Storm Drainage Laterals In Garfield, N/O Garvey and N/O Emerson	\$400,000	0.00%	\$0	100.00%	\$400,000
Sub-Total General Plan Total New Projects		\$14,550,000	0.00%	\$0	100.00%	\$14,550,000
LESS:						
Development Impact Fee Fund Balance (none)		\$0	100.00%	\$0	0.00%	\$0
Other Governmental Sources		\$0	100.00%	\$0	0.00%	\$0
Other Dedicated Resources		\$0	100.00%	\$0	0.00%	\$0
Sub-Total Off-Setting Revenues		\$0	0.00%	\$0	0.00%	\$0
Total Net General Plan Project Costs		\$14,550,000	0.00%	\$0	100.00%	\$14,550,000
					Forward to Schedule 5.2	

NOTES:

1. Costs distribution based upon a frequency and distance factor.

Schedule 5.2

City of Monterey Park
2015-16 Development Impact Cost Calculation
Minimal Needs-based Impact Costs
Circulation (Streets, Signals and Bridges) System

Proposed Land Use	Undeveloped		Trip-end and Length Factor	Total Additional Trip-miles	Percentage of Additional Trip-miles	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Cost per Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	27.2	114	34.600	3,944	1.56%	\$226,902	\$8,342	4.19	\$1,990 per Unit
Attached Dwelling Units	27.1	1,109	21.800	24,176	9.56%	\$1,390,870	\$51,381	40.97	\$1,254 per Unit
Commercial Lodging Units	7.0	704	18.200	12,813	5.07%	\$737,145	\$105,006	100.28	\$1,047 per Unit
Retail/Service/Office Uses	105.7	2,889,000	62.100	179,407	70.94%	\$10,321,469	\$97,667	27,337	\$3.573 per S.F.
Manufacturing/Industrial Uses	23.6	1,285,000	25.200	32,382	12.80%	\$1,862,970	\$78,906	54,426	\$1.450 per S.F.
Institutional Uses	1.0	10,890	17.000	185	0.07%	\$10,643	\$10,643	10,890	\$0.977 per S.F.
TOTAL	191.58	2,900,000	—	252,907	100.00%	\$14,550,000	Total Infrastructure Master Plan Capital Needs		

Trip-ends Adjustment Calculation	Daily Total Trip-ends	Percent of Diverted Trips	Diverted Trip-end % Adjustment	Diverted Trip-end Percent	Percent of Pass-by Trips	Combined Diverted and Pass-by	Remaining Trip % as Adjustment %	Adjusted Trip Rate, Adjustmen % X Total trips	Average Trip Length	Trip-ends X Length X 50%
Land Use Title										
Detached Dwelling Units	9.57	11	0.50	5.5	3.0	8.5	91.5%	8.76	7.9	34.6
Attached Dwelling Units	6.04	11	0.50	5.5	3.0	8.5	91.5%	5.53	7.9	21.8
Commercial Lodging Units	6.23	38	0.50	19.0	4.0	23.0	77.0%	4.80	7.6	18.2
Retail/Service/Office Uses	44.46	40	0.50	20.0	15.0	35.0	65.0%	28.90	4.3	62.1
Manufacturing/Industrial Uses	6.32	19	0.50	9.5	2.0	11.5	88.5%	5.59	9.0	25.2
Institutional Uses	11.99	25	0.50	12.5	11.0	23.5	76.5%	9.17	3.7	17.0

Schedule 5.3

City of Monterey Park
2015-16 Development Impact Cost Calculation
Existing Community Financial Commitment Comparison
Circulation (Streets, Signals and Bridges) System

Proposed Land Use	Developed		Trip-end and Length Factor	Total Existing Trip-miles	Percentage of Additional Trip-miles	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Current Financial Commitment/Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	1,886.22	11,912	34.600	412,155	29.15%	\$71,915,281	\$38,127	6.32	\$6,037 per Unit
Attached Dwelling Units	683.76	8,710	21.800	189,878	13.43%	\$33,132,838	\$48,457	12.74	\$3,804 per Unit
Commercial Lodging Units	4.44	554	18.200	10,083	0.71%	\$1,751,624	\$394,510	124.77	\$3,162 per Unit
Retail/Service/Office Uses	724.03	11,038,561	62.100	685,495	48.48%	\$119,603,871	\$165,192	15,246	\$10.835 per S.F.
Manufacturing/Industrial Uses	168.64	2,571,085	25.200	64,791	4.58%	\$11,299,211	\$67,002	15,246	\$4.395 per S.F.
Institutional Uses	278.08	3,028,291	17.000	51,481	3.65%	\$9,004,829	\$32,382	10,890	\$2.974 per S.F.
TOTAL	3,745.17	—	—	1,413,883	100.00%	\$246,707,655	Total Infrastructure Master Plan Assets		
						\$204,659,460	in General Plan Major Streets (not including ROW)		
						\$5,450,000	in General Plan Major Street Safety Lighting		
						\$16,000,000	in General Plan 65 Signalized Intersection Assets		
						\$20,467,295	in General Plan Storm Drainage System Pipe Assets		
						\$130,900	In General Plan Detention/Retention Basins		
						\$0	in Circulation System DIF Fund Balance		

Chapter 6

Water Storage and Distribution System

Assuming that an adequate water supply with appropriate treatment facilities is available, the next critical component needed to accommodate development is an adequate water storage and distribution system. The City's water source, as presently constituted, should be able to support the City's existing *and* future population, given that the future demands are limited to a 9.2% increase over existing demand. In order to meet all future water demands, the City will need to collect sufficient monies to establish storage and fire flow improvements to the City's the transmission lines and pump stations between the well fields and the needed reservoir capacity.

The purpose of the fee. As additional businesses and residential structures are constructed, each one will generate a greater demand on the existing water system infrastructure. The existing system of distribution pipe, reservoirs and pumping stations, will likely prove inadequate to meet all of the anticipated water demands. The impact fee is based upon the additional capital additions necessary to accommodate the water demands of development outlined on Table 6-1.

Impact fees are necessary for the construction of the remainder of the water system a significant reason. The storage and delivery of water has, for many years, been recognized by most public agencies as a utility. Utilities differ from general tax-supported services in that they are similar to private sector utility businesses. Water rates are elastic, within reason, and can be set to meet water delivery costs whereas taxes cannot do the same. Therefore, general taxes must be protected and reserved for services that do not have any such elastic revenue source. These services include public safety, park maintenance, storm drainage, and others.

The use of water (consumer benefit) can be measured, unlike many of the City's services water rates can, and should be, set to meet the Council's priorities and policies in terms of water use. As a result of the above, the use of general taxes, where no relationship between the rate of taxation and benefit exists, in support of any utility service would be inappropriate.

The use of the fee. The revenues collected from the potentially adopted impact fees identified in this Chapter will be used to construct appropriate portions of the list of projects identified on Schedule 6.1. The projects are summarized as:

WT-001 Advanced Oxidation Upgrade – Delta Plan - The project consist of expansion of the air strippers at Well #5 site or advanced oxidation upgrade for the Delta Plant. The improvements are sized to include future demand which is 8.42% of General Plan build-out water demand (617,859 GPD divided by 7,337,003 GPD).

WT-002 Russell Reservoir and Booster Station - This reservoir and pump station had been all but abandoned due to age over many years when it was determined unnecessary to meet daily water demand. The City has served its water customers with the 13.44 MG of reservoir space. The new water demands from new development storage will require the construction of a new 3.0 MG new reservoir on the site of the long gone reservoir. A portion of the 3.0 MG water storage is required for existing development and will need to be financed with water rates. The new water demand from new or upsized development will represent 8.42% of the total

16.44 MG of reservoir space or about 46.13% (1.38 MG) of the 3.0 MG reservoir space. Reservoir space is about twice the size of daily demand.

WT-003 Replace Bradshawe Reservoir and Booster Station - Remove the hydro-pneumatic tank and install VFD operated pumps. This project is a replacement of a currently depended capacity and thus is not an impact fee generated project.

WT-004 Replace Miscellaneous PRV Valves and PRS - This project is a replacement of a currently depended capacity and thus is not an impact fee generated project.

WT-005 County Booster Pump Station Improvements - The improvements are sized to include future demand which is 8.42% of General Plan build-out water demand.

WT-006 Upsize Ackley Pumps - Remove the hydro-pneumatic tank and install VFD operated pumps. The improvements are sized to include future demand which is 8.42% of General Plan build-out water demand.

WT-007 Upsize Zone 2-3 and 3-4 Booster Pumps - The improvements are sized to include future demand which is 8.42% of General Plan build-out water demand.

WT-008 Replace Pine Tree Reservoir - This project is a replacement of a currently depended-upon capacity and thus is not an impact fee generated project.

WT-009 SCADA Improvements - This project is a replacement of a currently depended-upon capacity and thus is not an impact fee generated project.

WT-010 Garvey Reservoir Water Utility Office Rehabilitation - This project is a replacement of a currently depended-upon capacity and thus is not an impact fee generated project.

WT-011 Replace Wells No 1 and No. 2 - This project is a replacement of a currently depended-upon capacity and thus is not an development-generated project.

WT-012 Zone Fire Protection Upgrades - These projects are the sum of the water projects CIP #6 through and including #30. The improvements are sized to include future demand (and increase redundancy) which is 8.42% of General Plan build-out water demand.

Existing General Plan System. The system consists of the spine water system distribution pipes (consisting distribution lines larger than 8" in diameter), 13.44 million gallons of reservoir capacity, an advanced oxidation treatment plant and fifteen wells. Since the City is built on a grade the system requires eleven booster stations to pump water up to the reservoir tank fields as well as a twenty-one pressure reducing valve (PRV) stations to get it back down safely to the transmission line level. The importance of these assets will be discussed later.

The relationship between the use of the fee and type of development paying the fee. Daily water demands will vary by category/type of development, however, use within a type tends to meet averages, thus making projection fairly accurate. The six land use types identified for separate impact fees are used along with averages for each of those types of land uses. The service to be provided to the new users will mirror that the existing level of service.

Water use demands were based upon actual City of Monterey Park water use statistics.

General Plan Water Demands, by Land Use. Future water demand, for residential users was calculated (and planned for) on either a gallon per dwelling unit per day (GPD) basis for residential uses or gallons acre per day (GPAD) basis for business uses in the City's most recent Water Master Plan. Table 6-1 following, indicates the DIF Land Use Type averages that were used as the nexus in the DIF distribution model. The capital-needs costs will be distributed over new development based upon potable water demands at the meter and will not include any distributed recycled water demands as that process merely prevents potable water from being used for large scale irrigation uses.

Table 6-1
General Plan Water Demand by DIF Land Use Type
Demand in GPD or GPAD

DIF Land Use Type	Gallons (per Unit) per Day	Gallons per Acre per Day
Detached Dwelling Units	243.58	
Attached Dwelling Units	224.64	
Commercial Lodging Units	146.21	
Retail/Service/Office Uses		1,837.19
Manufacturing/Industrial Uses		1,837.19
Institutional Uses		503.45

The relationship between the need for the public facility and the type of development project. The *use of the fee* is equivalent to the *need for the fee*. The impact fee would be collected as the development occurs. As the development occurs, the impact is generated. The collected fee would be put to use to acquire additional water generation, storage and distribution facilities, and additional equipment necessary to respond to those additional water demands, *without reducing the capability of providing water to the existing community*.

Table 6-2 following, indicates the demand for water (on average) for existing development within the City's water service area boundaries. The table indicates that the City is called upon to generate, store and deliver approximately 6.72 million gallons daily.

[This space left vacant in order to place the following table on a single page].

Table 6-2
Existing Community General Plan Water Demand
in Gallons per Day or Acres per Day (rounded)

DIF Land Use Type	Existing Residential Units	Existing Business Acres	Water Demand in GPD/GPAD	Projected GPD Water Demand
Detached Dwellings	11,912		243.58/Unit	2,901,525
Attached Dwellings	8,710		224.64/Unit	1,956,614
Commercial Lodging Units	554		146.21/Unit	81,000
Retail/Service/Office uses		724.03	1,831.19/Acre	1,330,181
Manufacturing Industrial Uses		168.64	1,831.19/Acre	309,824
Institutional Uses		278.08	503.45/Acre	140,000
Total Gallons per Day	---	---	---	6,719,144

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. Again using the GPD demand data from Table 6-1 and the land use data base, the City will be asked to deliver an additional 617,859 gallons per day (average) to anticipated users. This does not include the water demands from public institutions, other non-private uses and system loss. Obviously this is an annual average and seasonal factors could be expected to affect use. This is consistent with overall City-wide daily statistical demand. Table 6-3, following, indicates the demand for water (on average) for future development within the City's boundaries.

Table 6-3
Development-generated Additional Water Demand
in Gallons per Day or Acres per Day (rounded)

DIF Land Use Type	Existing Residential Units	Existing Business Acres	Water Demand in GPD/GPAD	Projected GPD Water Demand
Detached Dwellings	114		243.58/Unit	27,768
Attached Dwellings	1,109		224.64/Unit	249,126
Commercial Lodging Units	704		146.21/Unit	102,932
Retail/Service/Office uses		105.7	1,837.19/Acre	194,154
Manufacturing/Industrial Uses		23.6	1,837.19/Acre	43,376
Institutional Uses		1.0	503.45/Acre	503
Total Gallons per Day	---	---	---	617,859

General Plan Build-out Total Daily Water Demand. The total average daily water need (existing and future) is 7.3 million gallons daily at General Plan build-out. Table 6-4 following demonstrates General Plan build-out demand by land use type.

Table 6-4
Total Existing Average Day Water Demand
in Gallons per Day or Acres per Day (rounded)
at General Plan Build-out

DIF Land Use Type	Total Residential Units	Existing Business Acres	Water Demand in GPD/GPAD	Projected GPD Water Demand
Detached Dwellings	12,026		243.58/Unit	2,929,293
Attached Dwellings	9,819		224.64/Unit	2,205,740
Commercial Lodging Units	1,258		146.21/Unit	183,932
Retail/Service/Office uses		829.71	1,837.19/Acre	1,524,335
Manufacturing/Industrial Uses		192.25	1,836.19/Acre	353,200
Institutional Uses		279.08	503.45/Acre	140,503
Total Gallons per Day	---	---	---	7,337,003

The total projected average daily demand from all General Plan privately held acreage at General Plan build-out is about 7.3 million gallons daily. Although conservation efforts certainly are encouraged, extreme measures are not currently mandated in the City. However, build-out of all undeveloped property within the water delivery area may create water demands a little greater than the existing storage capacity.

PROJECTS NEEDED FOR PROPER WATER DISTRIBUTION

Utility infrastructure such as water is unique among all City infrastructures. Water demand simply cannot be ignored for long period of times as can be animal control, fire, streets and park levels of service (LOS). Residents could be asked to allow the number of animal control officers to remain static, or wait a little longer for fire fighters, or even put up with the more congested traffic or more crowded parks. However, a delivered water supply must be in evidence to even *consider* additional growth. Even though Table 6-4 applies average daily use rates and creates a total demand difficult to imagine, it is apparent that additional water distribution capability is necessary to allow for additional growth. Without adequate water distribution capabilities, development will grind to a stop. It is a prerequisite system needed at building permit issuance. Since a water distribution system is a prerequisite to development (i.e. there is no development without water), it tends to be a somewhat "front-ended" system, that is, the system develops earlier and the existing community tends to have built more of the system at any point in time than does the remainder of development. That is precisely the case with Monterey Park's water utility; the City's water system appears to have been well front-ended by the existing community.

Schedule 6.1 identifies the water distribution system improvements needed to insure the continued adequate flow of water as needed to proposed development projects. There are eight capital projects necessary for extending service to new development while maintaining service to existing water users. These twelve projects are just estimated at just over \$85.0 million, 9.6% of which is attributed to accommodating the increase in water demand over current demands. There are approximately \$8.2 million in project costs identified as benefitting (and accommodating) new development demands in the City. This figure was used to calculate the Water Source, Storage and Distribution Facilities DIF schedule.

CALCULATION OF IMPACT COSTS

This Report identifies two methods of calculating the water system et. al. delivery DIFs and imposing said fees. They are:

- *Standard (Average) DIF Land Use Type DIFs, similar to the other fees in this Report.*
- *An impact fee based upon the meter size needed to serve a development, if needed.*

Standard Use Category DIFs. Table 6-5 following lists the six major land uses based upon average water usage statistics, (see Schedule 6.2). Some \$7.9 million in new water capital expansion is required to accommodate new development and maintain current service access and reserve levels within the City's water service area. Approximately \$7,852,848 of this cost has been identified for DIF funding as necessary to accommodate new development. The remaining \$76.8 million not related to new development demands will likely be financed with water rate receipts.

Table 6-5
Minimal Needs-based Water Distribution System
Development Impact Costs
by DIF Land Use Type

DIF Land Use Category	Allocation of System Expansion Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$352,925	\$3,096/Unit
Attached Dwelling Units	\$3,166,335	\$2,855/Unit
Commercial Lodging Units	\$1,308,242	\$1,858/Unit
Retail/Service/Office Uses	\$2,467,653	\$0.854/S.F.
Manufacturing/Industrial Uses	\$551,299	\$0.429/S.F.
Institutional Uses	\$6,393	\$0.587/S.F.

Cost and Financing of the Existing System. Typically a water system is the oldest service provided by any City. The City's water operations staff has identified the cost of the existing

"spine" system, consisting of distribution pipe 10" and greater, wells, valves, reservoirs. This figure does not include the 8" local (tract) water lines are typically not a planned part of the spine system as their benefit is limited to local neighborhoods and are generally required as conditions of project approval. The transmission system is has are placement value of \$134.1 million, the 13.44 MG reservoir capacity would cost some \$31.4 million to replace and the fifteen wells have a replacement value of \$30.0 million. The eleven booster pumps and 21 PRV's have a replacement cost of \$27.5 million and the treatment plant about \$12.5 million. The system has been constructed from three sources, water user rates (more commonly known as monthly water bills), exactions and requirements of development approval. There is no existing Water System Development Impact Fee schedule adopted.

When this nearly \$195.4 million in equity is distributed to the existing community based upon the same nexus used to distribute future costs by land use, (see Schedule 7.3) the results indicate that an existing detached dwelling has contributed, on average, an astounding \$7,085 towards the water system et. al. This distributed equity is clearly greater (by about 228%) than the distributed *Minimum Needs-based Impact Costs* exemplified in Table 6-5 (and Schedule 7.2) indicating there are no proportionality issues. Table 6-6 following demonstrates the distribution of the existing City water system assets.

Table 6-6
Existing Water Distribution System
Community Financial Commitment Comparison Data
By Land Use Type

DIF Land Use Category	Allocation of Existing System Assets	Asset/Equity Investment Per Unit or Square Foot
Detached Dwelling Units	\$84,400,194	\$7,085/Unit
Attached Dwelling Units	\$55,914,416	\$6,534/Unit
Commercial Lodging Units	\$2,356,146	\$4,253/Unit
Retail/Service/Office Uses	\$38,692,695	\$3.505/S.F.
Manufacturing/Industrial Uses	\$9,012,228	\$3.505/S.F.
Institutional Uses	\$4,072,351	\$1.345/S.F.

Necessity of DIF Financing. DIFs are necessary for the construction of the remainder of the water system for one significant reason. Initially, the storage and delivery of water has, for many years, been recognized by most public agencies as a utility. Utilities differ from general tax-supported services in that they are similar to private sector utility businesses. Potable water rates are elastic, within reason, and can be set to meet water delivery costs whereas taxes cannot. Therefore, general taxes must be protected and reserved for services that do not have any such an elastic revenue source such as public safety, park maintenance, storm drainage, and other municipal services.

The use of water (consumer benefit) can be measured, unlike many of the City's services. Water rates can, and should be, set to meet the Council's priorities and policies in terms of water use. As a result of the above, the use of general taxes, where no relationship between the rate of taxation and benefit exists, in support of any utility service would be inappropriate.

MAXIMUM LEGALLY-SUPPORTABLE DEVELOPMENT IMPACT FEES

The adoption of Table 6-5, based upon Schedule 6.2 at the end of the chapter, as the water distribution DIFs would generate enough capital to construct the facilities needed by the new development and reduce demands upon the Water Fund. The DIFs contained on Schedule 6.2 also contain accommodation costs far less than the *Existing Community Financial Commitment Comparison* identified in Schedule 6.3 thus there is great support for the proportionality requirements.

Credits Against Development Impact Fees. The City does not charge *stand-by* water rates. Vacant parcels are not charged water rates and therefore they have not contributed to the capital development of the water system. As a result there can be no credit for previous contributions to capital from vacant parcels, simply because there were none made. Additionally, there have been no General Fund expenditures on water projects.

ALTERNATIVE GENERAL PLAN DEVELOPMENT IMPACT FEE METHODOLOGIES

There is an alternative DIF methodology to the six basic General Plan area DIF categories. It is primarily applicable to be applied to more specific demands by the multitude of differing business uses.

Equivalent EDU Based on Meter Size. The standard detached dwelling residence has a 1" meter at 15 gallons per minute normal (minimum-maximum) flow ⁽¹¹⁾ which is defined as the Equivalent Dwelling Unit, or EDU. Schedule 6.2 indicates that the smallest meter size, 1", would cost \$3,096 per connection, at the Minimum Needs based DIF schedule rate. The following Table 6-7 indicates the cost for larger meters based upon the normal flow demands, with again, the detached dwelling (detached) residence as the standard. A two inch meter is rated at 80 gallons per minute, which is 3.2 times larger than the 25 gallons per minute than is afforded by a one inch meter. Thus the two inch meter fee would be 3.2 times higher (\$9,907) than the \$3,096 for the one inch meter. Other meter sizes are as follows:

[This space left vacant in order to place the following table on a single page].

¹¹ *Meter Flow Ranges*, based upon *Minimum Maximum Continuous Flow Rates*, American Water Works Association.

Table 6-7
Equivalent Water Meter Size Calculation
Based upon Minimum Needs-based Impact Fees

Water Meter Size	Normal Water Flow (GPM)	Water Demand Factor	Cost per E.D.U (3/4" Meter)	DIF Cost per Meter Size
1' Meter	25	1.000	\$3,096	\$3,096
1 & ½" Meter	50	2.000	\$3,096	\$6,192
2" Meter	80	3.200	\$3,096	\$9,907
3" Meter	240	9.600	\$3,096	\$29,722
4" Meter	420	16.800	\$3,096	\$52,013
6" Meter	920	36.800	\$3,096	\$113,933
8" Meter	1,600	64.000	\$3,096	\$198,144
10" Meter	2,500	100.000	\$3,096	\$309,600
12" Meter	3,300	132.000	\$3,096	\$408,672

Use of this table should be limited to private project proposals where the Public Works Director or City Engineer determines that the private project proposal will have water demands or use that will be 15% or greater beyond the application of gallons by DIF land use categories identified in Table 6-5 in which case the City shall impose the larger of either Schedule 6.2 or Table 6-5.

RECAP OF HIGHEST LEGALLY-SUPPORTED WATER STORAGE AND DISTRIBUTION SYSTEM DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Water System Development Impact Fee Fund*.
 - Adopt Schedule 6.2 for the six basic land uses categories and place the proceeds of that adopted DIF schedules within the newly created *Water System Development Impact Fee Fund*.
 - Additionally adopt Table 6-7 (demands based upon meter size) and apply these DIF rates when in the opinion of the Public Works Director or the Community Development Director that the water demands of a precise or unusual development will be 15% or greater beyond the application of gallons by DIF land use categories identified within Schedule 6.2.
-

Schedule 6.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Allocation of Project Cost Estimates
Water Storage and Distribution System

			Construction Needs Supported by Other Resources		Infrastructure Needs Generated by Increased Development	
Line #	Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
WT-001	Advanced Oxidation Upgrade - Delta Plant	\$7,000,000	91.58%	\$6,410,600	8.42%	\$589,400
WT-002	Russell Reservoir and Booster Pump Station Zone 2 -5	\$7,000,000	53.87%	\$3,770,900	46.13%	\$3,229,100
WT-003	Replace Bradshawe Reservoir and Booster Station	\$5,500,000	100.00%	\$5,500,000	0.00%	\$0
WT-004	Repair Miscellaneous PRV Valves and PRS	\$796,500	100.00%	\$796,500	0.00%	\$0
WT-005	County Booster Pump Station Improvements	\$2,800,000	91.58%	\$2,564,240	8.42%	\$235,760
WT-006	Upsize Ackley Pumps	\$2,800,000	91.58%	\$2,564,240	8.42%	\$235,760
WT-007	Upsize Zone 2-3 and 3-4 Booster Pumps	\$6,067,000	91.58%	\$5,556,159	8.42%	\$510,841
WT-008	Replace Pine Tree Reservoir	\$5,400,000	100.00%	\$5,400,000	0.00%	\$0
WT-009	SCADA Upgrades and Improvements	\$675,000	91.58%	\$618,165	8.42%	\$56,835
WT-010	Garvey Reservoir Water Utility Office Rehabilitation	\$675,000	100.00%	\$675,000	0.00%	\$0
WT-011	Replace Wells No. 1 and No. 3	\$6,750,000	100.00%	\$6,750,000	0.00%	\$0
WT-012	Zone Fire Protection Upgrades	\$39,571,874	91.58%	\$36,239,922	8.42%	\$3,331,952
Sub-Total General Plan Total New Projects		\$85,035,374	90.37%	\$76,845,726	9.63%	\$8,189,648
LESS:						
Proposition 84 Grant		\$4,000,000	91.58%	\$3,663,200	8.42%	\$336,800
Water Rate Proceeds		\$73,182,526	100.00%	\$73,182,526	0.00%	\$0
Sub-Total Off-Setting Revenues		\$77,182,526	99.56%	\$76,845,726	0.44%	\$336,800
Total Net General Plan Project Costs		\$7,852,848	0.00%	\$0	100.00%	\$7,852,848
			Forward to Schedule 5.2			

NOTES:

1. Costs distribution based upon a frequency and distance factor.

Schedule 6.2

City of Monterey Park
2015-16 Development Impact Cost Calculation
Minimal Needs-based Impact Costs
Water Storage and Distribution System

Proposed Land Use	Undeveloped		Water Generation Factor	Additional Water Demand	Percentage of Additional Demand	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Cost per Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	27.2	114	243.58	27,768	4.49%	\$352,925	\$12,975	4.19	\$3,096 per Unit
Attached Dwelling Units	27.1	1,109	224.64	249,126	40.32%	\$3,166,335	\$116,968	40.97	\$2,855 per Unit
Commercial Lodging Units	7.0	704	146.21	102,932	16.66%	\$1,308,242	\$186,359	100.28	\$1,858 per Unit
Retail/Service/Office Uses	105.7	2,889,000	1,837.19	194,154	31.42%	\$2,467,653	\$23,350	27,337	\$0.854 per S.F.
Manufacturing/Industrial Uses	23.6	1,285,000	1,837.19	43,376	7.02%	\$551,299	\$23,350	54,426	\$0.429 per S.F.
Institutional Uses	1.0	10,890	503.45	503	0.08%	\$6,393	\$6,393	10,890	\$0.587 per S.F.
TOTAL	191.58	---	---	617,859	100.00%	\$7,852,848	Total Infrastructure Master Plan Capital Needs		

Schedule 6.3

City of Monterey Park
2015-16 Development Impact Cost Calculation
Existing Community Financial Commitment Comparison
Water Storage and Distribution System

Proposed Land Use	Developed		Water Generation Factor	Existing Water Demand	Percentage of Additional Demand	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Current Financial Commitment/Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	1,886.22	11,912	243.58	2,901,525	43.18%	\$84,400,194	\$44,746	6.32	\$7,085 per Unit
Attached Dwelling Units	683.76	8,710	224.64	1,956,614	29.12%	\$56,914,416	\$83,237	12.74	\$6,534 per Unit
Commercial Lodging Units	4.44	554	146.21	81,000	1.21%	\$2,356,146	\$530,663	124.77	\$4,253 per Unit
Retail/Service/Office Uses	724.03	11,038,561	1,837.19	1,330,181	19.80%	\$38,692,596	\$53,441	15,246	\$3.505 per S.F.
Manufacturing/Industrial Uses	168.64	2,571,085	1,837.19	309,824	4.61%	\$9,012,228	\$53,441	15,246	\$3.505 per S.F.
Institutional Uses	278.08	3,028,291	503.45	140,000	2.08%	\$4,072,351	\$14,645	10,890	\$1.345 per S.F.
TOTAL	3,745.17	-	-	6,719,144	100.00%	\$195,447,930	Total Infrastructure Master Plan Assets		
							\$134,087,930 in Water Distribution Lines		
							\$31,360,000 in Water Reservoir Capacity		
							\$30,000,000 in Water System Wells		
							\$27,513,750 in Water System Booster Stations and PRV's		
							\$12,500,000 in Water System Treatment Plant		
							\$0 in Water System DIF Fund Balance		

Chapter 7

Sewer Collection Facilities

As was mentioned in the prior chapter and will be reiterated here, a city or public agency experiencing growth may put off the construction of needed parks, roads storm drainage projects and still function, perhaps minimally. However, nothing stops development in its tracks any faster than the potential for overwhelming of a water distribution system or a sewage collection system. These two systems were some of the earliest calculated DIFs, although they were generally called "hook up" fees (12). In short, a residence or business cannot exist without these important connections.

The purpose of the fee. Growth will continue to impact City sewage service especially within areas already served by the sewer collection system which, if not properly sized at construction, could overwhelm the existing capacity of any existing pipe. A properly undertaken Master Plan will eliminate the first problem, but it will take money to construct the upsized lines and acquire other needed sewer system management improvements. It is a commonly accepted principle in both water and sewer expansion that DIF receipts can finance the expansions as needed and required. If a development wanted to connect and there were no close-by lines, the developer would finance the expansion with perhaps a reimbursement agreement if appropriate.

This Chapter will calculate a potential sewer collection fee schedule that represents the proportional expense per unit of growth by DIF Land Use type, i.e., a detached dwelling unit, a commercial lodging unit or 1,000 square feet of business space.

EXISTING SEWER COLLECTION SYSTEM

The City's major line sewer collection system currently consists of an identified 191,100 linear feet of various sized (8" to 18") reinforced concrete pipe with thousands of manholes and various backfill, road base and asphalt. The current cost of duplicating the entire system of major laterals, locals and collectors, would be approximately \$36,536,477. There is no existing Sewer Collection System DIF schedule adopted thus there is no DIF fund balance.

SEWER COLLECTION SYSTEM DEVELOPMENT IMPACT FEES

The use of the fee. The revenues collected from the potentially adopted impact fees identified in this Chapter will be used to construct some portion of the list of projects identified on Schedule 7.1.

Schedule 7.1 identifies thirteen capital projects necessary to accommodate the remaining growth in the City and also maintain the existing system. Development will be responsible for some portion of eleven of the projects. Thirteen of the projects have some portion (or all) of the

12 Not to be confused with a "connection" fee which is a reimbursement for the actual costs of having a city-worker either set the water meter or connect the privately owned sewer pipe from the home to the City's later sewer pipe.

costs related to maintenance of the existing system and thus these portions are not allocated to development. Combined, they will cost an estimated \$4,670,000 to design, construct and inspect, or acquire. The projects are summarized as:

SW-001, Up-to-date Sanitary Sewer System Map Book - Develop and maintain a complete sanitary sewer utilities GIS inventory with details of the data components. The 8.68% attributed to new development represents the percentage that the sewer generation from new development is a function of all sewage collected at General Plan build-out and has been applied to projects SW-001 through SW-006, SW-008 and SW-011.

SW-002, Geographic Positioning Survey – The project consist of an inventory all City sewer facilities using GPS technology.

SW-003 - Purchase Sewer System Computerized Maintenance Management System - Implement a computerized maintenance management system (CMMS) that integrates CCTV information with all of the already-acquired maintenance data. Such a database management system would greatly improve the operations and maintenance management. The project also consists of obtaining the services of a qualified consultant to populate the City's CMMS system with the system attributes from the GIS database.

SW-004, Fats, Oil and Grease (FOG) Program – The project consist of an expansion the City's FOG program to include public outreach and a formal FOG program by the City's collection systems staff.

SW-005, Closed-Circuit Television (CCTV) – The City would expand the CCTV operations equipment and staffing to include one (1) additional van and two (2) additional crew members to properly perform CCTV inspections of new, existing lines and warranty inspections of new subdivisions.

SW-006, Asset Management Plan - Implement a robust asset management plan to proactively develop a rehabilitation and replacement program.

SW-007, System Evaluation and Capacity Assurance Plan (SECAP) - The City's Sewer Master Plan was last updated in July 1996. The City plans to add three new developments in the near future-Atlantic Time Square, Town Center and Market Place. URS has performed sample spreadsheet calculation to ascertain pipe capacities that will be impacted. The analysis indicated minor capacity limitations. However, the City should conduct a full blown Sewer Master Plan to refine and update the Capital Improvement Plan for the City's Sewer System with schedules. Fifty percent of the costs of the system evaluation are driven by new development.

SW-008, Upgrade Field Equipment with Electronic Maps in Sewer Trucks and Use of Pad Technology - Upgrade field equipment to make CCTV software compatible with other office software for a smooth and effective transfer of information using wireless technology and expanded multimedia capability, as well as GPS mapping. Eventually move towards using electronic maps on hard-mounted laptop computers in the sewer crews' trucks

SW-009, On-going CMMS/GIS Training - This project contains the provide capitalize the on-going training for the City's collection and administrative staff to be proficient in use of the

CMMS database and GIS and collection systems maintenance activities. Training costs are not attributed to development.

SW-010, Emergency Overflow Response Plan - City Staff would update the recently prepared Emergency Overflow Response Plan. This would involve completing the plan as well as include systematic and consistent review to ensure the adequacy of the Plan in meeting the WDR requirements. Fifty percent of the costs of the system evaluation are driven by new development.

SW-011, Flow Monitoring - Perform flow monitors at approximately ten flow sites and two rain gauges for a period of three months. The objective of the flow monitors is to collect information of the flows in the sewer system during dry and peak wet-weather conditions. This information would help in ascertaining the extent of infiltration and inflow in the system if any. The data will also assist in model calibration.

SW-012, Implement Sewer Upgrades – This project would consist of the addition of sewer line capacity in Atlantic Boulevard as per URS analysis and also implement sewer upgrades recommended in the 1996 ASL report which has not been implemented yet. One third of this cost has been attributed to new development due to the need to add a second 8" line along Atlantic Boulevard to accommodate new development.

SW-013, Implement Annual Grease and FOG Inspection Program - Capitalization of allowance for regular operation and maintenance at high yield locations for Fats, Oils, and Grease program per 1996 ASL report. Operations costs are not attributed to impact fee financing.

Roughly 26% of the total \$4,670,000 (or \$1,210,489) has been attributed to new development for cost recovery through and impact fee schedule.

The relationship between the use of the fee and type of development paying the fee. The portions of these project costs that are related to development-generated growth-needs were then distributed to the development categories by the system design flows, or gallons per day per acre flow rates (GPAD) for business development or gallons per day (GPD) for residential construction. The sewer design flow rates are based as follows in Table 7-1:

Sewer Demands, by Land Use. Since sewer collection systems do not have meters at individual residences or businesses measuring sewer generation, it is a common engineering practice to anticipate or plan for such demand by applying standard engineering water-to-sewer pass-through percentage averages. Similar with water demands, usage was calculated (and planned for) on either a gallons per dwelling unit per day (GPD) basis for residential uses and a gallons per acre per day (GPAD) basis for business uses. This is consistent with the City's most recent Water Master Plan. Table 7-1 following, calculates the DIF Land Use Type sewer averages based upon this common engineering practice. These averages were then used as the nexus in the DIF sewer project cost distribution model. The capital-needs costs will be distributed over new development based upon the pass-through water to sewer demands.

**Table 7-1
Sewer Flow Rate
Demand by Land Use Type
in GPD or GPAD**

DIF Land Use Type	Water Demand per Day	Water To Sewer Ratio	Sewer Demand per Day
Detached Dwelling Units <i>Winter</i> GPD (1)	187.56	90.0%	168.80
Attached Dwelling Units <i>Winter</i> GPD (1)	172.97	90.0%	155.67
Commercial Lodging Units GPD	112.58	90.0%	101.32
Retail/Service/Office Uses GPAD	1,837.19	90.0%	1,653.47
Manufacturing/Industrial Uses GPAD	1,837.19	90.0%	1,653.47
Institutional Uses GPAD	503.45	90.0%	453.11

GPD = Gallons per Day GPAD = Gallons per Acre per Day

(1). Winter water demands provided by Water operations staff based upon actual water demands.

The relationship between the need for the public facility and the type of development project. Daily sewer demands will vary by category/type of development. However, use within a type tends to meet averages, thus making projection fairly accurate. The six land uses identified for separate impact fees are used along with averages for each of those types of land uses. The service to be provided to the new users will mirror that the existing level of service. Table 7-3 following indicates the existing sewer flow demands from the City's existing users.

**Table 7-2
Existing Community General Plan Additional Sewer Demand
in Gallons per Day or Acres per Day (rounded)**

DIF Land Use Type	Existing Residential Units	Existing Business Acres	Sewer Demand in GPD/GPAD	Existing GPD Sewer Demand
Detached Dwellings	11,912		168.80/Unit	2,010,746
Attached Dwellings	8,710		155.67/Unit	1,355,886
Commercial Lodging Units	554		101.32/Unit	56,131
Retail/Service/Office uses		724.03	1,653.47/Acre	1,197,162
Manufacturing/Industrial Uses		168.64	1,653.47/Acre	278,841
Institutional Uses		278.08	453.11/Acre	126,001
Total Gallons per Day	---	---	---	5,024,767

Table 7-3, following, indicates the demand for sewer (on average) for future development within the City.

**Table 7-3
Future Community General Plan Additional Sewer Demand
in Gallons per Day or Gallons per Acres per Day (rounded)**

DIF Land Use Type	Future Residential Units	Added Business Acres	Sewer Demand in GPD/GPAD	Projected GPD Sewer Demand
Detached Dwellings	114		168.80/Unit	19,243
Attached Dwellings	1,109		155.67/Unit	172,638
Commercial Lodging Units	704		101.32/Unit	71,329
Retail/Service/Office uses		105.7	1,653.47/Acre	174,739
Manufacturing/Industrial Uses		23.6	1,653.47/Acre	39,038
Institutional Uses		1.0	453.11/Acre	453
Total Gallons per Day	---	---	---	477,440

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. Again using the GPD/GPAD demand data from Table 7-1 and the land use data base, the City will be asked to collect and transport an additional 477,440 gallons of sewage per day (average) from anticipated new users (Table 7-3). This is a 9.5% increase over the existing 5,024,767 gallons per day currently collected and transported (Table 7-2). This does not include the sewer demands from public institutions, other non-private uses and system loss or in-fill (from rainfall). Obviously this is an annual average and seasonal factors could be expected to affect use.

General Plan Build-out Total Daily Sewer Demand. The total average daily sewer need (existing and future) is 5.5 million gallons daily at General Plan build-out. Table 7-4 following demonstrates General Plan build-out sewer demand by land use type. Future sewer demands (at 477,440 gallons per day) will amount to 8.68% of the total General Plan build-out total of 5,502,209 daily gallons. A number of the proposed sewer projects have 8.68% of those project costs allocated to new development.

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Table 7-4
General Plan Build-out Sewer Demand
in Gallons per Day or Acres per Day (rounded)

DIF Land Use Type	Total Residential Units	Total Business Acres	Sewer Demand in GPD/GPAD	Total GPD Sewer Demand
Detached Dwellings	12,026		168.80/Unit	2,029,989
Attached Dwellings	9,819		155.67/Unit	1,528,524
Commercial Lodging Units	1,258		101.32/Unit	127,461
Retail/Service/Office uses		829.71	1,653.47/Acre	1,371,901
Manufacturing/Industrial Uses		192.25	1,653.47/Acre	317,880
Institutional Uses		279.08	453.11/Acre	126,454
Total Gallons per Day	---	---	---	5,502,209

DISTRIBUTION OF CAPITAL COSTS

Table 7-5 following, is extracted from Schedule 7.2 and demonstrates the results of distributing the \$1,210,489 in sewer system expansion costs over the remaining undeveloped parcels.

Table 7-5
Basic Needs-based Sewer Collection System
Development Impact Costs
by DIF Land Use Type

DIF Land Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$48,788	\$428/Unit
Attached Dwelling Units	\$437,702	\$395/Unit
Commercial Lodging Units	\$180,846	\$257/Unit
Retail/Service/Office Uses	\$443,029	\$0.153/S.F.
Manufacturing/Industrial Uses	\$98,976	\$0.077/S.F.
Institutional Uses	\$1,149	\$0.105/S.F.

The results indicate that the varying types of residential dwellings will need to contribute anywhere from a low of \$395 per attached dwelling unit to a high of \$428 per detached dwelling unit in either DIF payments or in contributed capital in the form of off-site sewer lines (to the same amount).

Existing Contribution. Table 7-6, following, distributes the current cost, or equity, of the existing sewer collection system distributed over those who have contributed to the existing sewer system, the current users and rate payers. This has been done in the same manner as the future costs were distributed against the future users, by the same average demand statistics used for modeling master plans. The results indicate that the average attached density dwelling unit has contributed \$1,132 per unit and a detached dwelling unit has contributed about \$1,227 per unit.

**Table 7-6
Existing Sewer Collection System Community
Financial Commitment Comparison Data**

DIF Land Use Type	Allocation of Development Costs	Development Impact Cost Per Unit or Square Foot
Detached Dwelling Units	\$14,620,693	\$1,227/Unit
Attached Dwelling Units	\$9,859,024	\$1,132/Unit
Commercial Lodging Units	\$408,144	\$737/Unit
Retail/Service/Service Uses	\$8,704,898	\$0.789/S.F.
Manufacturing/Industrial Uses	\$2,027,530	\$0.789/S.F.
Institutional Uses	\$916,188	\$0.303/S.F.

Gallon per Day Costing Method. Lastly, the cost per gallon per day is \$2.54 per gallon based upon a total net cost of General Plan build-out sewer improvements of \$1,210,489 divided by the 477,440 additional gallons of sewage per day additional demand. This figure could be used for any unusual private proposal that does not easily fit within the previous costing method. Given the potential significant variance in sewer demand possible for unusual industrial and commercial establishments, the City may wish to have as a second alternative the ability to impose non-residential development DIFs based upon a per gallon specific use demand.

PROPORTIONATE SHARE ANALYSIS

Necessity for Sewer System DIFs. DIFs are necessary and appropriate for the construction of the remainder of the sewer collection system for one significant reason. Similar to the distribution of water, the collection and treatment of sewage has long since been recognized by most public agencies as a utility. Utilities differ from general tax-supported services in that they are similar to private sector utility businesses and are financed by utility rates. Sewer collection rates are relatively elastic, within reason, and can be set to meet sewage collection costs whereas taxes for general municipal services cannot. As a result, general taxes must be protected and reserved for services that do not have any such an elastic revenue source such as public safety, park maintenance, storm drainage, library services and other City services. Additionally, as long as the existing sewer users have an adequate system for their needs, they would have little interest in having sewer rates rise for any reason other than operating costs as opposed to meeting the cost of adding new users. Clearly, the cost of adding to the system

infrastructure to accommodate additional private development demands should be imposed upon that same private development.

The contribution to the sewer collection system (benefit) can be measured. Sewer rates can, and should be, set to meet the Council's priorities and policies in terms of the sewer system use. The use of general taxes, where no relationship between the rate of taxation and benefit exists, in support of any utility service would be inappropriate.

MAXIMUM LEGALLY-SUPPORTABLE DEVELOPMENT IMPACT FEES

The adoption of Schedule 7.2 at the end of the Chapter text (as summarized in Table 7-2), as the Sewer Collection Facilities DIF schedule is both reasonable and would generate enough capital to assist in construction the infrastructure facilities needed by the new development. Additionally the DIFs contained on Schedule 7.2 contain accommodation costs far less than the *Existing Community Financial Commitment Comparison* identified in Schedule 7.3 thus there is great evidence for the requirement for proportionality.

RECAP OF HIGHEST LEGALLY-SUPPORTED SEWER COLLECTION SYSTEM DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Sewer Collection System Development Impact Fee Fund*.
 - Adopt Schedule 7.2 for the six basic land uses categories and place the proceeds of that adopted DIF schedules within the newly created *Sewer Collection System Development Impact Fee Fund*.
-

Schedule 7.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Allocation of Project Cost Estimates
Sewer Collection System Facilities

			Construction Needs Supported by Other Resources		Infrastructure Needs Generated by Increased Development	
Line #	Project Title	Estimated Cost	Percent Need	Apportioned Dollar Cost	Percent Need	Apportioned Dollar Cost
SW-001	Update Sanitary Sewer System Map Book	\$100,000	91.32%	\$91,323	8.68%	\$8,677
SW-002	Geographic Positioning System	\$100,000	91.32%	\$91,323	8.68%	\$8,677
SW-003	Computerized Maintenance Management System (CMMS)	\$250,000	91.32%	\$228,307	8.68%	\$21,693
SW-004	Fats, Oils and Grease (FOG Program	\$100,000	91.32%	\$91,323	8.68%	\$8,677
SW-005	Closed Circuit Television (CCTV)	\$300,000	91.32%	\$273,968	8.68%	\$26,032
SW-006	Asset Management Plan	\$500,000	91.32%	\$456,614	8.68%	\$43,386
SW-007	System Evaluation and Capacity Assurance Plan (SECAP)	\$150,000	50.00%	\$75,000	50.00%	\$75,000
SW-008	Upgrade Field Equipment for Compatibility with CCTV	\$50,000	91.32%	\$45,661	8.68%	\$4,339
SW-009	CCMS and GPS On-going Training	\$10,000	100.00%	\$10,000	0.00%	\$0
SW-010	Emergency Overflow Response Plan	\$15,000	50.00%	\$7,500	50.00%	\$7,500
SW-011	Flow Monitoring	\$75,000	91.32%	\$68,492	8.68%	\$6,508
SW-012	Implement Sewer Upgrades	\$3,000,000	66.67%	\$2,000,000	33.33%	\$1,000,000
SW-013	Implement FOG Inspection Program (staffing)	\$20,000	100.00%	\$20,000	0.00%	\$0
Sub-Total General Plan Total New Projects		\$4,670,000	74.08%	\$3,459,511	25.92%	\$1,210,489
LESS:						
Development Impact Fee Fund Balance (none)		\$0	0.00%	\$0	100.00%	\$0
Sewer Rate Proceeds		\$3,459,511	100.00%	\$3,459,511	0.00%	\$0
Sub-Total Off-Setting Revenues		\$3,459,511	100.00%	\$3,459,511	0.00%	\$0
Total Net General Plan Project Costs		\$4,670,000	0.00%	\$0	25.92%	\$1,210,489
					Forward to Schedule 6.2	

Schedule 7.2

City of Monterey Park
2015-16 Development Impact Cost Calculation
Minimal Needs-based Impact Costs
Sewer Collection System Facilities

Proposed Land Use	Undeveloped		Sewer Generation Factor	Additional Sewer Demand	Percentage of Additional Demand	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Development Impact Cost per Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	27.2	114	168.80	19,243	4.03%	\$48,788	\$1,794	4.19	\$428 per Unit
Attached Dwelling Units	27.1	1,109	155.67	172,638	36.16%	\$437,702	\$16,169	40.97	\$395 per Unit
Commercial Lodging Units	7.0	704	101.32	71,329	14.94%	\$180,846	\$25,761	100.28	\$257 per Unit
Retail/Service/Office Uses	105.7	2,889,000	1,653.47	174,739	36.60%	\$443,029	\$4,192	27,337	\$0.153 per S.F.
Manufacturing/Industrial Uses	23.6	1,285,000	1,653.47	39,038	8.18%	\$98,976	\$4,192	54,426	\$0.077 per S.F.
Institutional Uses	1.0	10,890	453.11	453	0.09%	\$1,149	\$1,149	10,890	\$0.105 per S.F.
TOTAL	191.58	--	--	477,440	100.00%	\$1,210,489	Total Infrastructure Master Plan Capital Needs		
ALTERNATIVE FEE METHODOLOGY				477,440		\$1,210,489	\$2.54 per Gallon Water Demand		

Schedule 7.3

City of Monterey Park
 2015-16 Development Impact Cost Calculation
 Existing Community Financial Commitment Comparison
 Sewer Collection System Facilities

Proposed Land Use	Developed		Sewer Generation Factor	Existing Sewer Demand	Percentage of Existing Demand	Allocation of Expansion Costs	Cost Distribution Per Acre	Average Units or Square Feet/Acre	Current Financial Commitment/Unit or Square Foot
	Acres	Units							
Detached Dwelling Units	1,886.22	11,912	168.80	2,010,746	40.02%	\$14,620,693	\$7,751	6.32	\$1,227 per Unit
Attached Dwelling Units	683.76	8,710	155.67	1,355,886	26.98%	\$9,859,024	\$14,419	12.74	\$1,132 per Unit
Commercial Lodging Units	4.44	554	101.32	56,131	1.12%	\$408,144	\$91,924	124.77	\$737 per Unit
Retail/Service/Office Uses	724.03	11,038,561	1,653.47	1,197,162	23.83%	\$8,704,898	\$12,023	15,246	\$0.789 per S.F.
Manufacturing/Industrial Uses	168.64	2,571,085	1,653.47	278,841	5.55%	\$2,027,530	\$12,023	15,246	\$0.789 per S.F.
Institutional Uses	278.08	3,028,291	453.11	126,001	2.51%	\$916,188	\$3,295	10,890	\$0.303 per S.F.
TOTAL	3,745.17	--	--	5,024,767	100.00%	\$36,536,477	Total Infrastructure Master Plan Assets		
							\$36,536,477 in Sewer Collection System Pipe Assets		
							\$0 in Storm Drainage System DIF Fund Balance		

Chapter 8

Library Facilities Space and Collection Items

The City is served by the 62,000 square foot Bruggemeyer Library which houses the 172,242 collection items inventory. Table 8-1, following, identifies the two current Library standards offered for use to the City's residents.

Table 8-1
Identification of Current Library Inventories
and Calculation of Space and Collection Items Standards per Resident

Facility	Library Square Feet	Library Collection Items
Bruggemeyer Library	62,000	172,242
Current City Population	62,063	62,063
Current Standard/Resident	0.999	2.775

When the total 62,000 square feet are divided by the current population of 62,063, a library facilities standard of 0.999 square feet/person, (62,000 square feet ÷ 62,063 persons) is established. The standard of collection items of 2.775 items per residents is based upon 172,242 items divided by the existing population of 62,063.

The purpose of the fee. Stated simply, the 62,000 square feet of library space will only be able to accommodate a finite number of collection items and patrons. Additional development will increase the demand on the existing square feet of library space and the collection items.

The fee will enable the City to assist in the financing of the construction of additional library square feet and the acquisition of additional library collection items to allow the City's residents have reasonable access to and enjoyment of the library space and collection. Table 8-2, following, indicates that the remaining residential development and typical number of persons per type of residential dwelling will generate a need for an additional 3,777 square feet in order to maintain the existing local library facility standard of 0.999 square feet per person.

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Table 8-2
Square Feet Required to Maintain Existing
Local County Library Standard

Residential DIF Land Use Type	Number of Units Anticipated	Persons per Dwelling	Population Generated
Detached Dwelling Units	114	3.052	348
Attached Dwelling Units	1,109	3.096	3,433
Additional City Residents from Added Dwelling Units			3,781
Square Foot per Person Existing Standard			0.999
Square Feet of Library Space Required to Maintain Standard			3,777

The City also has an inventory of books, tapes, subscriptions called the *collection*. The City currently has 172,242 volumes in its collection. Again, divided by the existing population of 62,063, the resulting standard is 2.775 current volumes per person. Table 8-3, following, indicates the additional number of residents (3,781) to be served and the number of volumes required (10,492) to maintain the existing standard to maintain the existing 2.775 volumes per person in light of the additional 3,781 additional residents at build-out.

Table 8-3
Collection Items Required to Maintain Existing
Local County Library Standard

Residential DIF Land Use Type	Number of Units Anticipated	Persons per Dwelling	Population Generated
Detached Dwelling Units	114	3.052	348
Attached Dwelling Units	1,109	3.096	3,433
Additional City Residents from Added Dwelling Units			3,781
Collection Items per Person Existing Standard			2.775
Library Collection Items Required to Maintain Standard			10,492

The use of the fee. The fee, if adopted, would be imposed, collected and expended on acquiring *additional* library facility space and on acquiring *additional* collection volumes in the library collection, but not on the replacement of either.

The relationship between the use of the fee and the type of development paying the fee. The development of any acreage zoned for residential uses, increases the demand on the finite amount of library space and volumes. Thus, those residential land uses that generate higher amounts of residents (i.e., detached dwelling unit) will be charged a proportionally higher amount. There is no information available demonstrating a substantive link or nexus between library use and local businesses.

The relationship between the need for the public facilities and the type of development project. Any collected library DIFs will be used to acquire additional library space and library collection items for the new residents of new residential development. The fees will merely maintain the existing ratios of space per resident and number of collection items per Monterey Park resident. The fees cannot be used for any other purpose than expansion of library space and acquisition of collection items.

The relationship between the amount of the fee and the cost of the portion of the public facility attributed to the development project. The cost of acquiring land for additional library space and construction is about \$632.24 per square foot per Schedule 8.1. The 62,000 square feet of library space, when divided by the 62,063 existing citizens creates a standard of 0.999 square feet of library space per citizen. The standard of 0.999 square foot standard multiplied by the \$632.24 per square foot of pad cost of library construction results in a charge of \$631.61 per additional City resident.

Table 8-4
Establishment of the Library Facilities Standard
and Cost per Person to Maintain the Standard

Library Square Feet	62,000
Current Population	62,063
Square Feet per Resident	0.999
Construction Cost of Library per Square Foot	\$475.00
Cost per Additional Resident	\$474.53

The cost of acquiring additional volumes, called the accession process ⁽¹³⁾ (per Schedule 8.1) is estimated to be \$25.00 per volume. The accession process cost has been decreased steadily over the years due to the contracting out this time-intensive process. The 172,242 volumes used by Monterey Park residents, when divided by the 62,063 existing citizens, it creates a standard of 2.775 library collection items per City resident. The standard of 2.775 collection items multiplied by the \$25.00 per volume results in a cost of \$69.38 per additional City resident, in order to maintain the existing standard. Table 8-5 identifies this:

[This space left vacant to place the following table on a single page]

¹³ The accession process includes: need research, ordering, receipt, preparation, entering it into the computer and actual placement on the shelves.

Table 8-5
Establishment of the Library Collection Standard
and Cost per Person to Maintain the Standard

City-owned (or generated) Collection Items	172,242
Current Population (State D.O.F.)	62,063
Collection Items per Resident	2.775
Accessions Cost per Collection Item	\$25.00
Cost per Additional Resident	\$69.38

Library Space and Collection Items DIF Schedule. The combined cost per new resident is \$543.91 (\$474.53 for 0.999 square feet of library space and \$69.38 for 2.775 additional collection items). Table 8-6, following, indicates the amount required for pro-rata expansion of the library space per Schedule 8.1. If adopted and imposed on the remaining development, it would collect enough to construct an additional 3,777 square feet of library space and acquire an additional 10,492 volumes to insure the maintenance of the current LOS standards..

Table 8-6
Summary of Library Space and Collection Impact Costs

DIF Land Use Type	Residents Per Dwelling	Cost per Resident	Impact Cost per Dwelling
Detached Dwelling Units	3.052	\$543.91	\$1,660
Attached Dwelling Units	3.096	\$543.91	\$1,684

RECAP OF HIGHEST LEGALLY-SUPPORTED LIBRARY SPACE AND COLLECTION ITEMS DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Library Development Impact Fee Fund*.
 - Adopt Schedule 8.1 for the two basic residential land use types and place the proceeds of that adopted DIF schedule within the newly created *Library Development Impact Fee Fund*.
-

Schedule 8.1

**City of Monterey Park
2015-16 Development Impact Cost Calculation
Library Facilities Space and Collection Items**

Library Facility	Library Space	Collection Items	
Bruggemeyer Library	62,000	172,242	
Total Assets	62,000	172,242	
Current City Population	62,063	62,063	
Current Library Assets Standards	0.999	2.775	
Acessions Cost per Collection Item		\$25.00	
Construction Cost per Square Foot	\$475.00		
Total Cost per Acre	\$475.00	\$25.00	
Current Library Assets Standards	0.999	2.775	
Acquisition/Construction Cost per Resident	\$474.53	\$69.38	
Cost per Additional Resident	\$474.53	\$69.38	\$543.91

	Occupants/ Dwelling	Library Square Feet	Library Collection	Total Library Costs
Detached Dwelling Unit	3.052	\$1,448	\$212	\$1,660
Attached Dwelling Unit	3.096	\$1,469	\$215	\$1,684

Chapter 9

Public Use (Community Centers) Facilities Space

This important component of the City's offerings to its citizens is calculated separately from the Park Land and Open Space Acquisition and Park Improvements DIF calculation as a separate DIF infrastructure calculation category. This was undertaken for three reasons.

First, few parks contain a community public use center. Secondly, it is difficult to insure that the cost for such a facility is properly included in the average park development cost per acre. Lastly and perhaps most importantly, it has been the experience of RCS staff, that when the cost for community centers is included as a cost of park development, these facilities simply do not get built. This is because the park impact fee revenues get used on the costly demand for turfed park acres with active or passive-use park improvements.

The Existing System. The City has a number of facilities currently dedicated for public use facilities. Such facilities are available to community groups for meetings and other civic functions. This category of buildings differs from general facilities, which are those used by the City staff to undertake their municipal service duties (City Hall as an example).

The City owns a number of facilities dedicated to a specific use, such as the art center or senior center, and a number available for broader uses, such as the community center. Table 9-1 shows the City's existing *Public Use Facilities*.

Table 9-1
Inventory of Existing (Owned) Public Meeting Facilities

Public Use Facility	Square Feet
Barnes Park Gymnasium	17,809
Barnes Park Service Club	6,274
Brightwood Cafetorium	5,600
El Encanto Cultural Center	2,416
Garvey Ranch Park Community Center	8,600
George E. Elder Park Community Room	13,056
Langley Center	22,240
Sierra Vista Park Community Center	2,931
Total - Public Use Facilities Square Feet	78,926

Based upon an existing State Department of Finance 2015 population of 62,063, the 78,926 square feet creates an impressive standard of 1.272 square feet per resident. This standard indicates that the City maintains a substantial commitment to providing a community center or recreation space for public groups and individuals.

Table 9-2, following, demonstrates the calculation establishing the square foot standard:

Table 9-2
Calculation of Public Use Facilities
Square Foot Standard

Public Use Facilities Space Square Feet	78,926
Current City Population	62,063
Square Foot per Resident Standard	1.272

Demand Upon Infrastructure Created by the Development of Underdeveloped or Undeveloped Parcels. Simply stated, additional residential dwelling units will increase the population, placing greater demands for use of the existing community centers. The construction of a detached dwelling unit will create, on average, 3.052 potential new community center users. The addition of a new attached dwelling will create on average 3.096 potential new users.

The purpose of the fee. The purpose of the fee is to determine the cost of expanding the community center and public-use type facilities by some 4,893 square feet to meet the added demands created by the construction of additional residential dwelling units. It should be noted that 4,893 square feet of public use facilities may not fully meet the needs of the build-out community and that additional square feet may be desired by the community. The reference to the 4,893 square feet indicates that is the amount of additional public use facilities square feet that could be financed by DIFs. Table 9-3, following, demonstrates the calculation of the number of additional square feet required to maintain the existing Public Use facilities standard:

Table 9-3
Square Feet of Community Center Space
Required to Maintain Existing Standard

Residential DIF Land Use Type	Number of Units Anticipated	Persons per Dwelling	Population Generated
Detached Dwelling Units	114	3.052	348
Attached Dwelling Units	1,109	3.096	3,433
Additional City Residents from Added Dwelling Units			3,781
Square Foot per Person Existing Standard			1.272
Public Use Facilities S.F. Required to Maintain Standard			4,893

The use of the fee. The fee, if adopted, would be imposed, collected, and spent on the construction of additional community center space that benefits City of Monterey Park residents, not rehabilitation of any existing public use facility.

The relationship between the use of the fee and type of development paying the fee. Different types of residential dwellings generally have differing amounts of people dwelling in them. Census data (from Table 2-3) indicates the following occupancy statistics for the City:

Detached Dwelling Units.....	3.052 Persons/Unit
Attached Dwelling Units.....	3.096 Persons/Unit

The relationship between the need for the public facility and the type of development project. The fee will be used to expand the amount of community center square feet in proportions consistent with the average persons per dwelling. Community centers would be expanded in the following amounts following, by type of residential dwelling:

Detached Dwelling Unit.....	3.052 Persons per Unit X 1.272 Square Feet = 3.882 Square Feet
Attached Dwelling Unit.....	3.096 Persons per Unit X 1.272 Square Feet = 3.938 Square Feet

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. The cost of adding 1.272 square feet of building space per person is roughly \$604.20 based upon \$475.00 per square foot of building pad for construction. A detached dwelling unit with 3.052 persons would require 3.956 square feet of public meeting space at a cost of \$1,844 (3.052 square feet X \$604.20 per square foot, rounded). An attached dwelling unit requires 3.096 square feet of public meeting space at a cost of about \$2,455 (3.956 square feet X \$604.20 per square foot). Table 9-4, following, indicates the proposed Public Meeting DIF.

**Table 9-4
Summary of Public Meeting Facilities Impact Fee**

DIF Land Use Type	Impact Fee Per Unit
Detached Dwelling Unit	\$1,844
Attached Dwelling Unit	\$1,871

RECAP OF HIGHEST LEGALLY-SUPPORTED PUBLIC USE FACILITIES DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Sports and Leisure Facilities Development Impact Fee Fund*.
 - Adopt Schedule 9.1 for the two basic residential land use types and place the proceeds of that adopted DIF schedule within the newly created *Sports and Leisure Facilities Development Impact Fee Fund*.
-

Schedule 9.1

City of Monterey Park
2015-16 Development Impact Cost Calculation
Public Use (Community Center) Facilities Space

	Land and Building
Barnes Park Gymnasium	17,809
Barnes Park Service Club	6,274
Brightwood Cafetorium	5,600
El Encanto Cultural Center	2,416
Garvey Ranch Park Community Center	8,600
George E. Elder Park Community Room	13,056
Langley Center	22,240
Sierra Vista Park Community Center	2,931
Existing City-owned Public Use Facilities Square Feet	78,926
Current Population	62,063
Square Foot per Resident Standard	1.272
Average Public Use Facility Construction Cost per Square Foot	\$475.00
Total Cost for One Square Foot of Public Use Space	\$475.00
Square Foot per Resident Standard	1.272
Cost per New Resident	\$604.20

Cost per Land Use Residential Dwelling Unit	Density per Dwelling Unit	Cost per Dwelling Unit
Detached Dwelling Unit	3.052	\$1,844
Attached Dwelling Unit	3.096	\$1,871

Chapter 10 Aquatics Facilities

This component of City infrastructure is also separated from the Park Land and Open Space Acquisition and Recreation Facilities DIF for the same reasons described in the previous Chapter regarding Public Use (community center) Facilities.

The Existing System. The City owns two aquatics facilities consisting of a total of 16,323 square feet of swimming pool surface, 2,450 square feet of splash pools and 9,811 square feet of combination locker/utilities/office buildings. These remaining facilities are available to individuals and groups represented by the existing 62,063 residents for leisure and general fitness uses. Table 10-1, following, details the capabilities of the two aquatics complexes and their *de facto* standards.

**Table 10-1
Existing City Pools/Utility Buildings**

Pool Facility	Pool Surface Capacity	Splash Pads/ Wading Pools	Pool Support Facilities
Elder Park Pool	7,230	1,200	5,473
Barnes Park Aquatics Center	9,093	1,250	4,338
Total Square Feet	16,323	2,450	9,811
City Residents	62,063	62,063	62,063
Standard in Square Feet	0.2630	0.0395	0.1581

The purpose of the fee. The purpose of the fee is to maintain the City's current aquatics-based levels of service. Simply stated, additional residential dwelling units will increase the population which places greater demands upon the City's existing aquatics centers capacity. The construction of detached dwelling and attached dwellings will create, on average, 3.052 and 3.096 potential new potential pool users, respectively. The current *de-facto* standards are 0.2630 square feet of pool surface per resident, 0.0395 square feet of splash pad/wading pool per resident and 0.1581 square feet of locker/office building per City resident.

The use of the fee. The fee, if adopted, would be imposed, collected, and spent on the construction of additional aquatics centers that would benefit City of Monterey Park residents, but would not be spent on rehabilitation of the existing aquatic center.

The relationship between the use of the fee and type of development paying the fee. Different types of residential dwellings generally have differing numbers of people dwelling in them. United States Census 2000 data (see Chapter 2) was used to determine the occupancy density statistics for the City. They are summarized following:

Detached Dwelling Units	3.052 Persons/Unit
Attached Dwelling Units	3.096 Persons/Unit

The relationship between the need for the public facility and the type of development project. The fee will be used to expand the pool and aquatics center space in proportions consistent with the average persons per dwelling. The aquatic center pools, wading pools and locker/utility buildings would be expanded in the amounts in the following Table 10-2, by type of residential dwelling:

**Table 10-2
Space Requirements to maintain Existing Standard
By Residential Dwelling Type**

Residential Dwelling Type	Pool Capacity	Wading Pool Capacity	Support Building Capacity
Detached Dwelling	0.8027 S.F.	0.1205 S.F.	0.4825 S.F.
Attached Dwelling	0.8143 S.F.	0.1222 S.F.	0.4894 S.F.

The relationship between the amount of the fee and the cost of the portion of the facility attributed to the specific development project. Schedule 10.1 indicates the pool, wading pool and locker building cost calculations. The pool construction costs are also based upon past pool construction costs received from previous agencies.

The three separate square foot costs above total about \$266.40 per person for the pool expansion (\$750/S.F. X 0.2630 = \$197.26 per person) about \$17.76 per person for the wading pool/splash pads (\$450/S.F. X 0.0395 = \$17.76 per person) and support building expansion (\$325/S.F. X 0.1581 = \$51.38 per person) or \$226.40 per added resident for the three construction components. Thus a detached dwelling detached unit would incur impact costs of \$813, (3.052 persons X \$226.40, rounded). An attached dwelling unit would generate impact costs of about \$825, (3.096 persons X \$226.40, rounded).

Resulting Development Impact Cost Schedule. Schedule 10.1, as summarized by Table 10-3 following, indicates the proposed Aquatics Facilities cost schedule that would maintain the existing aquatics facilities *de facto* standards.

**Table 10-3
Summary of Aquatics Facilities Impact Fee**

DIF Land Use Residential Type	Impact Fee Per Unit
Detached Dwelling Unit	\$813
Attached Dwelling Unit	\$825

**RECAP OF HIGHEST LEGALLY-SUPPORTED AQUATICS FACILITIES DEVELOPMENT
IMPACT FEES ADOPTION STEPS**

- Create the *Sports and Leisure Facilities Development Impact Fee Fund*.
 - Adopt Schedule 10.1 for the two basic residential land use types and place the proceeds of that adopted DIF schedule within the newly created *Sports and Leisure Facilities Development Impact Fee Fund*.
-

Schedule 10.1

City of Monterey Park
 2013-14 Development Impact Cost Calculation
 Quality of Life Infrastructure
 Aquatics Facilities

	Pool Capacity in Surface Square Feet	Splash Pads/ Wading Pools in Surface Square Feet	Support Facilities in Building Square Feet		
Elder Park Pool	7,230	1,200	5,473		
Barnes Park Aquatics Center	9,093	1,250	4,338		
Current Pool Size (Surface Square Feet):	16,323				
Current Splash Pools (Surface Square Feet):		2,450			
Current Aquatics Building (Square Feet):			9,811		
Current Population (1)	62,063	62,063	62,063		
Existing Standards:					
Square Feet of Standard Pool Surface /Resident	0.2630				
Square Feet of Splash Pools Surface /Resident		0.0395			
Square Foot of Locker Building/Person			0.1581		
Construction Costs					
Pool Cost per Surface Square Foot	\$750.00				
Pool Cost per Surface Square Foot		\$450.00			
Facilities Construction/Square Foot			\$325.00		
Existing Standards per Resident	0.2630	0.0395	0.1581		
Adjusted Pool Cost per Resident	\$197.26				
Adjusted Splash Pad Cost per Resident		\$17.76			
Adjusted Facilities Cost per Resident			\$51.38		
Total Cost per Added Resident	\$197.26	\$17.76	\$51.38	\$266.40	
Cost per Residential Dwelling Unit	Density per Dwelling Unit	Pool Surface	Splash Pads/ Wading Pools	Support Facilities	Total Cost
Detached Dwelling Unit	3.052	\$602	\$54	\$157	\$813
Attached Dwelling Unit	3.096	\$611	\$55	\$159	\$825

Chapter 11

Park Land and Open Space Acquisition And Parks Improvements

This Chapter summarizes the City's existing inventory of parks and identifies the ratio of park land per resident allowable under the Quimby Act (§66477 of the Government Code) (14) for residential developments involving the subdivision of land and the Mitigation Fee Act (§66000 of the Government Code) for the construction of residential developments not involving the subdivision of land. The existing per capita standard is then utilized to calculate the park dedication requirement for future residential development.

EXISTING PARKS AND RECREATION SYSTEM

Active and passive parks and park recreational facilities constitute one of the City of Monterey Park's continuing challenges both with respect to facilities for both current residents and future citizens. The provision of a well-planned park system, with a variation in the size and nature of facilities offered, is an important amenity to residents of any city, the City of Monterey Park included. A mixture of passive and active uses and facilities and programs which appeal to a broad spectrum of potential park users is considered optimal in most urban cities. A city's park system is often a major factor in selection of a place to live. Providing that the current acres dedicated to park use serves well to meet the City's current needs it should be able to absorb the potential a nearly 6% increase in the City's population at General Plan build-out. However, given the City's relatively limited *de facto* standard of 1.33 acres of parkland per 1,000 residents, the City's inventory of park acres may already be exceeding its maximum benefit.

Future residential development, by increasing the City's population, will impact the City's park system by requiring additional sports and activities fields and adequate space for various athletic and social activities. Even with the limited residential growth projected in this report, the challenge facing the City will be to provide new facilities and park land to serve the recreational needs of these 3,781 new residents. Without additional park land acquisition and continued development of currently owned but perhaps underutilized park land, the City's parks could become overcrowded and overused, with the ultimate result becoming a negative experience for park users.

Existing Parks. Currently, the City owns approximately 82.80 acres of park land, almost all of it developed. Garvey Ranch Park, Barnes Park, George E. Elder Park are three of the largest conventional developed parks, representing nearly sixty percent of the total park system acreage and provide the greatest variety of sports and active uses.

Table 11-1, following, is an inventory of the existing park acreage.

14 Adoption of a Quimby Act Fee requires a park "plan".

Table 11-1
Inventory of Owned and Developed Park Land

Park or Space Name	Owned Park Acres	Developed Park Acres
Barnes Park	12.40	12.40
Bella Vista Park	4.00	4.00
Cascades Park	1.26	1.26
Edison Trails Park	2.25	2.25
George E. Elder Park	12.85	12.85
Highlands Park	5.50	5.50
La Loma Park	8.05	8.05
Beth Ryan Park	0.30	0.30
Pinetree Park	0.50	0.50
Sequoia Park	7.17	7.17
Sierra Vista Park	3.00	3.00
Sunnyslope Park	3.86	3.86
Garvey Ranch	21.66	21.66
Total - Park Acres	82.80	82.80

City De Facto Park Standard. Table 11-2 following is a comparison of the acreage of parks to the City of Monterey Park's current population and indicates that the City presently possesses an modicum standard of 1.334 acres of owned park land per 1,000 residents, (82.80 acres ÷ [62,063 residents ÷ 1,000], rounded). The 1.334 acres/1,000 residents standard is lower than the threshold benchmark of 3.0 acres per 1,000 persons contained in Section 66477 of the California Government Code relating to dedication of parks and triple what most cities have as a target standard.

Table 11-2
Calculation of Actual City-owned Park Acres Standard

	Owned Acres	Developed Acres
Total Park Acres	82.80	82.80
Current City Population	62,063	62,063
Population Divided by 1,000	62.063	62.063
Park Acres per 1,000 Population	1.334	1.334

California's Quimby Act. Unlike the other facilities discussed in this Report, the California Government Code contains enabling legislation for the acquisition and development of community and neighborhood parks by a City. This legislation, codified as Section 66477 of the Government Code is commonly referred to as *the Quimby Act*. The Act establishes criteria for charging new development for park facilities based on specific adopted park standards. This Report will recommend the adoption of Quimby-style park fees over an AB 1600-style DIF for developments requiring the subdivision of land and an AB 1600 DIF for non-subdivided land.

Allowable Park Standard Under §66477 of the Government Code, the City may charge new residential development based on a standard of 3.0 acres per 1,000 residents even if the City does not presently possess a ratio of 3.0 acres per 1,000 for the existing population. The Government Code also enables a city to charge development based on a standard higher than 3.0 acres (to a maximum of 5.0 acres) if the municipality can demonstrate that it currently exceeds the minimum benchmark ratio of 3.0 acres per 1,000 residents. Most cities adopt the 3.0 acres standard. The maximum standard, for Quimby Act application, is capped at 5.0 acres per 1,000 residents.

The law states that "if the amount of existing neighborhood and community park area ... exceeds the [3 acres of park area per 1,000 person] limit ... the legislative body may adopt the calculated amount as a higher standard not to exceed 5 acres per 1,000 persons" (15). Park fees may be required by the City provided that the City meets certain conditions including:

- The amount and location of land to be dedicated or the fees to be paid shall bear a reasonable relationship to the use of the park by the future inhabitants of the subdivision.
- The legislative body has adopted a General Plan containing a recreational element, and the park and recreational facilities are in accordance with definite principles and standards contained therein.
- The city ... shall develop a schedule specifying how, when, and where it will use the land or fees, or both, to develop park or recreational facilities ... Any fees collected under the ordinance shall be committed within five years after the payment of such fees.

The City, with its 1.334 acres per 1,000 residents *de facto* standard falls short Quimby minimum of 3.0 acres per 1,000 residents and far short of the Quimby allowable maximum cap of 5.0 acres per 1,000 residents (Government Code §66447 (a) (2) could be used in the remainder of the Chapter for park *construction*. Most public agencies use the 3.0 acres per 1,000 resident standard at the lower end of the Quimby calculation.

Planned Park Improvements. In addition to adding park improvements to the current 82.80 park acres⁽¹⁶⁾, the City could acquire an additional 11.3 park acres, per Table 11-3, and develop these new parks to serve the additional 3,781 residents anticipated at General Plan build-out to merely maintain the existing 1.334 acres per 1,000 residents. Without adding 11.3 acre of parkland, the standard would drop to 1.258 at General Plan build-out.

¹⁵ California Government Code, Title 7, Division 2, Section 66447 (b).

¹⁶ The Quimby Act does allow for the use of receipts raised by the adoption of a Quimby Act park Impact Fee to be used for rehabilitation of existing park configurations.

**Table 11-3
Calculation of Required
Park Acres per Allowable Standard**

General Plan Anticipated Population Increase	3,781
Additional Population Divided by 1,000	3.781
Allowable Standard in Acres/1,000	3.0
Park Acres Required to Maintain Standard	11.3

Or 5.04 acres if the de-facto standard of 1.334 acres per 1,000 residents were applied.

The 11.3 acres could be constructed in any of the following configurations:

Mini or "Pocket" Parks - This the smallest of the parks designations and though generally not planned due to higher maintenance costs, usually are the result of acquiring an unusual parcel of land sometimes with historical significance. Pinetree Park best fits into this category.

Local or Neighborhood Parks - These parks are generally two to three acres and serve local (1/4 mile walk-in distance) users. The City has a small number of these parks. Bella Vista, Highlands and Sierra Vista Parks are good examples of this category.

Community or Sport Parks - These parks are most functional when they are twenty acres or larger and are designed to meet the needs of the entire community. Often, smaller five to fifteen acre parks are forced to act as community or sports parks. Such is the case in Monterey Park. These needs include youth and adult sports organizations, clubs or associations and large scale community events such as 4th of July celebrations or festivals. Barnes Park is a good example of a park with sports facilities that also functions as a broad-based use community park for annual city-wide events.

CALCULATION OF IMPACT COSTS

Once a per capita standard for parks is determined, the cost of residential development's impact on the City's park system can then be computed as follows.

Park Land Acquisition Costs. Land costs will vary significantly from one park to another. The park land to be acquired must be suitable for park construction and is conservatively estimated at approximately \$1,500,000 per acre (\$34.44 per square foot) which is used in the park DIF calculation. This is consistent with the cost of land suitable for residential dwelling development in the City. However, the use of this figure could be criticized if a developer can show that the cost of the residential land they are developing is currently valued at less than the \$1,500,000 acre figure. The fee recommendation at the end of the Chapter will recognize this challenge.

Park Improvements Construction Costs. Park improvement construction costs are estimated to be approximately \$446,158 per acre (see Appendix C). The City does not have any more recent park construction history. Public Use (community center) Facilities (Chapter 9) and Aquatics Facilities (Chapter 10) were not included in the Parkland and Parks Improvements cost calculation.

Average Park Acquisition and Development Cost per Capita. The combined park land acquisition, park improvements development and support facilities cost is \$1,946,158 per acre (\$1,500,000/acre for land acquisition, \$446,158 per acre for park improvements). If the City were to charge development for the maximum allowable amount of park acreage as allowed in the Quimby Act and as recommended here, then the City would be able to acquire 11.3 acres of new park land for every potential 1,000 new residents to the City. The 3.00 acres of land acquisition and development per 1,000 persons would be \$5,838,470 or about \$5,838.47 per new resident. Schedule 11.1 calculates the cost to acquire and develop 3.00 acres, which again represents the potential park land expansion cost for 1,000 persons.

Average Cost per Dwelling Unit. Schedule 11.1 further calculates the cost per dwelling unit based on per person park land acquisition and development (Schedule 11.1) and the average number of persons per unit for each category of housing. Detached dwelling residential housing has the highest number of persons per dwelling unit (@ 3.052 per unit) and consequently carries the lower impact fee, \$18,076 per unit (\$5,838.47 X 3.052 persons per unit, rounded). Attached dwelling units have an average of 3.096 persons per unit and would need to be assessed \$18,076 (\$5,838.47 X 3.096, rounded). Table 11-4, following, summarizes the calculated and recommended fees for each of these three residential categories. Schedule 10.1 provides greater park calculation detail and a complete schedule of Park Land Acquisition and Park Improvements DIFs for each of the four dwelling unit types.

Table 11-4
Summary of Park Development Fees for
Residential Dwelling Construction

DIF Land Use Type	Development Impact Cost
Detached Dwelling Unit	\$17,819/Unit
Attached Dwelling Unit	\$18,076/Unit

The DIFs for detached dwelling residential development involving the subdivision of land, as identified in Table 11-5, should be adopted under the auspices of the Quimby Act. The Residential dwelling units not requiring the sub-division of a privately-owned parcel will need to be adopted as an Government Code § 66000 supported DIF ⁽¹⁷⁾.

Land Acquisition Cost Adjustment Challenge. As mentioned previously, the use of \$1,500,000 as the park land cost is based upon the assumption that park acreage would likely be close in proximity and thus similar in cost to residential land value of the project the park is intended to serve. However, if the new dwelling applicant can provide evidence (acceptable to the City) in the form of a recent appraisal of the property they will be developing that the current land value is worth less than the \$1,500,000/acre or \$34.44/square foot, the DIF could be adjusted downward accordingly by placing the actual cost of land acquisition into the calculation identified in Schedule 11.1. Again, if the City wishes to adopt such an adjustment, the terms under which the challenge may be made and proved should be included in the Impact Fee Ordinance.

¹⁷ This is required because the Quimby Act is referenced in the State Subdivision Code

Business Use Open Space Impact Fees. The development of privately held parcels as business uses do not clearly generate demand for developed park facilities. Residents need park facilities, not businesses. However, the development of any currently vacant property or parcel reduces the amount of open space in the community, protected or otherwise. Thus the development of any parcel as a business use (commercial lodging, retail/office or industrial) should have an open space impact fee imposed. Table 11-5 following indicates the standard for open space per developed acre in the City.

**Table 11-5
Establishment of Business Use Open Space Standard**

Park Acres (per Schedule 11.1)	82.80
Total Privately-held Developed Acres (per Table 2-1)	3,698.15
Acres of Protected Space per Privately-held Developed Acre	0.0224
Cost of Open Space Land Acquisition	\$87,120
Cost of Open Space Land Acquisition per Acre to be Developed	\$1,951

Any parcel developed as a business use should contribute approximately \$1,951 per gross private acre of private development towards the acquisition and thus protection of open space. The Open Space DIF receipts would be used to acquire open space in the City in order to maintain that standard. Table 11-6, following, indicates the fee per type of business land use.

**Table 11-6
Open Space per Business use**

Business Land Use	Impact Cost per Business Acre	Average Units/Acre	Impact Cost per Unit
Commercial Lodging Units per Acre	\$1,951	100	\$19/Unit
S.F. Pad per Retail/Service/Office Acre	\$1,951	27,337	\$0.071/SF
S.F. Pad per Manufacturing/Industrial Acre	\$1,951	54,426	\$0.036/SF
S.F. Pad per Institutional Acre	\$1,951	10,890	\$0.179/SF

Should the City Council determine that the City desires the addition of the maximum amount of developed park land with recreation facilities and open space, adoption of Schedules 11.1 and 11.2 would be the appropriate schedules to accomplish this objective.

[This space left vacant in order to place the Chapter adoption recap on a single page].

RECAP OF HIGHEST LEGALLY-SUPPORTED PARK LAND AND OPEN SPACE ACQUISITION AND PARKS DEVELOPMENT IMPACT FEES ADOPTION STEPS

- Create the *Sports and Leisure Facilities Development Impact Fee Fund* with one reserve, for Quimby-based DIF collections.
 - **Residential Housing** - Adopt Schedule 11.1 for Park Land and Park Improvements for the three basic residential land uses.
 - **Business Uses** – Adopt Schedule 11.2 for Open Space Acquisition for the four basic business land uses.
-

Schedule 11.1

City of Monterey Park

2015-16 Development Impact Cost Calculation

Park Land and Open Space Acquisition and Parks Improvements

(Quimby and Mitigation Act Calculation)

Park Name	Acres Owned or LT Lease	Developed/ Constructed Acres
Barnes Park	12.40	12.40
Bella Vista Park	4.00	4.00
Cascades Park	1.26	1.26
Edison Trails Park	2.25	2.25
George E. Elder Park	12.85	12.85
Highlands Park	5.50	5.50
La Loma	8.05	8.05
Beth Ryan Park	0.30	0.30
Pinetree Park	0.50	0.50
Sequoia Park	7.17	7.17
Sierra Vista Park	3.00	3.00
Sunnyslopes Park	3.86	3.86
Garvey Ranch	21.66	21.66
Total Acres	82.80	82.80
Current City Population	62,063	62,063
Population Divided by 1,000	62.063	62.063
Current Standard of Acre/1,000 Population	1.334	1.334
Allowable Acres/1,000 Population Standard	3.000	3.000
Construction Cost per Acre		\$446,158
Land Acquisition Cost per Acre	\$1,500,000	
Total Cost per Acre	\$1,500,000	\$446,158
Cost X 3.0 Acre/1,000 Residents Standard	\$4,500,000	\$1,338,474
Population Served by Standard	1,000.00	1,000.00
Acquisition/Construction Cost per Resident	\$4,500.00	\$1,338.47

	Occupants/ Dwelling	Land Acquisition	Park Construction	Total Park Costs
Cost per Additional Resident		\$4,500.00	\$1,338.47	\$5,838.47
Detached Dwelling Unit	3.052	\$13,734	\$4,085	\$17,819
Attached Dwelling Unit	3.096	\$13,932	\$4,144	\$18,076

Schedule 11.2

**City of Monterey Park
2015-16 Development Impact Cost Calculation
Open Space Land Acquisition**

		Open Space Acres
Total Acres of Park-based Open Space (See 11.1)		82.80
Total Privately-held Developed Acres (Table 2-1)		3,698.15
Acres of Open Space per Privately-held Developed Acre		0.0224
Cost of an Acre of Open Space at \$2.00 per Square Foot		\$87,120
Cost of Open Space per Developed Acre		\$1,951
Commercial Lodging Rooms per Acre	100	\$19
Square Foot Pad of Retail/Service/Office Acre	27,337	\$0.071
Square Foot Pad of Manufacturing/Industrial Acre	54,426	\$0.036
Square Foot Pad of Institutional Acre	10,890	\$0.179

Appendix A

Summary of Actions to Adopt Maximum Potential DIF Schedules

SUMMARY OF ACTIONS TO ADOPT MAXIMUM POTENTIAL DIF SCHEDULES

Chapter 3 - Law Enforcement Facilities, Vehicles and Equipment

- Adopt Schedule 3.2, page 24, *Minimal Capital Needs-based Impact Costs*

Chapter 4 - Fire Suppression Facilities, Vehicles and Equipment

- Adopt Schedule 4.2, page 34, *Minimal Capital Needs-based Impact Costs*.

Chapter 5 – Circulation (Streets, Signals and Bridges) System

- Adopt Schedule 5.2, page 45, *Minimal Capital Needs-based Impact Costs*.

Chapter 6 - Water Storage and Distribution Facilities

- Adopt Schedule 7.2, page 57, *Minimal Capital Needs-based Impact Costs* and the “per meter size” DIF schedule to be used when in the opinion of the Public Works Director or the Community Development Director, that the proposed business use will be 15% or greater beyond the application of gallons by DIF land use categories identified in Table 6-5 in which case the City shall impose the larger of either Schedule 6.2 or Table 6-7.

Chapter 7 – Sewer Collection System Facilities

- Adopt Schedule 6.2, page 68, *Minimal Capital Needs-based Impact Costs*.

Chapter 8- Library Facilities Space and Collection

- Adopt Schedule 8.1 page 74.

Chapter 9- Public Use (Community Center) Facilities

- Adopt Schedule 9.1 page 78.

Chapter 10 - Aquatics Facilities

- Adopt Schedule 10.1 page 82.

Chapter 11 - Park Land and Open Space Acquisition and Parks Development

- Adopt Schedule 11.1, page 90, for residential uses requiring the sub-division of land for Quimby Act application.
- Adopt Schedule 11.1, page 90, for residential uses not requiring the sub-division of land for AB1600 application.
- Adopt Schedule 11.2, page 91, for Open Space acquisition for business use land use types.

NOTES:

(1). Separate Park Land Acquisition and Development Funds are necessary because the Quimby Act allows use of receipts for rehabilitation of existing facilities whereas the AB1600 requirements prevent such expenditures.

Appendix B

Expanded Land Use Database

Appendix B

City of Monterey Park

Expanded Land-use Database

2015-16 Development Impact Cost Calculation

Total - Land-use Database	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwelling Units	1,886.22	11,912	27.20	114	1,913.42	12,026
Attached Dwelling Units	655.87	8,348	27.07	1,109	682.94	9,457
Commercial Lodging Units	2.65	500	7.02	704	9.67	1,204
Retail/Service/Office Uses	724.03	11,038,561	105.68	2,889,000	829.71	13,927,561
Manufacturing/Industrial Uses	151.30	2,306,719	23.61	1,285,000	174.91	3,591,719
Institutional Uses	278.08	3,028,291	1.00	10,890	279.08	3,039,181
Total - City Limits	3,698.15		191.58		3,889.73	

Private Residences	2,542.09	20,260	54.27	1,223	2,596.36	21,483
Commercial Lodging	2.65	500	7.02	704	9.67	1,204
Business Square Feet	1,153.41	16,373,571	130.29	4,184,890	1,283.70	20,558,461

Fully Developed and Fully Vacant (never developed) Parcels	Existing Development		Potential Development		Total General Plan Build-out	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwelling Units	1,886.22	11,912	18.00	34	1,904.22	11,946
Attached Dwelling Units	683.76	8,710	10.43	121	694.19	8,831
Commercial Lodging Units	4.44	554	0.00	0	4.44	554
Retail/Service/Office Uses	724.03	11,038,561	43.00	600,000	767.03	11,638,561
Manufacturing/Industrial Uses	168.64	2,571,085	0.00	0	168.64	2,571,085
Institutional Uses	278.08	3,028,291	1.00	10,890	279.08	3,039,181
Sub-total	3,745.17		72.43		3,817.60	

Upsizing Development On Redeveloping Parcels	Development Removed		Development Replacement		Net Development	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwelling Units	-	-	-	-	-	-
Attached Dwelling Units	(28.89)	(376)	14.44	879	(14.45)	503
Commercial Lodging Units	(1.79)	(54)	1.79	88	-	34
Retail/Service/Office Uses	-	-	14.45	1,696,000	14.45	1,696,000
Manufacturing/Industrial Uses	(17.34)	(264,366)	17.34	1,162,000	(0.00)	897,634
Institutional Uses	-	-	-	-	-	-
Sub-total	(48.02)		48.02		(0.00)	

Entitled projects,	Permits Pulled		No Permits Pulled		Net Development	
	Acres	# of Units	Acres	# of Units	Acres	# of Units
Detached Dwelling Units	0.00	0	9.20	80	9.20	80
Attached Dwelling Units	1.00	14	2.20	109	3.20	123
Commercial Lodging Units	0.00	0	5.23	616	5.23	616
Retail/Service/Office Uses	0.00	0	48.23	593,000	48.23	593,000
Manufacturing/Industrial Uses	0.00	0	6.27	123,000	6.27	123,000
Institutional Uses	0.00	0	0.00	-	0.00	0
Sub-total	1.00		71.13		72.13	

Appendix C

Total Development Impact Fee Project List

Project Number	Project Title	Project Estimate	Impact Related	Other Resources
LW-001	Law Enforcement Facilities Expansion	\$1,473,400	\$1,473,400	\$0
LW-002	Law Enforcement Parking Expansion	\$77,420	\$77,420	\$0
LW-003	Law Enforcement Fleet Expansion	\$365,690	\$365,690	\$0
LW-004	Law Enforcement Specialty Equipment Expansion	\$186,030	\$186,030	\$0
LW-005	Law Enforcement Officer Protective Equipment	\$66,861	\$66,861	\$0
FD-001	Station #62 Expansion - Land Purchase Debt Service	\$428,537	\$321,403	\$107,134
FD-002	Expand Station #62 for Additional Paramedic Rescue Ambulance	\$786,000	\$589,500	\$196,500
FD-003	Expand Station #63 for Additional Paramedic Rescue Ambulance	\$786,000	\$589,500	\$196,500
FD-004	Stations #62 and #63 - Fully Equipped Paramedic Rescue Ambulance	\$500,000	\$375,000	\$125,000
FD-005	Fire Fighter/Paramedic Assigned Protective Equipment (12)	\$157,656	\$118,242	\$39,414
FD-006	Additional General Rescue Specialty Equipment	\$50,000	\$50,000	\$0
ST-001	Traffic Signal Upgrades, Wilcox/Pomona, Wilcox/Via Encampo	\$300,000	\$300,000	\$0
ST-002	North Atlantic Traffic Signal Improvements	\$1,100,000	\$1,100,000	\$0
ST-003	Garfield Avenue Mobility Improvements - Hellman to Newmark	\$3,600,000	\$3,600,000	\$0
ST-004	Widen Cesar Chavez Boulevard - Atlantic to Collegian	\$1,500,000	\$1,500,000	\$0
ST-005	Traffic Signal Inter-connection System	\$7,500,000	\$7,500,000	\$0
ST-006	Storm Drainage Improvements Atlantic Avenue/Hellman Avenue	\$150,000	\$150,000	\$0
ST-007	Storm Drainage Laterals In Garfield, N/O Garvey and N/O Emerson	\$400,000	\$400,000	\$0
WT-001	Advanced Oxidation Upgrade - Delta Plant	\$7,000,000	\$539,400	\$6,410,600
WT-002	Russell Reservoir and Booster Pump Station Zone 2 -5	\$7,000,000	\$3,229,100	\$3,770,900
WT-003	Replace Bradshaw Reservoir and Booster Station	\$5,500,000	\$0	\$5,500,000
WT-004	Repair Miscellaneous PRV Valves and PRS	\$796,500	\$0	\$796,500
WT-005	County Booster Pump Station Improvements	\$2,800,000	\$235,760	\$2,564,240
WT-006	Upsize Ackley Pumps	\$2,800,000	\$235,760	\$2,564,240
WT-007	Upsize Zone 2-3 and 3-4 Booster Pumps	\$6,067,000	\$510,841	\$5,556,159
WT-008	Replace Pine Tree Reservoir	\$5,400,000	\$0	\$5,400,000
WT-009	SCADA Upgrades and Improvements	\$675,000	\$56,835	\$618,165
WT-010	Garvey Reservoir Water Utility Office Rehabilitation	\$675,000	\$0	\$675,000
WT-011	Replace Wells No. 1 and No. 3	\$6,750,000	\$0	\$6,750,000
WT-012	Zone Fire Protection Upgrades	\$39,571,874	\$3,331,952	\$36,239,922

Appendix C

Total Development Impact Fee Project List

Project Number	Project Title	Project Estimate	Impact Related	Other Resources
SW-001	Update Sanitary Sewer System Map Book	\$100,000	\$8,677	\$91,323
SW-002	Geographic Positioning System	\$100,000	\$8,677	\$91,323
SW-003	Computerized Maintenance Management System (CMMS)	\$250,000	\$21,693	\$228,307
SW-004	Fats, Oils and Grease (FOG Program	\$100,000	\$8,677	\$91,323
SW-005	Closed Circuit Television (CCTV)	\$300,000	\$26,032	\$273,968
SW-006	Asset Management Plan	\$500,000	\$43,386	\$456,614
SW-007	System Evaluation and Capacity Assurance Plan (SECAP)	\$150,000	\$75,000	\$75,000
SW-008	Upgrade Field Equipment for Compatibility with CCTV	\$50,000	\$4,339	\$45,661
SW-009	CCMS and GPS On-going Training	\$10,000	\$0	\$10,000
SW-010	Emergency Overflow Response Plan	\$15,000	\$7,500	\$7,500
SW-011	Flow Monitoring	\$75,000	\$6,508	\$68,492
SW-012	Implement Sewer Upgrades	\$3,000,000	\$1,000,000	\$2,000,000
SW-013	Implement FOG Inspection Program (staffing)	\$20,000	\$0	\$20,000
LB-001	Library Space Expansion	\$1,794,193	\$1,794,193	\$0
LB-002	Library Collection Expansion	\$262,603	\$262,603	\$0
PF-001	Public Use Facilities Space	\$2,285,155	\$2,285,155	\$0
AQ-001	General Aquatics Expansion	\$1,007,607	\$1,007,607	\$0
PK-001	Park Land Acquisition And Improvements	\$22,077,650	\$22,077,650	\$0
OS-001	Open Space Land Acquisition	\$266,704	\$266,704	\$0
Development Impact Fees Capital Projects Total		\$136,826,880	\$55,857,095	\$80,969,785

Appendix D

Detailed Parks Improvements - Unit Costs/Average Cost per Acre Calculation

Park Construction Average Calculation

ENR at January 2001	6281
Current ENR Construction Cost Index	9516
ENR Percent Increase	151.50%

	2016	Unit	ENR %	Current Cost	Unit	5 Acre Neighborhood	
Public Imps, Road/curb, gutter, etc.	\$121	Linear Foot	151.5%	\$183.32	Linear Foot	1,680	\$307,978
Large Park Grading/Irrigation/Turf	\$25,500	Acre	151.5%	\$38,630	Acre	0	\$0
Small Park Grading/Irrigation/Turf	\$30,600	Acre	151.5%	\$46,360	Acre	5	\$231,800
Plant Material:							
Trees-5, 24 Gallon Box/Acre	\$200.00	Each	151.5%	\$303.01	Each	25	\$7,575
Trees-15, 15 Gallon/Acre	\$100.00	Each	151.5%	\$151.50	Each	75	\$11,363
Shrubs-10, Five Gallon	\$19.00	Each	151.5%	\$28.79	Each	50	\$1,440
Shrubs-30, One Gallon	\$7.00	Each	151.5%	\$10.61	Each	150	\$1,592
Play Apparatus							
Play Apparatus - Large	\$120,000	Lot	151.5%	\$181,810	Lot	0	\$0
Large Apparatus Curbing, 450'	\$18.50	Linear Foot	151.5%	\$28.03	Linear Foot	0	\$0
Play Apparatus - Medium	\$80,000	Lot	151.5%	\$121,200	Lot	1	\$121,200
M'edium Apparatus Curbing, 375'	\$18.50	Linear Foot	151.5%	\$28.03	Linear Foot	375	\$10,511
Play Apparatus - Small	\$40,000	Lot	151.5%	\$60,600	Lot	0	\$0
Small Aparatus Curbing, 225'	\$18.50	Linear Foot	151.5%	\$28.03	Linear Foot	0	\$0
Apparatus Safety Surface	\$2.50	Square Foot	151.5%	\$3.79	Square Foot	8,789	\$33,310
Buildings:							
Restroom - Small	\$60,450	Each	151.5%	\$91,580	Each	0	\$0
Restroom - Large	\$102,300	Each	151.5%	\$154,990	Each	0	\$0
Electrical Service Extension	\$15,000	Each	151.5%	\$22,730	Each	0	\$0
Equipment Storage Facility	\$55,800	Each	151.5%	\$84,540	Each	0	\$0
Combined Restroom/Concession	\$167,400	Each	151.5%	\$253,620	Each	0	\$0
Parking Lot							
Parking Space 4" A.C. W/6" Rock base	\$1,627.50	Space	151.5%	\$2,465.74	Square foot	8	\$19,726
V-gutter	\$7.44	Linear Foot	151.5%	\$11.27	Linear Foot	96	\$1,082
Drain Inlet	\$744	Each	151.5%	\$1,127.19	Each	1	\$1,127
Drain Inlet Connector	\$1,209	Each	151.5%	\$1,831.69	Each	1	\$1,832
Storm Drainage Collection Line	\$18.00	Linear Foot	151.5%	\$27.27	Linear Foot	144	\$3,927
Drive Approach	\$1,674	Each	151.5%	\$2,536.00	Each	1	\$2,536
Perimeter Curbing	\$9.30	Linear Foot	151.5%	\$14.09	Linear Foot	490	\$6,904
Parking Lot Striping	\$0.28	Linear Foot	151.5%	\$0.42	Linear Foot	80	\$34
Exterior Street Lighting Standards	\$1,674	Each	151.5%	\$2,536.00	Each	4	\$10,144
Lot Signage	\$186	Lot	151.5%	\$281.80	Lot	1	\$282

Park Construction Average Calculation

ENR at January 2001	6281
Current ENR Construction Cost Index	9516
ENR Percent Increase	151.50%

	2016	Unit	ENR %	Current Cost	Unit	5 Acre Neighborhood		
Storm Drainage Facilities (in park)								
Inlets	\$744	Each	151.5%	\$1,130	Each	2	\$2,260	
Connections	\$1,209	Each	151.5%	\$1,830	Each	2	\$3,660	
Lateral (to arterial)	\$18.00	Linear Foot	151.5%	\$27.27	Linear Foot	1,050	\$28,634	
Sewer Facilities								
Connection to Arterial	\$1,860	Lot	151.5%	\$2,820	Lot	0	\$0	
Line in Street	\$14.50	Linear Foot	151.5%	\$21.97	Linear Foot	0	\$0	
Line in Park	\$12.50	Linear Foot	151.5%	\$18.94	Linear Foot	0	\$0	
Fire Hydrant	\$2,790	Each	151.5%	\$4,230	Each	1	\$4,230	
Park Lighting								
Walkway Lighting Standards	\$1,256	Each	151.5%	\$1,900	Each	0	\$0	
Duct Work/Wiring	\$767	Each	151.5%	\$1,160	Each	3	\$3,480	
Walkway Electrical Wiring	\$15	Linear Foot	151.5%	\$20	Each	0	\$0	
Water Facilities								
3" Meter	\$1,860	Each	151.5%	\$2,820	Each	1	\$2,820	
#" Backflow Device	\$2,325	Each	151.5%	\$3,520	Each	1	\$3,520	
Line in Street	\$11.16	Linear Foot	151.5%	\$20	Linear Foot	1,320	\$26,400	
Water Fountains	\$651.00	Each	151.5%	\$990	Each	1	\$990	
Fountain Lines in Park	\$11.16	Linear Foot	151.5%	\$20	Linear Foot	200	\$4,000	
Benches/Tables								
Concrete Picnic Tables	\$750	Each	151.5%	\$1,140	Each	4	\$4,560	
7' x 10' Cement Table Pads	\$1,050	Each	151.5%	\$1,590	Each	4	\$6,360	
Individual BBQ Grills	\$326	Each	151.5%	\$493.90	Each	2	\$988	
Concrete Benches	\$325	Each	151.5%	\$492.39	Each	4	\$1,970	
3' x 6' Concrete Bench Pads	\$270	Each	151.5%	\$409.06	Each	4	\$1,636	
Bleachers	\$3,255	Each	151.5%	\$4,930	Each	0	\$0	
Large Covered Picnic Ramada	\$57,660	Each	151.5%	\$87,360	Each	0	\$0	
Individual Covered Picnic Pad	\$13,950	Each	151.5%	\$21,130	Each	4	\$84,520	
User Electrical Service	\$9,300	Each	151.5%	\$14,090	Each	0	\$0	
Electrical Service per Group area	\$1,163	Each	151.5%	\$1,760	Each	1	\$1,760	
Game Courts								
Basketball Courts	\$50,350	Each	151.5%	\$76,280	Each	0	\$0	
Basketball Court Lighting	\$32,550	Each	151.5%	\$49,310	Each	0	\$0	
Fenced Tennis Courts	\$55,800	Each	151.5%	\$84,540	Each	0	\$0	

Park Construction Average Calculation

ENR at January 2001	6281
Current ENR Construction Cost Index	9516
ENR Percent Increase	151.50%

	2016	Unit	ENR %	Current Cost	Unit	5 Acre Neighborhood	
Tennis Court Lighting	\$32,550	Each	151.5%	\$49,310	Each	0	\$0
Baseball Field - Competitive	\$46,500	Each	151.5%	\$70,450	Each	0	\$0
Ballfield Lighting	\$186,000	Per two fields	151.5%	\$281,800	Per two fields	0	\$0
Baseball Field - Recreational	\$13,950	Each	151.5%	\$21,130	Each	1	\$21,130
Soccer Field (crowned)	\$16,740	Each	151.5%	\$25,360	Each	0	\$0
Skatepark	\$17.50	Square Foot	151.5%	\$26.50	Each	0	\$0
Pedestrian Walkway							
5' wide	\$75.00	Linear Foot	151.5%	\$113.63	Linear Foot	1,680	\$190,898
6' wide	\$81.00	Linear Foot	151.5%	\$122.72	Linear Foot	1,680	\$206,170
9' wide	\$108.00	Linear Foot	151.5%	\$163.62	Linear Foot	0	\$0
Miscellaneous Flatwork	\$15.00	Square Foot	151.5%	\$22.73	Linear Foot	500	\$11,365
Small Park Signage	\$4,650	Lot	151.5%	\$7,040	Lot	1	\$7,040
Large Park Signage	\$15,000	Lot	151.5%	\$22,730	Lot	0	\$0
Bike Rack/Pad	\$1,395	Each	151.5%	\$2,110	Each	2	\$4,220
Natural Element Improvement (Lake, etc)	\$375,000	Each	151.5%	\$568,140	Each	0	\$0
Small concrete stage	\$29,060	Each	151.5%	\$44,030	Each	1	\$44,030
Medium Ampitheater/bandshell	\$139,500	Each	151.5%	\$211,350	Each	0	\$0

Total Cost	
Total Acres	
Average Cost per Acre	
Total Cost per Park	
Number of Parks	15.00
Total Cost of Parks	\$66,923,649
Total Improved Park Acres	150.00
Average Construction Cost per Park Acre	\$446,157.66

\$1,441,004
5
\$288,201
\$1,441,004
9
\$12,969,036
45

Park Construction Average Calculation
--

ENR at January 2001

Current ENR Construction Cost Index
--

ENR Percent Increase

	15 Acre Community Park		20 Acre Sports Park	
Public Imps, Road/curb, gutter, etc.	3,360	\$615,955	3,780	\$692,950
Large Park Grading/Irrigation/Turf	15	\$579,450	20	\$772,600
Small Park Grading/Irrigation/Turf	0	\$0	0	\$0
Plant Material:				
Trees-5, 24 Gallon Box/Acre	75	\$22,726	50	\$15,151
Trees-15, 15 Gallon/Acre	225	\$34,088	300	\$45,450
Shrubs-10, Five Gallon	150	\$4,319	100	\$2,879
Shrubs-30, One Gallon	450	\$4,775	300	\$3,183
Play Apparatus				
Play Apparatus - Large	1	\$181,810	1	\$181,810
Large Apparatus Curbing, 450'	450	\$12,614	450	\$12,614
Play Apparatus - Medium	2	\$242,400	1	\$121,200
Medium Apparatus Curbing, 375'	750	\$21,023	375	\$10,511
Play Apparatus - Small	2	\$121,200	1	\$60,600
Small Apparatus Curbing, 225'	450	\$12,614	225	\$6,307
Apparatus Safety Surface	36,562	\$138,570	24,609	\$93,268
Buildings:				
Restroom - Small	1	\$91,580	1	\$91,580
Restroom - Large	1	\$154,990	1	\$154,990
Electrical Service Extension	2	\$45,460	2	\$45,460
Equipment Storage Facility	0	\$0	1	\$84,540
Combined Restroom/Concession	1	\$253,620	2	\$507,240
Parking Lot				
Parking Space 4" A.C. W/6" Rock base	150	\$369,861	400	\$986,296
V-gutter	1,800	\$20,286	4,800	\$54,096
Drain Inlet	8	\$8,454	20	\$22,544
Drain Inlet Connector	8	\$13,738	20	\$36,634
Storm Drainage Collection Line	2,700	\$73,629	7,200	\$196,344
Drive Approach	4	\$10,144	6	\$15,216
Perimeter Curbing	3,600	\$50,724	9,600	\$135,264
Parking Lot Striping	1,500	\$630	4,000	\$1,680
Exterior Street Lighting Standards	18	\$45,648	20	\$50,720
Lot Signage	3	\$845	3	\$845

Park Construction Average Calculation

ENR at January 2001

Current ENR Construction Cost Index

ENR Percent Increase

	15 Acre Community Park		20 Acre Sports Park	
Storm Drainage Facilities (in park)				
Inlets	30	\$33,900	40	\$45,200
Connections	6	\$10,980	8	\$14,640
Lateral (to arterial)	4,725	\$128,851	6,300	\$171,801
Sewer Facilities				
Connection to Arterial	2	\$5,640	2	\$5,640
Line in Street	120	\$2,636	120	\$2,636
Line in Park	630	\$11,932	630	\$11,932
Fire Hydrant	4	\$16,920	5	\$21,150
Park Lighting				
Walkway Lighting Standards	252	\$478,800	235	\$446,880
Duct Work/Wiring	12	\$13,920	5	\$5,800
Walkway Electrical Wiring	13,120	\$262,400	8,830	\$176,600
Water Facilities				
3" Meter	1	\$2,820	1	\$2,820
#" Backflow Device	1	\$3,520	1	\$3,520
Line in Street	120	\$2,400	120	\$2,400
Water Fountains	8	\$7,920	12	\$11,880
Fountain Lines in Park	1,000	\$20,000	1,000	\$20,000
Benches/Tables				
Concrete Picnic Tables	60	\$68,400	30	\$34,200
7' x 10' Cement Table Pads	60	\$95,400	30	\$47,700
Individual BBQ Grills	30	\$14,817	10	\$4,939
Concrete Benches	30	\$14,772	15	\$7,386
3' x 6' Concrete Bench Pads	30	\$12,272	15	\$6,136
Bleachers	0	\$0	14	\$69,020
Large Covered Picnic Ramada	2	\$174,720	0	\$0
Individual Covered Picnic Pad	20	\$422,600	4	\$84,520
User Electrical Service	2	\$28,180	1	\$14,090
Electrical Service per Group area	6	\$10,560	4	\$7,040
Game Courts				
Basketball Courts	2	\$152,560	4	\$305,120
Basketball Court Lighting	0	\$0	4	\$197,240
Fenced Tennis Courts	2	\$169,080	6	\$507,240

Park Construction Average Calculation

ENR at January 2001
Current ENR Construction Cost Index
ENR Percent Increase

	15 Acre Community Park		20 Acre Sports Park	
Tennis Court Lighting	0	\$0	6	\$295,860
Baseball Field - Competitive	0	\$0	6	\$422,700
Ballfield Lighting	0	\$0	4	\$1,127,200
Baseball Field - Recreational	6	\$126,780	0	\$0
Soccer Field (crowned)	0	\$0	4	\$101,440
Skatepark	14,400	\$381,600	21,600	\$572,400
Pedestrian Walkway				
5' wide	1,680	\$190,898	1,050	\$119,312
6' wide	1,680	\$206,170	1,050	\$128,856
9' wide	2,940	\$481,043	3,780	\$618,484
Miscellaneous Flatwork	8,500	\$193,205	4,000	\$90,920
Small Park Signage	0	\$0	0	\$0
Large Park Signage	1	\$22,730	1	\$22,730
Bike Rack/Pad	9	\$18,990	12	\$25,320
Natural Element Improvement (Lake, etc)	1	\$568,140	0	\$0
Small concrete stage	2	\$88,060	1	\$44,030
Medium Ampitheater/bandshell	1	\$211,350	0	\$0
		\$7,786,119		\$10,198,752
		15		20
		\$519,075		\$509,938
		\$7,786,119		\$10,198,752
		3		3
		\$23,358,357		\$30,596,256
		45		60

End of Report

ATTACHMENT 2

Ordinance to Update Impact Fees

ORDINANCE NO. _____

**AN ORDINANCE ADDING A NEW CHAPTER 3.110, ENTITLED
“DEVELOPMENT IMPACT FEES” TO TITLE 3 OF THE
MONTEREY PARK MUNICIPAL CODE FOR THE PURPOSE OF
IMPOSING FEES ON APPLICANTS SEEKING TO CONSTRUCT
DEVELOPMENT PROJECTS.**

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

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

- A. New land development generates impacts on public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate;
- B. Impact fees are desirable and necessary for the City to more fully pay for the public costs of new growth and development;
- C. It is the City's intent and desire to have developers pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest;
- D. The City is mindful of the constitutional limitations and restrictions verified by cases such as *City of Monterey v. Del Monte Dunes at Monterey, Ltd., et al.* (1999) 526 U.S. 687, *Dolan v. City of Tigard* (1994) 512 U.S. 374, and *Nolan v. Cal. Coastal Comm'n* (1987) 483 U.S. 825, and *Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854. This Ordinance is intended to, and does, comply with such constitutional limitations on the City's police powers;
- E. The Mitigation Fee Act (Government Code §§ 66000, *et seq.*) enables and encourages the City to enact appropriate development impact fees which bear a reasonable relationship between the proposed use and the type of project on which a fee is imposed;
- F. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare; and
- G. The fees established by this ordinance are derived from, are based upon, and do not exceed the costs of providing capital facilities necessitated by the new land developments for which the fees are levied;

- H. The City assumes the responsibility for and is committed to providing public facilities at levels necessary to cure any existing deficiencies in already developed areas. Impact fees collected pursuant to this Chapter will not be used to cure existing deficiencies in public facilities; and
- I. To the extent that new development in designated benefit areas places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands; and
- J. The report entitled "Development Impact Fee Calculation and Nexus Report" dated March 8, 2016, (and as may be revised from time to time) sets forth reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional capital facilities improvements in the City.
- K. After careful consideration, including a review of the documentary and testimonial evidence submitted during a public hearing on April 6, 2016, the City Council finds that the imposition of impact fees to finance specified major public facilities in designated benefit areas is in the best interests of the general welfare of the City and its residents, is equitable, and does not impose an unfair burden on new development.
- L. It is in the public interest to adopt this ordinance for the purpose of protecting the public health, safety, and welfare.

SECTION 2: A new Chapter 3.110, entitled "*Development Impact Fees*" is added to Title 3 of the Monterey Park Municipal Code ("MPMC") to read as follows:

DEVELOPMENT IMPACT FEES

- § 3.110.010 PURPOSE.**
- § 3.110.020 APPLICABILITY.**
- § 3.110.030 EXEMPTIONS.**
- § 3.110.040 DEFINITIONS.**
- § 3.110.050 NOTICE AND HEARING REQUIREMENTS.**
- § 3.110.060 IMPOSITION OF FEES/AUTOMATIC ADJUSTMENT.**
- § 3.110.070 IMPACT FEE ACCOUNTS.**
- § 3.110.080 USE OF IMPACT FEE PROCEEDS.**
- § 3.110.090 REFUNDS.**
- § 3.110.100 PROTESTS, APPEALS, AND AUDITS.**
- § 3.110.110 AMENDMENT PROCEDURES.**
- § 3.110.120 CREDITS.**
- § 3.110.130 CONFLICTS.**

§ 3.110.010 **PURPOSE.** This Ordinance is adopted pursuant to the city's police powers and the Mitigation Fee Act (Government Code §§ 66000, *et seq.*), for the purpose of imposing fees on applicants seeking to construct development projects. The purpose of such fees is to minimize, to the greatest extent practicable, the impact that new development has on the city's public services and public facilities. Toward that end, the city intends that applicants for such development projects pay their fair share of the costs of providing such public services and public facilities. Accordingly, the amount of each impact fee is calculated based upon the gross square footage of nonresidential development, number of residential dwelling units, type or density or intensity of use, vehicle trip generation, or other appropriate methodology which ensures that the fee is roughly proportional to the impacts of new development on public facilities. The City assumes responsibility for and will pay for with general city revenues all public facility needs for existing development.

§ 3.110.020 **APPLICABILITY.** Unless expressly excepted or exempted, this chapter applies to all fees imposed by the City to finance public facilities attributable to new development, including without limitation:

- A. Law Enforcement Facilities, Vehicles, and Equipment;
- B. Fire Suppression/Medic Facilities, Vehicles, and Equipment;
- C. General Facilities, Vehicles, and Equipment;
- D. Community, Activity and Sports Facilities, Centers and Equipment;

- E. Library Facilities and Equipment;
- F. Water Storage/Distribution System;
- G. Wastewater Collection System; and
- H. Road Project Construction, Right-of-Way Acquisition, and Engineering.

§ 3.110.030 **EXEMPTIONS.** This chapter does not apply to:

- A. Taxes and special assessments;
- B. Fees for processing development applications;
- C. Fees for enforcing regulations;
- D. Fees collected under development agreements;
- E. Fees imposed pursuant to a reimbursement agreement between the City and a property owner for that portion of the cost of a public facility paid for by the property owner which exceeds the need for the public facility attributable to, reasonably related to, and roughly proportional to the development;
- F. Fees to mitigate impacts on the environment; or
- G. Fees imposed, levied or collected by other governmental agencies including subdivisions of the state and federal government.

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

- A. "Benefit area" means the geographic area within which impact fees are collected and expended for a particular type of capital improvement serving development projects within such area.
- B. "Capital improvement" means land or facilities for any other capital project identified in the City's Capital Improvements Plan including without limitation, to land or facilities for the following purposes: the storage, treatment or distribution of water; the collection, treatment, reclamation or disposal of sewage; the collection and disposal of stormwater and for watershed preservation purposes; transportation and transit including, without limitation, streets, street lighting and traffic-control devices and supporting improvements,

roads, overpasses, bridges, airports, and related facilities; parks and recreational improvements; public safety, including police and fire facilities; schools and child care facilities; libraries and public art; and public buildings of all kinds. Capital improvement also includes design, engineering, inspection, testing, planning, legal land acquisition and all other costs associated with construction of a public facility.

- C. "Capital Improvements Plan" means the long term plan for capital improvements, adopted by the City Council, describing the approximate location, size, time of availability and estimated cost of capital improvement projects and identifies sources of funding for capital improvement projects.
- D. "Capital Improvements Project List" means the list attached to a Council resolution setting the base fee amount for each specific impact fee. The list must describe the approximate location, size, time of availability and estimated cost of each capital improvement to be funded from a particular impact fee account.
- E. "Collection" means the point in time at which the impact fee is actually paid over to the City.
- F. "Commitment" means earmarking impact fees to fund or partially fund capital improvements serving new development projects.
- G. "New development or development project" means and includes any project undertaken for the purpose of development, including without limitation a project involving the permit issuance for construction, reconstruction, or change of use, but not a project involving permit issuance for operating, remodeling, rehabilitating, or improving an existing structure, nor the rebuilding of a structure destroyed or damaged through natural disaster, nor the replacement of one mobile home with another on the same pad if no dwelling unit is added.
- H. "Dwelling unit" means one or more rooms in a building or a portion of a room, designed, intended to be used, or actually used for occupancy by one household for living and sleeping quarters, and containing one kitchen only, and includes a mobile home, but not hotel or motel units.
- I. "Impact fee" means any monetary exaction imposed by the City as a condition of or in connection with approval of a development project for the purpose of defraying all or some of the cost of or repayment of costs previously expended from other City funds for

capital improvements relating to the project.

- J. "Impose" means to determine that a particular development project is subject to the collection of impact fees as a condition of development approval.
- K. "Nonresidential development project" means all development other than residential development projects.
- L. "Residential development project" means any development undertaken to create a new dwelling unit or units.

§ 3.110.050 NOTICE AND HEARING REQUIREMENTS.

- A. Any legislative action adopting an ordinance, resolution, or other legislative enactment adopting a new impact fee or approving an increase in an existing fee must be accomplished in accordance with Government Code § 66018.
- B. Any costs incurred by the City in conducting public hearings required by this section may be recovered as a part of the impact fees which are the subject of the hearing.

§ 3.110.060 IMPOSITION OF FEES/AUTOMATIC ADJUSTMENT.

- A. Except as otherwise provided, persons submitting applications seeking approval for new development projects must pay the City impact fees, in an amount set by city council resolution, as a condition for the City to approve such development projects.
- B. No tentative or final subdivision map, parcel map, grading permit, building permit, final inspection, or certificate of occupancy, or other development permit, may be approved unless the provisions of this section are fulfilled.
- C. Impact fees will be imposed by including the following language in any document of development approval:

"All fees imposed pursuant to Chapter 3.110 of the Monterey Park Municipal Code must be paid to the City before this project is approved."
- D. The city engineer will collect impact fees before the City issues a building permit, except that the connection fees are collected at the time an applicant seeks to connect to the City's utility system.

- E. Unless otherwise provided by Council resolution, the impact fees established by this chapter will be automatically adjusted on an annual basis at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the construction price index for the Los Angeles metropolitan area. The first impact fee adjustment cannot be made before a minimum of ten (10) months after the effective date of this Section.

§ 3.110.070 IMPACT FEE ACCOUNTS.

- A. The City must establish an impact fee account for each benefit area and for each type of capital improvement for which an impact fee is imposed. Impact fees collected must be deposited in each such account according to type of improvement and benefit area. The funds of the account cannot be commingled with the City's other funds. Any account previously established for the deposit of funds which would have been developer impact fees under this chapter are deemed an impact fee account for the purposes of this chapter.
- B. Each impact fee account must be interest-bearing and the accumulated interest will become a part of the account.
- C. The funds of each account will be expended within the benefit area exclusively for the capital improvements for which the impact fees were collected.

§ 3.110.080 USE OF IMPACT FEE PROCEEDS. Impact fees may be expended only for the type of capital improvements for which they were imposed, calculated, and collected and according to the time limits and procedures established in this chapter. Impact fees may be used to pay the principal, interest and other costs of bonds, notes and other obligations issued or undertaken by or on behalf of the City to finance such improvements.

§ 3.110.090 REFUNDS.

- A. Except as described in this section, upon application of the property owner, the City must refund that portion of any impact fee which has been on deposit over five years and which is unexpended and uncommitted. The refund will be made to the then-current owner or owners of lots or units of the development project or projects, provided that the then-current owner submits an application for a refund to the City within one hundred eighty (180) days before the five (5) year period expires.
- B. If fees in any impact fee account are unexpended or uncommitted,

starting with the fifth (5th) fiscal year after the first deposit into the account or fund, and every subsequent five (5) years, the City Council must make the findings required by Government Code § 66001(d) for maintaining funds on deposit. If the Council makes such findings, the fees are exempt from the refund requirement.

- C. The City may issue refunds through direct payment; offsetting the refund against other impact fees due for development projects by the owner on the same or other property; or otherwise by agreement with the owner. If the costs of refunding the impact fees would exceed the amount refunded, the City may instead comply with Government Code § 66001(f).

§ 3.110.100 **PROTESTS, APPEALS, AND AUDITS.** All protests, appeals, and audits must be conducted in accordance with the procedures contained in the Mitigation Fee Act (commencing at Government Code §§ 66020 *et seq.*).

§ 3.110.110 **AMENDMENT PROCEDURES.** At least once each year, before the City Council's adoption of the budget and revisions to the Capital Improvements Project List, the city manager, or designee, must report to the City Council with:

- A. Recommendations for amendments to this chapter and to other parts of this code and to resolutions establishing impact fees;
- B. Proposals for changes to the Capital Improvements Project List, identifying capital improvements to be funded, in whole or in part, by impact fees;
- C. Proposals for changes in the boundaries of benefit areas; and
- D. Proposals for changes to impact fee rates and schedules.

§ 3.110.120 **CREDITS.**

- A. A property owner who dedicates land or agrees to participate in an assessment district or otherwise contributes funds for capital improvements, as defined in this chapter, may be eligible for a credit for such contribution against the impact fee otherwise due.
- B. The city engineer must determine (1) whether the contribution meets capital improvement needs for which the particular impact fee has been imposed; (2) whether the contribution will substitute for or otherwise reduce the need for capital improvements anticipated to be provided with impact fee funds; and (3) the value of the developer contribution. In no event, however, will the credit exceed the amount of the otherwise applicable impact fee.

- C. Any application for credit must be submitted at or before the time of development project approval on forms provided by the City. The application must contain a declaration of those facts, under oath, along with the relevant documentary evidence which qualifies the property owner for the credit.

§ 3.110.130 CONFLICTS. In the event of a conflict between the provisions of this chapter and the provisions of any other ordinance or resolution establishing or amending impact fees, the provisions of this chapter govern.”

SECTION 3: This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes fees and charges for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

SECTION 4: This Ordinance establishes the methods for establishing and imposing Impact Fees only; it does not affect any other previously established charges or other administrative fees. To the extent any provision of this Ordinance supersedes previously established Impact Fees, or procedures related to such Impact Fees, such replacement does not affect any other charge, fee, penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such part of previous approvals remains in full force and effect.

SECTION 5: 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 6: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7: This Ordinance will take effect on the 31st day following its final passage and adoption.

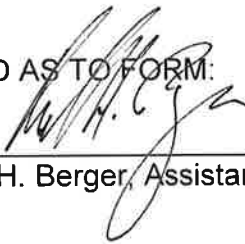
PASSED AND ADOPTED this ____ day of _____,

Peter Chan, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: 

Karl H. Berger, Assistant City Attorney

ATTACHMENT 3
Resolution Adopting
Development Impact Fee Schedule

RESOLUTION NO.

A RESOLUTION ADOPTING DEVELOPMENT IMPACT FEES FOR XXXX IN ACCORDANCE WITH CHAPTER 3.110 OF THE MONTEREY PARK MUNICIPAL CODE.

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

SECTION 1: The City Council finds and declares that:

- A. New land development generates impacts on public services and public facilities for which revenues generated through property taxes and other means are generally insufficient to accommodate;
- B. It is the City's objective to provide the highest and most efficient level of public services and public infrastructure financially possible;
- C. The General Plan for the City of Monterey Park states that adequate urban services must be available to meet the needs of new development;
- D. It is the City's intent and desire to have developers pay for their fair share of public costs associated with new development while at the same time facilitating growth that is in the public interest;
- E. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;
- F. The City Council may establish development impact fees for _____ pursuant to the Mitigation Fee Act (Government Code §§ 66000-66025);
- G. This Resolution is adopted pursuant to Chapter 3.110 of the Monterey Park Municipal Code ("MPMC") for the purpose of calculating development impact fees;
- H. The fees established by this Resolution are derived from, are based upon, and do not exceed the costs of providing capital facilities necessitated by the new land developments for which the fees are levied. However, based on an evaluation of the development impact fees charged in neighboring jurisdictions, the City Council believes a reduced level of fees should be adopted;
- I. The report entitled "Development Impact Fee Calculation and Nexus Report" dated March 8, 2016, prepared by Revenue and Cost Specialists (RCS), set forth a reasonable methodology and analysis for the

determination of the impact of new development on the need for and costs for additional capital facilities improvements in the City. The Fee Study is attached as Exhibit "A," and incorporated by reference;

- J. City Council evaluated the Development Impact Fee Calculation and Nexus Report, and approved the fee schedule identified in Section 3 of this Resolution;
- K. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing services for the proposed public facility impact fees ten days before the public hearing held on April 6, 2016;
- L. On April 6, 2016, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code §§ 66016 and 66018 and continued this matter to the April 20, 2016, City Council meeting;
- M. After careful consideration, including a review of the documentary and testimonial evidence submitted during the public hearing, the City Council finds that the imposition of impact fees to finance major public facilities is in the best interests of the general welfare of the City and its residents and workers, is equitable, and does not impose an unfair burden on new development;
- N. At the recommendation of the City's Departments and the City Manager, the City Council believes that it is in the public interest to establish the recommended fees to recover the costs of \$55.5 million; and
- O. This Resolution relies on the documentary and testimonial evidence submitted to the City during the public hearing held on April 6, 2016 and continued to the April 20, 2016, City Council meeting in addition to such additional information that may be in the administrative record.

SECTION 2: *Calculation of Development Impact Fees.*

- A. The Development Impact Fee Calculation and Nexus Report ("Fee Study"), prepared by Revenue and Cost Specialists calculates fees for police, fire, community facilities, water, sewer and street systems that would fund the fair share cost to new development for additional capital facilities and equipment improvements;
- B. The study is based on a planning horizon of build-out of all available land within the City;

- C. The level of development fees in the Fee Study is based on a reasonable methodology to determine the impacts and costs of new development;
- D. The City may adopt development impact fees up to the amounts legally justified in the Fee Study;
- E. For any change in use or uses, if the new use or uses are in a fee category that has fee amounts greater than the existing use or uses, then the additional impact fees will be an amount equal to the difference between the impact fees for the new use or uses and the impact fees for the former use or uses.

SECTION 3: Schedule of Development Impact Fees. Based upon the methodology identified in Section 2 and City Council direction at the public hearing, the development impact fees are established as follows:

Development Impact Fee Table Effective April 20, 2016

Land Use	Police	Library	Fire	Parks	Circulation System	Water Dist.	Sewer	Public Meeting Facilities	Aquatics Facilities	Total
Residential										
Detached Dwelling Units	\$584	\$1,660	\$711	\$17,819	\$1,990	\$3,096	\$428	\$1,844	\$813	\$29,945 (per unit)
Attached Dwelling Units	\$559	\$1,684	\$464	\$18,076	\$1,254	\$2,855	\$395	\$1,871	\$825	\$27,983 (per unit)
Commercial Lodging Units	\$212	--	\$423	\$19	\$1,047	\$1,858	\$257	--	--	\$3,816 (per keyed unit)
Non-Residential										
Retail, Service, Office	\$0.411	--	\$0.389	\$0.071	\$3.573	\$0.854	\$0.153	--	--	\$5.451 (per sq. ft.)
Manufacturing, Industrial	\$0.056	--	\$0.021	\$0.036	\$1.450	\$0.429	\$0.077	--	--	\$2.069 (per sq. ft.)
Institutional	\$0.081	--	\$0.059	\$0.179	\$0.977	\$0.587	\$0.105	--	--	\$1.988 (per sq. ft.)

SECTION 4: Fee Adjustment. Unless otherwise revised, the fees established by this Resolution will be automatically adjusted on an annual basis concurrently with the adoption of the capital improvement plan (CIP) each fiscal year beginning on July 1, 2017.

SECTION 5: Exempt under the California Environmental Quality Act. In accordance with the Public Resources Code (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and the CEQA Guidelines (Cal. Code Regs. Title 14, §§ 15000, *et seq.*), the proposed resolution is statutorily exempt from additional environmental review pursuant to CEQA Guidelines § 15273 (Rates, Tolls, Fares and Charges).

SECTION 6: Effective Date of this Resolution. This Resolution will become effective 60 days after the effective date of Ordinance No. _____. Building plans that are submitted to the City for plan check and that are determined to be complete by the Community and Economic Development Director, or designee (that is, detailed architectural plans

including dimensioned site plan, floor plans, elevations, and structural plans, and all plan check application fees have been paid to the City) submitted before July 1, 2016, are exempt from the regulations contained in this Resolution and are subject to the City's existing impact fees. Completed building plans expire within one year unless the City issues a valid building permit. Thereafter, an applicant must submit new building plans and pay all impact fees pursuant to this Resolution. Any dispute regarding the Director's final determination that (a) building plans are incomplete; or (b) whether complete plans were submitted before July 1, 2016, must be appealed pursuant to the MPMC. Any dispute regarding the amount of impact fees due for a project must be appealed pursuant to the MPMC.

SECTION 7: *City Clerk.* The City Clerk will certify the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

ADOPTED AND APPROVED this 20th day of April, 2016.

Peter Chan, Mayor

ATTEST:

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

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 20th day of April 2016, and the same was so passed and adopted by the following vote:

AYES:

NOES:

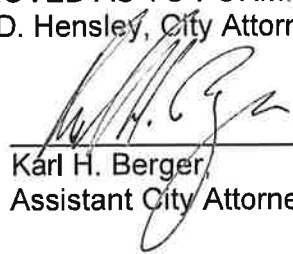
ABSENT:

ABSTAIN:

Vincent D. Chang, City Clerk

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

By:



Karl H. Berger,
Assistant City Attorney



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Chu Thai, Director of Management Services
Annie Yaung, CPFO, Controller
SUBJECT: Warrant Register for the City of Monterey Park of
April 20, 2016

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt Resolution No. _____ allowing certain claims and demands per Warrant Register dated **April 20, 2016** totaling **\$1,257,674.00** specifying the funds out of which the same are to be paid; and
- (2) take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered **308710-308905** and e-Payables numbered **000250-000264**.

BACKGROUND:

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

FISCAL IMPACT:

Disbursements from all funds total **\$1,257,674.00.**

Respectfully submitted:

Prepared by:



Chu Thai
Director of Management Services



Annie Young, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager

Attachments 1: Resolution
Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
20TH DAY OF APRIL 2016
TOTALING \$1,257,674.00 AND SPECIFYING THE FUNDS OUT
OF WHICH THE SAME ARE TO BE PAID**

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

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

General Fund	\$ 236,437.11
State Gas Tax Fund	8,513.65
Bike Route Fund	1,140.70
Sewer Fund	2,279.18
Refuse Fund	8,309.08
City Shop Fund	67,414.37
Technology Internal Service Fund	11,696.83
Payroll Clearing Account	1,985.88
Public Safety Impact Fee	77,000.00
Special Deposits Fund	23,418.41
Workers Comp. Fund	5,871.00
Water Fund	604,832.52
Water Treatment Fund	171,804.74
OPA Proposition A	5,161.68
Measure R Fund	2,316.42
Library Tax Fund	937.49
Home Housing Program	3,500.00
Recreation Fund	4,534.00
Asset Forfeiture	475.02
Air Quality Improvement Fund	5,297.00
CDBG Fund	338.50
Maintenance District 93-1	6,240.92
Maintenance Grant (075)	2,790.00
ELAC Instructional Serv Prog	50.00
City/Housing Successor Agency	5,329.50

TOTAL	\$ 1,257,674.00
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PASSED, APPROVED AND ADOPTED THE 20H DAY OF APRIL 2016.

Peter Chan, Mayor
City of Monterey Park, California

ATTEST

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

RESOLUTION NO.
Page 2

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

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Monterey Park at a regular meeting held on the 20th day of April 2016 by the following vote of the Council:

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

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACCONTEMPS	0010-801-1403-31950	945.00	TEMPORARY STAFFING SERVICES		308725	
	0010-801-1403-31950	836.50	TEMPORARY STAFFING SERVICES		308725	1,781.50
CHRISTINE ALU-QUEZADA	0075-450-0075-09010	125.00	CHERRY BLOSSOM (TRUST)		308726	125.00
AMC CARD PROCESSING SERVICES INC	0010-801-1801-32200	9.95	EE SERVICES PROGRAM		308727	
	0075-450-0075-08370	900.00	EE SERVICES PROGRAM		308727	909.95
APPLEONE EMPLOYMENT SERVICES	0010-801-1704-31950	770.32	TEMPORARY STAFFING SERVICES		308710	770.32
	0010-801-1704-31950	932.72	TEMPORARY STAFFING SERVICES		308728	932.72
AT & T	0010-801-3112-32050	470.24	PHONE SERVICE		308729	
	0022-801-4206-32050	635.10	PHONE SERVICE		308729	
	0092-801-4222-32050	118.33	PHONE SERVICE		308729	1,223.67
BRIGHT LIGHT M, INC	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		308730	100.00
CALBO TRAINING INSTITUTE	0010-801-1703-33200	215.00	CALBO MEMBERSHIP		308749	215.00
CALIFORNIA ASSOCIATION OF	0065-464	540.00	LTD-INSURANCE FOR FIREFIGHTERS		308750	540.00
CALIFORNIA BUILDING STANDARDS COMM	0010-701-0010-09202	400.80	BUILDING PERMIT SURCHARGE FEE		308751	400.80
CALIFORNIA GOVERNORS OFFICE OF EMEF	0010-801-3230-39400	925.00	TRAINING COURSE - M HALLOCK		308752	925.00
CALIFORNIA SOUND SERVICES, LLC	0075-450-0075-09010	2,200.00	CHERRY BLOSSOM PERFORMER-TRUST		308753	2,200.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALIFORNIA SUMO ASSOCIATION	0075-450-0075-09010	750.00	CHERRY BLOSSOM-PERFORMER		308754	750.00
CITY OF LONG BEACH	0349-801-3201-39400	50.00	REGISTRATION		308731	50.00
CRANE PRODUCTIONS (DBA)	0075-450-0075-09010	750.00	CHERRY BLOSSOM PERFORMER-TRUST		308755	750.00
TENRIKYO YOKI DAIKO	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		308756	100.00
DATA WEST CORPORATION	0092-801-4222-38400	900.00	SYSTEM SUPPORT	16-0105	308711	7,220.00
	0092-801-4222-38400	840.00	SYSTEM SUPPORT	16-0105	308711	
	0092-801-4222-38400	5,400.00	SYSTEM SUPPORT	16-0105	308711	
	0092-801-4221-38400	80.00	SYSTEM SUPPORT	16-0105	308711	
DEPARTMENT OF CONSERVATION	0010-701-0010-09200	1,088.83	STRONG MOTION FEE		308757	1,088.83
DEPT OF SOCIAL SERVICES	0010-801-6506-31150	484.00	DAY CARE LICENSING FEE		308712	484.00
DIRECTV, LLC	0010-801-3230-32050	122.99	EOC SERVICES		308713	122.99
DIVERSIFIED RISK INSURANCE	0075-450-0075-08350	397.47	SPECIAL EVENT INSURANCE (TRUST)		308758	397.47
DIVISION OF THE STATE ARCHITECT	0010-801-1703-33200	75.00	TRAINING - TIM TRAN		308759	75.00
EXPRESS SERVICE, INC	0010-801-1801-31950	508.95	TEMPORARY STAFFING SERVICES		308714	1,715.35
	0010-801-6001-31950	452.40	TEMPORARY STAFFING SERVICES		308714	
	0159-801-6507-31920	754.00	TEMPORARY STAFFING SERVICES		308714	
FORWARD THINKING SYSTEMS, LLC	0109-801-5004-91745	660.00	SOFTWARE	16-0601	308732	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						660.00
LEO GARBARINO	0075-450-0075-08615	500.00	CENTENNIAL ENTERTAINMENT		308760	500.00
MATTHEW HALLOCK	0010-801-3230-39400	793.53	FIRE-REIMBURSE EMERG COURSE		308761	793.53
HENSLEY LAW GROUP	0010-801-1601-31600	87.00	LEGAL	16-0081	308733	
	0010-801-1702-31600	195.26	LEGAL	16-0081	308733	
	0010-801-1601-31600	145.00	LEGAL	16-0081	308733	
	0880-801-2207-31600	551.00	LEGAL	16-0081	308733	
	0010-801-1601-31600	29.00	LEGAL	16-0081	308733	
	0010-801-1601-31600	4,756.00	LEGAL		308733	
	0010-801-1601-31600	3,726.26	LEGAL	16-0081	308733	
	0010-801-1601-31600	483.11	LEGAL	16-0081	308733	
	0010-801-1601-31600	20,000.00	LEGAL	16-0086	308733	29,972.63
HOWROYD-WRIGHT EMPLOYMENT AGENCY, I	0010-801-6001-31950	400.93	TEMPORARY STAFFING SERVICES		308734	
	0010-801-6001-31950	446.60	TEMPORARY STAFFING SERVICES		308734	
	0010-801-6001-31950	497.35	TEMPORARY STAFFING SERVICES		308734	1,344.88
INTERPRINT CORPORATION	0022-801-4202-23800	1,825.76	NEIGHBORHOOD WATCH SIGNS		308762	
	0010-801-3120-39700	436.00	NEIGHBORHOOD WATCH SIGNS		308762	2,261.76
SHELLY MARIE ISHIDA	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER (TRUS		308763	100.00
SHIN ITO	0075-450-0075-09010	200.00	CHERRY BLOSSOM (TRUST)		308735	200.00
RODNEY KAGEYAMA	0075-450-0075-09010	275.00	CHERRY BLOSSOM PERFORMER-TRUST		308736	275.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
STEVE KIENG	0010-801-6508-31990	100.00	CINCO DE MAYO POSTER		308737	100.00
	0010-801-6508-31950	100.00	PLAY DAYS POSTER		308764	100.00
KAZUYUKI KITAJIMA	0075-450-0075-09010	400.00	CHERRY BLOSSOM PERFORMER-TRUST		308765	400.00
KUNTAU MARTIAL ARTS ACADEMY	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		308766	100.00
JUNE KURAMOTO	0075-450-0075-09010	600.00	CHERRY BLOSSOM PERFORMER-TRUST		308738	600.00
KYODO TAIKO	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308767	125.00
NICHOLAS M. LANE	0075-450-0075-08615	1,250.00	CENTENNIAL PERFORMER		308768	1,250.00
LAW OFFICES OF DEREK S. YEE	0075-450-0075-08610	100.00	CHERRY BLOSSOM DANCE EXPENSE		308769	100.00
MARK KEPPEL AZTEC SINGERS	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308739	125.00
MARK KEPPEL H.S. AZTEC BAND	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308770	125.00
MARK KEPPEL HIGH SCHOOL	0010-801-6508-39860	200.00	SPECIAL EVENT AD		308715	200.00
MONTEREY PARK PETTY CASH	0092-801-4222-23700	21.61	PETTY CASH-POSTAGE		308716	
	0010-801-1101-39400	27.35	PETTY CASH-REFRESHMENTS		308716	
	0010-801-3104-21200	65.39	PETTY CASH-SUPPLIES		308716	
	0092-801-4222-41100	71.00	PETTY CASH-TRAINING		308716	
	0010-801-1801-21350	130.80	PETTY CASH-SUPPLIES		308716	
						316.15

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3120-39700	57.75	PETTY CASH-SUPPLIES		308771	
	0010-801-3120-39700	53.03	PETTY CASH-SUPPLIES		308771	
	0010-801-1403-39400	64.80	PETTY CASH-MILEAGE		308771	
	0010-801-4212-21200	20.76	PETTY CASH-SUPPLIES		308771	
	0010-801-1403-39400	27.31	PETTY CASH-MILEAGE		308771	
	0010-801-6508-21250	22.87	PETTY CASH-SUPPLIES		308771	
	0010-801-4203-22750	23.72	PETTY CASH-SUPPLIES		308771	
	0010-801-1704-31860	29.90	PETTY CASH-SUPPLIES		308771	
	0010-801-1704-31860	21.00	PETTY CASH-REFRESHMENTS		308771	
	0010-801-6508-22650	52.17	PETTY CASH-SUPPLIES		308771	
	0010-801-3102-39250	49.00	PETTY CASH-SUPPLIES		308771	
	0010-801-1703-33200	55.03	PETTY CASH-MILEAGE		308771	
	0010-801-1703-33200	65.61	PETTY CASH-MILEAGE		308771	
	0010-801-1403-39400	54.75	PETTY CASH-TRAINING EXP		308771	
	0010-801-6517-21350	40.72	PETTY CASH-REFRESHMENTS		308771	
	0092-801-4222-39300	105.00	PETTY CASH-STATE WATER BOARD R		308771	
						743.42
CAROLYN K MORINISHI	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308772	125.00
MOVIE LICENSING USA (DBA)	0010-801-6002-40500	2,644.00	COPYRIGHT LICENSE	16-0639	308773	2,644.00
ORLANDO MURO	0075-450-0075-09010	2,000.00	CHERRY BLOSSOM (TRUST)		308740	2,000.00
NADA BUS, INC	0109-801-4201-31950	1,290.00	RECREATION TRIP		308741	1,290.00
WAYNE KUNIO NAGAO	0075-450-0075-09010	700.00	CHERRY BLOSSOM PERFORMER-TRUST		308774	700.00
NANCY HAYATA	0075-450-0075-09010	250.00	CHERRY BLOSSOM PERFORMER-TRUST		308775	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						250.00
OHANA POLYNESIAN DANCERS (DBA)	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308776	125.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	228.00	PHONE SERVICE		308717	228.00
PARTYLINE EVENTS	0075-450-0075-09010	2,512.89	CHERRY BLOSSOM (TRUST)	16-0604	308777	2,512.89
PATHOMRAT NEIL KUNAWONGSE	0010-801-6508-39250	100.00	CINCO DE MAYO POSTER		308778	100.00
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	2.65	POSTAGE		308779	
	0010-801-1403-32200	94.40	POSTAGE		308779	
	0010-801-1406-32200	225.35	POSTAGE		308779	
	0010-801-1701-32200	21.72	POSTAGE		308779	
	0010-801-1702-32200	118.56	POSTAGE		308779	
	0010-801-1703-32200	7.43	POSTAGE		308779	
	0010-801-1704-32200	45.10	POSTAGE		308779	
	0010-801-1801-32200	21.50	POSTAGE		308779	
	0010-801-1802-32200	0.48	POSTAGE		308779	
	0010-801-3101-32200	6.00	POSTAGE		308779	
	0010-801-3102-32200	11.04	POSTAGE		308779	
	0010-801-3104-32200	16.20	POSTAGE		308779	
	0010-801-3113-32200	8.92	POSTAGE		308779	
	0010-801-3114-32200	115.60	POSTAGE		308779	
	0010-801-3120-32200	194.97	POSTAGE		308779	
	0010-801-3201-32200	0.48	POSTAGE		308779	
	0010-801-3205-32200	31.04	POSTAGE		308779	
	0010-801-3210-32200	2.42	POSTAGE		308779	
	0010-801-3220-32200	46.68	POSTAGE		308779	
	0010-801-6001-32200	41.54	POSTAGE		308779	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PITNEY BOWES POSTAGE BY PHONE	0010-801-6502-32200	27.30	POSTAGE		308779	
	0043-801-1201-32200	6.30	POSTAGE		308779	
	0043-801-4212-32200	31.07	POSTAGE		308779	
	0060-801-4211-32200	0.48	POSTAGE		308779	
	0075-450-0075-09230	109.65	POSTAGE		308779	
	0092-801-4220-32200	9.20	POSTAGE		308779	
	0092-801-4221-32200	95.67	POSTAGE		308779	1,291.75
RAQUEL RICHARDS	0010-801-1802-33100	13.61	PETTY CASH-MILEAGE		308718	
	0010-801-1802-33100	13.61	PETTY CASH-MILEAGE		308718	
	0010-801-1802-39400	67.83	PETTY CASH-REFRESHMENTS		308718	
	0010-801-1802-33100	8.10	PETTY CASH-MILEAGE		308718	
	0010-801-1801-39550	32.54	PETTY CASH-REFRESHMENTS		308718	
	0010-801-1801-39550	11.21	PETTY CASH-REFRESHMENTS		308718	
	0010-801-1801-33100	22.36	PETTY CASH-MILEAGE		308718	
	0010-801-1802-33100	46.16	PETTY CASH-MILEAGE		308718	
	0010-801-1802-33100	23.54	PETTY CASH-MILEAGE		308718	
	0010-801-1802-39400	62.49	PETTY CASH-REFRESHMENTS		308718	
	0010-801-1801-39550	13.99	PETTY CASH-SUPPLIES		308718	
	0010-801-1802-33100	32.72	PETTY CASH-MILEAGE		308718	
	0010-801-1802-33100	33.16	PETTY CASH-MILEAGE		308718	381.32
MANUEL REYES	0159-801-6507-31930	1,560.00	INSTRUCTOR-RECREATION CLASS		308719	1,560.00
	0159-801-6507-31940	1,820.00	INSTRUCTOR-RECREATION CLASS		308742	1,820.00
RYUKYU-KOKU MATSURI DAIKO	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		308743	100.00
SAN DIMAS CANYON CLUBHOUSE	0075-450-0075-08420	500.00	POLICE-GOLF TOURNAMENT-DEPOSIT	16-0625	308780	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						500.00
SERRATO & ASSOCIATES	0010-801-3104-33050	75.00	POLICE TRAINING		308720	75.00
THE STANDARD INSURANCE CO.	0065-464	1,445.88	EXECUTIVE PREMIUM		308781	1,445.88
STATE CONTROLLER'S OFFICE	0022-801-4202-31950	1,789.70	ANNUAL STREET REPORT		308744	1,789.70
CODAY STEVEN	0010-801-3102-33100	40.00	PETTY CASH-PARKING		308721	
	0010-801-3120-39700	14.58	PETTY CASH-REFRESHMENTS		308721	
	0010-801-3104-21200	51.38	PETTY CASH-SUPPLIES		308721	
	0060-801-4211-22250	25.35	PETTY CASH-GASOLINE		308721	
	0010-801-3103-22750	26.15	PETTY CASH-EVIDENCE BAGS		308721	
	0075-450-0075-08420	31.00	PETTY CASH-EXPLORER TRUST		308721	
	0010-801-3120-39700	85.76	PETTY CASH-REFRESHMENTS		308721	
	0010-801-3120-39700	95.09	PETTY CASH-SUPPLIES		308721	
	0010-801-3102-22750	10.78	PETTY CASH-REFRESHMENTS		308721	
	0010-801-3120-39700	81.78	PETTY CASH-REFRESHMENTS		308721	461.87
SUCCESS PRINTING & SIGN INC.	0092-801-6509-31880	2,960.00	CASCADES NEWSLETTER-APRIL ISSU	16-0363	308782	
	0010-801-1101-39250	670.35	PRINTING SERVICES-INVITATION		308782	
	0010-801-6508-22670	640.92	PRINTING SERVICES-BIRTHDAY CD		308782	4,271.27
TAIKO PROJECT	0075-450-0075-09010	200.00	CHERRY BLOSSOM PERFORMER-TRUST		308745	200.00
KOSHIN TAIKO	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		308783	125.00
TAKAKO S. OSUMI	0075-450-0075-09010	300.00	CHERRY BLOSSOM PERFORME (TRUST)		308784	
	0075-450-0075-09010	300.00	CHERRY BLOSSOM PERFORMER (TRUS		308784	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						600.00
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	307.29	POLICE INFORMATION SERVICES	16-0129	308722	307.29
DAVID TORRES	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		308746	100.00
MARICELA VASQUEZ	0159-801-6506-31150	400.00	DAY CARE SUPPLIES		308747	400.00
VERIZON WIRELESS	0022-801-4206-32050	22.43	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-4209-32050	26.12	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-4212-32050	11.76	WIRELESS VOICE & DATA SERVICE		308723	
	0092-801-4221-32050	19.22	WIRELESS VOICE & DATA SERVICE		308723	
	0092-801-4222-32050	3.42	WIRELESS VOICE & DATA SERVICE		308723	
	0092-801-4223-32050	17.02	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-6517-32050	3.37	WIRELESS VOICE & DATA SERVICE		308723	
	0109-801-6511-31180	11.68	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-3205-32050	81.34	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-3210-32050	216.82	WIRELESS VOICE & DATA SERVICE		308723	
	0010-801-3220-32050	409.92	WIRELESS VOICE & DATA SERVICE		308723	823.32
	0010-801-6001-32050	53.78	WIRELESS VOICE & DATA SERVICE		308748	53.78
JULIE MARIE VILLANUEVA	0131-801-6006-22450	84.16	PETTY CASH-SUPPLIES		308724	
	0010-801-6001-39250	38.15	PETTY CASH-NAME PLATES		308724	
	0010-801-6002-21350	38.13	PETTY CASH-CERTIFICATE PAPER		308724	
	0010-801-6004-22450	19.17	PETTY CASH-SUPPLIES		308724	
	0075-450-0075-08250	20.00	PETTY CASH-TRAINING (TRUST)		308724	
	0075-450-0075-08250	20.00	PETTY CASH-TRAINING (TRUST)		308724	

CITY OF MONTEREY PARK
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 COUNCIL MEETING DATE 04/20/2016

PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JULIE MARIE VILLANUEVA	0075-450-0075-08250	20.00	PETTY CASH-TRAINING (TRUST)		308724	239.61
TOTAL FOR PREPAID WARRANTS						89,790.65
PRINTED		89,790.65				
E-PAYABLE		0.00				

CITY OF MONTEREY PARK
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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ACTION SALES (DBA)	0010-801-3210-24300	477.36	FIRE SUPPLIES		308785	477.36
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	475.02	POLICE K-9 TRAINING		250 *	475.02
ADMINSURE INC.	0080-801-8301-20000	5,871.00	WORKERS COMP CLAIM ADMIN		308786	5,871.00
ADVANCE PEST TERMITE CONTROL	0010-801-6505-38250	42.00	PEST CONTROL	16-0142	308787	42.00
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	55.00	PRE-EMPLOYMENT/DMV/DOT PHYS		308788	55.00
AGENCIES TOOL CENTER	0060-801-4211-24100	309.18	FLEET TOOLS/SUPPLIES	16-0019	251 *	529.14
	0060-801-4211-24100	219.96	FLEET TOOLS/SUPPLIES	16-0019	251 *	
AIRGAS	0042-801-4204-23800	986.32	WATER SUPPLIES		252 *	986.32
ALL STAR GLASS, INC	0060-801-4211-38400	295.19	FLEET REPAIR	16-0021	308789	295.19
AMERICAN BUILDERS	0010-801-6502-31950	1,989.25	PARKS INFIELD MIX		253 *	1,989.25
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-22750	89.97	FIRE/SECURITY ALARM MONITORING		308790	194.97
	0010-801-3230-22750	105.00	FIRE/SECURITY ALARM MONITORING		308790	
AMTECH ELEVATOR SERVICES	0092-801-4210-38100	484.92	ELEVATOR MAINTENANCE	16-0325	308791	484.92
ANGELO PLUMBING INC	0010-801-4210-38100	780.77	INSTALLATION SERVICE	16-0611	308792	780.77
APPLIED SPECTROMETRY	0093-801-4226-23300	445.74	WATER PARTS		308793	445.74

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AUTOZONE WEST, INC	0060-801-4211-23500	138.34	FLEET PARTS-STOCK	16-0428	254 *	
	0060-801-4211-23500	244.19	FLEET PARTS-UNIT 982	16-0428	254 *	
	0060-801-4211-23500	39.59	FLEET PARTS-UNIT 042	16-0428	254 *	
	0060-801-4211-23500	35.19	FLEET PARTS-UNIT 960	16-0428	254 *	
	0060-801-4211-23500	148.49	FLEET PARTS-UNIT 053	16-0428	254 *	
	0060-801-4211-23500	83.62	FLEET PARTS-STOCK	16-0428	254 *	689.42
BACKFLOW APPARATUS & VALVE CO	0092-801-4221-23700	1,994.70	WATER SUPPLIES		308794	
	0092-801-4221-23700	404.17	WATER SUPPLIES	16-0350	308794	2,398.87
BAKER & TAYLOR INC	0010-801-6002-40000	689.86	BOOK(S)		308795	
	0010-801-6002-40000	24.22	BOOK(S)		308795	
	0010-801-6002-40000	13.19	BOOK(S)		308795	
	0010-801-6002-40000	64.36	BOOK(S)		308795	
	0010-801-6002-40000	36.78	BOOK(S)		308795	
	0010-801-6002-40000	205.92	BOOK(S)		308795	1,034.33
VINCENT BALTIERRA III	0010-801-1801-39400	20.49	TUITION REIMBURSEMENT		308796	20.49
BIG BEN INC. (DBA) BIG BEN ENGINEEF	0092-801-4224-82246	556,784.83	WATER SYSTEM IMPROVEMENTS	16-0269	308797	556,784.83
BLAZE CONE COMPANY	0022-801-4206-23800	1,218.24	TRAFFIC CONES		308798	1,218.24
CALIFA	0075-450-0075-08250	75.00	LIBRARY TRAINING		308799	75.00
CALIFORNIA FITNESS SOURCE INC	0075-450-0075-08550	1,860.47	LANGLEY EQUIPMENT MAINT(TRUST)		308800	1,860.47
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	101.74	WATER SERVICE		308801	

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	27.81	WATER SERVICE		308801	
	0092-801-4222-36300	19.51	WATER SERVICE		308801	
	0092-801-4222-36300	48.80	WATER SERVICE		308801	197.86
CALOX, INC	0010-801-3210-22750	29.75	FIRE MEDICAL SUPPLIES		308802	
	0010-801-3210-22750	21.25	FIRE MEDICAL SUPPLIES		308802	
	0010-801-3210-22750	52.00	FIRE MEDICAL SUPPLIES		308802	103.00
CANON FINANCIAL SERVICES, INC.	0092-801-1201-37500	892.22	COPIER MACHINE RENTAL		308803	
	0092-801-1201-37500	528.06	COPIER MACHINE RENTAL		308803	
	0092-801-1201-37500	153.00	COPIER MACHINE RENTAL		308803	
	0010-801-6505-39250	185.73	COPIER MACHINE RENTAL	16-0442	308803	1,759.01
WILLIAM HENRY CHAN	0010-701-0010-07430	15.00			308804	15.00
JONATHAN CHANG	0010-801-3220-41100	125.00	REIMBURSE FOR LACO EMT RECERT		308805	125.00
CHARTER COMMUNICATIONS	0010-801-6502-32050	238.22	INTERNET/CABLE SERVICE	16-0143	308806	
	0010-801-6502-32050	205.95	INTERNET/CABLE SERVICE	16-0144	308806	444.17
CHICAGO TITLE COMPANY	0152-850-2206-38620	500.00	RECORDING FEE-728 S. RUSSELL	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-213 E. GLEASON	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-1211 BRANHAM ST	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-1113 RIDGECREST	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-1155 PUNTA WAY	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-1100 ACKLEY	16-0083	308807	
	0152-850-2206-38620	500.00	RECORDING FEE-401 DONCREST ST	16-0083	308807	3,500.00

CITY OF MONTEREY PARK
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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CINDY TRANG	0010-801-1301-39400	730.35	REIMBURSE-TRAINING		308808	
	0010-801-1301-33100	54.00	REIMBURSE-TRAINING		308808	784.35
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	3,354.60	PARKING CITATIONS SERVICE		308809	3,354.60
COLLICUTT ENERGY SERVICES INC	0092-801-4210-38100	5,954.88	GENERATOR REPAIR	16-0619	255 *	5,954.88
COME LAND MAINTENANCE COMPANY	0092-801-4210-38250	1,661.00	JANITORIAL SERVICE	16-0593	308810	
	0010-801-3114-38250	755.00	JANITORIAL SERVICE	16-0593	308810	
	0092-801-4223-39250	279.00	JANITORIAL SERVICE	16-0593	308810	
	0092-801-4222-31950	132.00	JANITORIAL SERVICE	16-0593	308810	2,827.00
COMMERCIAL DOOR OF LOS ANGELES	0010-801-4210-38100	1,965.00	DOOR INSTALLATION	16-0502	308811	
	0010-801-4210-38100	279.80	FIRE DOOR REPAIR	16-0502	308811	2,244.80
COMPLETE LANDSCAPE CARE, INC.	0176-801-6516-31190	5,800.00	LANDSCAPE MAINTENANCE	16-0077	308812	5,800.00
DAILY JOURNAL CORPORATION	0092-801-1301-34050	153.00	LEGAL NOTICE	16-0147	308813	153.00
DEPARTMENT OF JUSTICE	0010-801-1801-39550	160.00	FINGERPRINT PROCESSING		308814	160.00
DIVERSIFIED ALARM SERVICE	0010-801-4210-38100	135.00	SECURITY MONITORING SERVICES		256 *	
	0010-801-6502-38400	180.00	SECURITY MONITORING SERVICES		256 *	
	0010-801-6502-38400	2,190.00	SECURITY MONITORING SERVICES	16-0218	256 *	2,505.00
E.R.S. SECURITY ALARM SYSTEMS,	0010-801-6001-38100	135.00	LIBRARY SECURITY MONITORING		308815	135.00
EMERGENCY RESPONSE CRIME SCENE CLEANUP	0010-801-3103-22750	650.00	VEHICLE DECONTAMINATION		308816	

* Indicates an E-Payable transaction

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						650.00
EMPIRE CLEANING SUPPLY	0075-450-0075-08320	316.41	JANITORIAL SUPPLIES		257 *	
	0010-801-6001-22150	65.58	JANITORIAL SUPPLIES		257 *	
	0010-801-6001-22150	635.34	JANITORIAL SUPPLIES		257 *	
						1,017.33
ENLIGHTEN ENTERPRISES CO (DBA)	0010-801-6002-40000	1,090.24	LIBRARY-BOOK(S) 78		308817	
						1,090.24
ESI ACQUISITION, INC.	0010-801-3230-24150	9,900.00	FIRE-EOC SOFTWARE SUPPORT	16-0613	308818	
						9,900.00
FRANKIE DOMINGUEZ	0010-801-1801-39400	112.68	TUITION REIMBURSEMENT		308819	
						112.68
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,014.79	WATER CHEMICALS	16-0326	258 *	
						1,014.79
GARVEY EQUIPMENT COMPANY	0010-801-6517-24100	138.38	PARKS SUPPLIES	16-0315	308820	
						138.38
GOVCONNECTION INC.	0010-801-1702-22750	62.44	COMPUTER SUPPLIES		308821	
						62.44
GRAINGER	0110-801-4202-23600	31.96	SUPPLIES	16-0299	308822	
	0110-801-4202-23600	86.77	PARKS-SUPPLIES	16-0299	308822	
	0010-801-6517-24100	26.64	PARKS-SUPPLIES		308822	
	0010-801-6517-24100	79.20	PARKS-SUPPLIES		308822	
	0010-801-6517-22150	438.19	PARKS-SUPPLIES		308822	
	0010-801-6517-22150	262.92	PARK-SUPPLIES		308822	
	0010-801-6517-22150	262.92	PARKS-SUPPLIES		308822	
	0176-801-6516-23300	364.95	PARKS-SUPPLIES		308822	
	0092-801-4210-23050	6.77	WATER-SUPPLIES	16-0364	308822	
	0092-801-4210-23050	1,000.45	WATER-SUPPLIES	16-0364	308822	
	0092-801-4210-23050	99.71	WATER-SUPPLIES	16-0364	308822	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
GRAINGER	0010-801-4210-23300	2.48	WATER-SUPPLIES	16-0364	308822	
	0010-801-4210-23300	3.85	WATER-SUPPLIES	16-0364	308822	
	0010-801-4210-23300	427.47	WATER-SUPPLIES	16-0364	308822	3,094.28
GRAND PRIX TIRE & AUTO CENTER	0060-801-4211-23500	388.04	FLEET TIRES-UNIT 049 AND STOCK	16-0030	308823	
	0060-801-4211-23500	886.00	FLEET TIRES	16-0030	308823	1,274.04
GREENWOOD ENTERPRISES, LLC	0165-801-4201-39300	5,297.00	EMISSIONS CREDIT	16-0615	308824	5,297.00
GRM INFORMATION MANAGEMENT	0010-801-1801-21350	170.00	STORAGE SERVICES	16-0162	308825	
	0010-801-1802-38400	61.00	STORAGE SERVICES	16-0162	308825	231.00
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	305.20	FLEET PARTS	16-0328	308826	
	0060-801-4211-23500	22.99	FLEET PARTS-UNIT 029	16-0328	308826	
	0060-801-4211-23500	241.65	FLEET PARTS	16-0328	308826	
	0060-801-4211-23500	22.99	FLEET PARTS-UNIT 929	16-0328	308826	
	0060-801-4211-23500	99.69	FLEET PARTS	16-0328	308826	
	0060-801-4211-23500	18.52	FLEET PARTS-UNIT 049	16-0328	308826	
	0060-801-4211-23500	166.92	FLEET PARTS-UNIT 029	16-0328	308826	
	0060-801-4211-23500	24.08	FLEET PARTS-UNIT 065	16-0328	308826	
	0060-801-4211-23500	11.99	FLEET PARTS-CREDIT	16-0328	308826	890.05
HANSON AGGREGATES	0110-801-4202-23600	545.99	ASPHALT	16-0280	259 *	545.99
HAROLD'S KEY SHOP, INC.	0010-801-6517-23050	190.18	KEY/LOCK SERVICES	16-0304	308827	190.18
RANDALL HARPER	0075-450-0075-08360	2,400.52	EE COMPUTER PROGRAM (TRUST)		308828	2,400.52

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	1,101.00	PRE-EMPLOYMENT PHYSICALS		308829	1,101.00
HINDERLITER, DE LLAMAS & ASSOC.	0010-801-1403-31400	1,350.00	CONTRACT SERVICES-SALES TAX	16-0449	308830	
	0010-701-0010-01500	1,360.56	CONTRACT SERVICES-SALES TAX		308830	2,710.56
HOME DEPOT CREDIT SERVICES	0092-801-4210-23050	83.07	HARDWARE SUPPLIES	16-0416	308831	
	0092-801-4210-23050	57.43	HARDWARE SUPPLIES	16-0416	308831	
	0092-801-4210-23050	8.65	SUPPLIES	16-0416	308831	
	0092-801-4210-23050	77.39	HARDWARE SUPPLIES	16-0416	308831	
	0092-801-4210-23050	18.36	HARDWARE SUPPLIES	16-0416	308831	
	0060-801-4211-23500	537.30	HARDWARE SUPPLIES	16-0084	308831	
	0010-801-6517-23050	10.90	HARDWARE SUPPLIES	16-0314	308831	
	0010-801-4202-23950	433.39	HARDWARE SUPPLIES	16-0279	308831	
	0010-801-6517-23050	10.85	HARDWARE SUPPLIES	16-0314	308831	
	0010-801-6517-23050	28.31	HARDWARE SUPPLIES	16-0314	308831	
	0010-801-5004-90650	399.20	SUPPLIES		308831	1,664.85
HORIZON SOLAR POWER	0010-701-0010-06330	62.40	REFUND-FIRE PLAN CHECK		308832	62.40
EDDY HSIEH	0010-701-0010-06250	991.00	REFUND FOR DRB16-09 APPLICATIO		308833	991.00
INTERNATIONAL CODE COUNCIL, INC	0010-801-1703-39350	460.73	BUILDING CODE BOOK		308834	460.73
INTERPRINT CORPORATION	0022-801-4206-23800	1,825.76	CUSTOM SIGNS		308835	1,825.76
JAVIER PARADA (DBA) XTREMEFITNESS	0010-801-3210-31950	384.75	EQUIPMENT MAINT-STATION 61		308836	384.75
JHM SUPPLY INC	0010-801-6517-23300	63.77	PARKS SUPPLIES	16-0316	308837	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JHM SUPPLY INC	0010-801-6517-23300	5.23	PARKS SUPPLIES	16-0316	308837	69.00
JWA URBAN CONSULTANTS INC	0169-801-2201-31850	338.50	CDBG/HOME CONSULTING	16-0522	308838	5,117.00
	0880-801-2207-31950	4,778.50	CDBG/HOME CONSULTING		308838	
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		308839	13,042.05
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		308839	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		308839	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		308839	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		308839	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		308839	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		308839	
	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		308839	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		308839	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		308839	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		308839	
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0043-801-1404-31700	3,850.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0092-801-1404-31700	3,908.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	

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KNOWLES-MCNIFF	0093-801-4226-31700	212.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0093-801-4227-31700	259.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0093-801-4228-31700	212.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0093-801-4229-31700	199.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0093-801-4231-31700	265.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0093-801-4232-31700	212.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE	16-0131	308840	12,500.00
KOVATCH MOBILE EQUIPMENT	0060-801-3210-38400	4,134.78	FIRE ENGINE REPAIR		308841	4,134.78
L N CURTIS & SONS	0071-801-5004-88560	77,000.00	FIRE SUPPLIES	16-0431	260 *	77,000.00
L.A.U.S.D. PERSONNEL	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		308842	
	0010-801-1801-39400	90.00	BILINGUAL TESTING SERVICES		308842	180.00
LAWN MOWER CORNER/KNG POWER EQUIPMENT	0060-801-4211-23500	106.82	FLEET SUPPLIES	16-0010	308843	
	0060-801-4211-23500	82.82	FLEET SUPPLIES	16-0010	308843	
	0010-801-4203-23300	457.80	PARKS ZERO MISSIONS BLOWERS	16-0298	308843	647.44
LIEBERT CASSIDY WHITMORE	0043-801-1601-31600	2,173.00	LEGAL SERVICE-GENERAL		308844	
	0010-801-1801-31951	1,291.00	LEGAL SERVICE-DISCIPLINE		308844	
	0010-801-1801-31951	49.00	LEGAL SERVICE-POLICE		308844	
	0010-801-1801-31954	833.00	LEGAL SERVICE-DISCIPLINE		308844	4,346.00
LIFE-ASSIST INC	0010-801-3220-24200	501.40	FIRE SUPPLIES		308845	
	0010-801-3220-24200	1,700.85	FIRE SUPPLIES		308845	
	0010-801-3220-22350	419.04	FIRE SUPPLIES		308845	2,621.29

* Indicates an E-Payable transaction

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
LOGAN SUPPLY CO., INC.	0092-801-4223-23300	1,155.40	WATER SUPPLIES/TOOLS	16-0372	308846	1,155.40
LOS ANGELES COUNTY DEPT. OF	0022-801-4206-41100	562.44	TRAFFIC SIGNAL MAINTENANCE		308847	562.44
M & C WELDING	0060-801-4211-38400	125.00	WELDING SERVICES-WD82	16-0012	308848	
	0060-801-4211-38400	360.00	WELDING SERVICES-UNIT 936	16-0012	308848	485.00
MALCOLITE CORPORATION	0092-801-4210-23050	300.37	BUILDING MAINT-CUSTOM ENCLOSUR		308849	300.37
MALWAREBYTES	0043-801-1404-38400	1,147.50	ANTISPYWARE	16-0592	308850	1,147.50
DAVID MARQUARDT	0010-801-1801-39400	366.00	TUITION REIMBURSEMENT		308851	366.00
MATCO TOOLS (DBA)	0060-801-4211-24100	188.03	FLEET TOOLS	16-0190	308852	
	0060-801-4211-24100	201.11	FLEET TOOLS	16-0190	308852	389.14
MCNEILL SECURITY AND FIRE SYSTEMS	0092-801-4210-38400	2,001.69	ALARM SERVICES	16-0566	308853	
	0010-801-6001-38400	218.67	ALARM SERVICES		308853	2,220.36
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	3,200.00	LANGLEY TAP CARD	16-0187	308854	3,200.00
MGT OF AMERICA, INC.	0010-701-0010-08100	7,250.00		16-0612	308855	7,250.00
MIDORI GARDENS	0344-801-5002-99290	2,790.00	IRRIGATION SERVICES	16-0529	308856	2,790.00
MISSION SUPER HARDWARE	0022-801-4202-24100	110.14	HARDWARE SUPPLIES	16-0406	308857	
	0010-801-6517-23050	9.80	HARDWARE SUPPLIES	16-0342	308857	
	0010-801-3210-22750	34.87	HARDWARE SUPPLIES	16-0060	308857	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MISSION SUPER HARDWARE	0010-801-3210-38400	145.72	HARDWARE SUPPLIES	16-0060	308857	300.53
MOORE MEDICAL CORP	0042-801-4204-23800	1,266.15	MEDICAL SUPPLIES		308858	1,266.15
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	16-0319	308859	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	16-0319	308859	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	16-0319	308859	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	16-0319	308859	760.00
NED R HEALY & CO	0060-801-4211-23500	92.28	FLEET SUPPLIES	16-0033	308860	92.28
NETWORK INNOVATIONS US INC.	0010-801-3230-32050	31.02	EOC PHONE SERVICE		308861	31.02
O'REILLY AUTO PARTS	0060-801-4211-23500	265.95	FLEET PARTS-UNIT 050	16-0242	308862	
	0060-801-4211-23500	8.71	FLEET PARTS-UNIT 931	16-0242	308862	
	0060-801-4211-23500	28.81	FLEET PARTS-UNIT 932	16-0242	308862	
	0060-801-4211-23500	57.62	FLEET PARTS-UNIT 045	16-0242	308862	
	0060-801-4211-23500	21.71	FLEET PARTS	16-0242	308862	
	0060-801-4211-23500	21.85	FLEET PARTS-UNIT 981	16-0242	308862	
	0060-801-4211-23500	11.43	FLEET PARTS-UNIT 960	16-0242	308862	
	0060-801-3210-38400	49.53	FLEET PARTS		308862	465.61
OCLC, INC	0010-801-6003-31700	1,035.50	LIBRARY CATALOGING SERVICE		308863	1,035.50
OFFICE DEPOT INC.	0010-801-6508-21350	112.66	OFFICE SUPPLIES		308864	
	0010-801-6508-21350	62.38	OFFICE SUPPLIES		308864	
	0010-801-6508-21350	166.17	OFFICE SUPPLIES		308864	
	0060-801-4211-21350	32.26	OFFICE SUPPLIES	16-0035	308864	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
OFFICE DEPOT INC.	0060-801-4211-21350	12.75-	OFFICE SUPPLIES-CREDIT	16-0035	308864	
	0060-801-4211-21350	27.69	OFFICE SUPPLIES	16-0035	308864	
	0060-801-4211-21350	27.82	OFFICE SUPPLIES	16-0035	308864	
	0010-801-4209-22300	175.42	OFFICE SUPPLIES	16-0170	308864	
	0176-801-6516-21350	75.97	OFFICE SUPPLIES	16-0329	308864	
	0010-801-5004-90650	1,025.57	OFFICE SUPPLIES	16-0061	308864	
	0010-801-5004-90650	125.11	OFFICE SUPPLIES	16-0061	308864	
	0010-801-5004-90650	217.99	OFFICE SUPPLIES	16-0061	308864	
	0010-801-5004-90650	42.05	OFFICE SUPPLIES	16-0061	308864	
	0010-801-3210-21300	47.81	OFFICE SUPPLIES	16-0061	308864	
	0010-801-3210-21300	64.58	OFFICE SUPPLIES	16-0061	308864	
						2,190.73
OFFICE SOLUTIONS	0010-801-1407-21350	27.85	OFFICE SUPPLIES	16-0103	261 *	27.85
PARKHOUSE TIRE, INC.	0060-801-4211-23500	932.91	FLEET TIRES	16-0212	308865	932.91
PLUMBING WHOLESALE OUTLET	0010-801-4210-23300	51.18	PLUMBING SUPPLIES	16-0263	308866	
	0010-801-4210-23300	67.86	PLUMBING SUPPLIES	16-0263	308866	
	0010-801-4210-23300	277.29	PLUMBING SUPPLIES	16-0263	308866	
	0010-801-4210-23300	131.78	PLUMBING SUPPLIES	16-0263	308866	
						528.11
PREMIER TRAILER LEASING, INC.	0010-801-5002-99726	200.00	MONTEREY PASS ROAD REMOVAL	16-0397	308867	200.00
PROSOURCE FACILITY SUPPLY	0010-801-4210-22150	467.24	JANITORIAL SUPPLIES	16-0361	308868	467.24
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	26.10	UNIFORMS	16-0447	262 *	
	0060-801-4211-22300	30.89	UNIFORMS	16-0447	262 *	
	0060-801-4211-22150	20.92	SHOP RAGS	16-0447	262 *	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
PRUDENTIAL OVERALL SUPPLY	0010-801-3210-22150	14.91	SHOP RAGS	16-0447	262 *	
	0060-801-4211-22150	20.92	SHOP RAGS	16-0447	262 *	
	0010-801-3210-22150	14.91	SHOP RAGS	16-0447	262 *	128.65
PYRO-COMM SYSTEMS, INC	0010-801-6001-38400	135.00	LIBRARY FIRE ALARM		308869	135.00
QUALITY CODE PUBLISHING LLC	0010-801-1301-39250	3,163.23	MUNICIPAL CODE	16-0203	308870	3,163.23
R S D REFRIGERATION	0010-801-4210-38150	341.84	AIR CONDITIONING PARTS		308871	
	0010-801-4210-38150	488.96	AIR CONDITIONING PARTS		308871	830.80
MARGARET RAMIREZ	0010-801-1301-22670	25.00	COUNCIL PRESENTATION PHOTO	16-0124	308872	25.00
RAPID-O-PRINT	0010-801-3101-39250	101.15	MPPD RECRUITMENT BROCHURE		308873	101.15
RED WING SHOE STORES	0010-801-6517-22310	225.00	SAFETY BOOTS-D SABADIN	16-0306	308874	225.00
RENT-A-TOOL	0042-801-4204-23800	26.71	WATER SUPPLIES		308875	26.71
REVENUE & COST SPECIALIST, LLC	0010-801-1403-31950	3,062.50	DEV. IMPACT FEE SCHEDULE	16-0418	308876	
	0092-801-1403-31950	3,062.50	DEV. IMPACT FEE SCHEDULE	16-0418	308876	6,125.00
ROSEMEAD OIL PRODUCTS, INC.	0060-801-4211-22250	514.53	MOTOR OIL/FLUID	16-0018	308877	514.53
S & J SUPPLY CO.	0092-801-4223-23300	310.66	WATER SUPPLIES	16-0201	308878	
	0092-801-4223-23300	597.32	WATER SUPPLIES	16-0456	308878	907.98
S C FUELS (DBA)	0060-801-4211-22250	9,023.54	FUEL	16-0165	308879	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
S C FUELS (DBA)	0060-801-4211-22250	6,282.13	FUEL	16-0165	308879	
	0060-801-4211-22250	6,659.42	FUEL	16-0165	308879	
						21,965.09
SAN GABRIEL VALLEY MUNICIPAL WATER	0093-801-4229-42200	132,035.00	DEBT SERVICE PAYMENT-NO. 8		308880	
	0093-801-4230-42200	37,965.00	DEBT SERVICE PAYMENT-NO. 8		308880	
						170,000.00
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	56.43	WATER SERVICES-8800 KLINGERMANN		308881	
						56.43
SEA CLEAR POOLS INC	0010-801-6503-38200	421.79	POOL SERVICES	16-0179	308882	
	0010-801-5004-91522	53,000.00	POOL SERVICES	16-0628	308882	
	0010-801-5004-91738	16,850.00	POOL SERVICES	16-0628	308882	
						70,271.79
SIGMANET, INC	0063-801-5002-99055	9,527.29	NETWORK-FIRE STAT 2 AND DELTA	16-0582	308883	
	0063-801-5002-99055	412.46	NETWORK PROJECT		308883	
	0063-801-5002-99055	1,757.08	NETWORK PROJECT-DELTA PLANT		308883	
						11,696.83
SMARDAN SUPPLY COMPANY	0010-801-4210-23300	700.22	BLDG MAINT SUPPLIES	16-0265	308884	
	0010-801-4210-23300	2,092.78	BLDG MAINT SUPPLIES	16-0265	308884	
						2,793.00
SNAP-ON INDUSTRIAL, A DIVISION OF 1	0060-801-4211-38400	322.86	FLEET TOOLS/SUPPLIES	16-0037	263 *	
	0060-801-4211-38400	296.46	FLEET TOOLS/SUPPLIES	16-0037	263 *	
						619.32
SOUTH COAST AIR QUALITY	0010-801-3230-22750	346.54	AQMD FEES		308885	
	0010-801-3230-22750	121.44	AQMD FEES		308885	
						467.98
STETSON ENGINEERS, INC,	0092-801-4220-31950	106.19	NPDES PERMIT APPLICATION	16-0357	308886	
	0092-801-4220-31950	697.42	NPDES PERMIT APPLICATION	16-0357	308886	
	0092-801-4220-31950	105.00	2015 UWMP SERVICES	16-0357	308886	

* Indicates an E-Payable transaction

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						908.61
SUPERIOR COURT OF CALIFORNIA - COUT	0010-701-0010-03620	8,313.70	CITATION PROCESSING		308887	8,313.70
SUPREME TROPHIES & GIFTS CO.	0010-801-1101-39250	22.89	NAME BADGES		308888	22.89
TANK SPECIALISTS OF CALIFORNIA	0060-801-4211-22250	125.00	DESIGNATED OP. SVC.	16-0139	308889	125.00
TITAN SOLAR CONSTRUCTION	0010-701-0010-02600	137.00			308890	
	0010-701-0010-02500	76.06	BUILDING PERMIT		308890	213.06
TITO AUTO TRIM (DBA)	0060-801-4211-38400	175.00	FLEET REPAIR-UNIT 931	16-0039	308891	
	0060-801-4211-38400	35.00	FLEET REPAIR	16-0039	308891	210.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-4209-22310	11.15	UNIFORMS-M AGUILAR	16-0169	308892	11.15
TRANSPORTATION ENGINEERING AND PLAN	0023-801-5002-96070	1,140.70	FAST TRACK BIKE LANE	16-0160	308893	1,140.70
NU XAY TRIEN	0092-701-0092-07520	6,185.76	REFUND-205 W. MARKLAND DRIVE		308894	6,185.76
TRU DESIGNZ & PRINTING	0075-450-0075-09010	381.50	POSTER FOR CHERRY BLOSSOM		308895	381.50
UC REGENTS	0010-801-3220-39400	2,735.68	FIRE-CONTINUED EDUCATION	16-0211	308896	2,735.68
VECTOR RESOURCES, INC. DBA VECTOR I	0075-450-0075-08550	262.50	LANGLEY SOFTWARE AND CAMERA		308897	262.50
VISTA PAINT CO.	0010-801-4202-23950	17.55	PAINT SUPPLIES		308898	17.55
VULCAN MATERIAL CO	0110-801-4202-23600	597.67	ASPHALT	16-0608	308899	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VULCAN MATERIAL CO	0110-801-4202-23600	298.97	ASPHALT	16-0608	308899	
	0010-801-4202-23600	301.93	ASPHALT	16-0608	308899	
	0010-801-4202-23600	154.43	ASPHALT	16-0608	308899	
	0010-801-4202-23600	302.67	ASPHALT	16-0608	308899	
	0110-801-4202-23600	451.65	ASPHALT	16-0470	308899	
	0110-801-4202-23600	303.41	ASPHALT	16-0470	308899	
						2,410.73
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	243.78	FLEET PARTS	16-0240	264 *	
	0060-801-4211-23500	190.90	FLEET PARTS-UNITS 059 AND 083	16-0240	264 *	
	0060-801-4211-23500	146.50	FLEET PARTS-UNIT 908	16-0240	264 *	
	0060-801-4211-23500	45.18	FLEET PARTS-UNIT 023	16-0240	264 *	
	0060-801-4211-23500	73.50	FLEET PARTS-UNIT 931	16-0240	264 *	
	0060-801-4211-23500	88.03	FLEET PARTS-UNIT 842	16-0240	264 *	
	0060-801-4211-23500	22.50	FLEET PARTS	16-0240	264 *	
	0060-801-4211-23500	16.66	FLEET PARTS- UNIT 027	16-0240	264 *	
	0060-801-4211-23500	3.63	FLEET PARTS-UNIT 049	16-0240	264 *	
	0060-801-4211-23500	26.98	FLEET PARTS-UNIT 049	16-0240	264 *	
	0060-801-4211-23500	95.45	FLEET PARTS	16-0240	264 *	
	0060-801-4211-23500	81.41	FLEET PARTS-UNIT 065	16-0240	264 *	
	0060-801-4211-23500	108.10	FLEET PARTS-UNIT 983	16-0240	264 *	
	0060-801-4211-23500	95.45	FLEET PARTS- UNIT 075	16-0240	264 *	
	0060-801-4211-23500	26.16-	FLEET PARTS-CREDIT	16-0240	264 *	
	0060-801-4211-23500	13.08-	FLEET PARTS-CREDIT	16-0240	264 *	
	0060-801-4211-23500	13.08-	FLEET PARTS-CREDIT	16-0240	264 *	
	0060-801-4211-23500	26.16-	FLEET PARTS-CREDIT	16-0240	264 *	
						1,159.59
WEST COAST ARBORISTS, INC.	0010-801-6516-31190	20,703.00	TREE MAINTENANCE SERVICES	16-0607	308900	
						20,703.00
WESTCHESTER MEDICAL GROUP	0010-801-1801-31900	575.00	PHYSICAL-C THAI		308901	

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						575.00
WESTCO SERVICE COMPANY	0075-450-0075-08320	601.00	AIR CONDITIONING REPAIR		308902	601.00
BOB WONDRIES FORD	0010-801-5002-96082	6,355.89	AUTO-TRUCK UNIT 991	16-0528	308903	
	0060-801-4211-54050	30,000.00	3/4 TON UTILITY TRUCK	16-0528	308903	36,355.89
XANADU SERVICE SYSTEM	0010-801-6517-38250	3,650.00	JANITORIAL SERVICES	16-0560	308904	3,650.00
ZOLL MEDICAL CORPORATION	0010-801-3220-24200	143.88	FIRE MEDICAL SUPPLIES	16-0113	308905	143.88
						1,167,883.35
	TOTAL FOR REGULAR WARRANTS					
	PRINTED	1,073,240.80				
	E-PAYABLE	94,642.55				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/20/2016

TOTAL FOR PREPAID WARRANTS	89,790.65
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	1,073,240.80
TOTAL FOR PRINTED E-PAYABLES	94,642.55
TOTAL WARRANTS	1,257,674.00
TOTAL VOID CHECKS	0
TOTAL PREPAID CHECKS	75
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	121
TOTAL E-PAYABLES PRINTED	15
TOTAL CHECKS ISSUED	211

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 04/20/2016
 FUND SUMMARY

FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	48,886.26	187,550.85	236,437.11
0022	STATE GAS TAX FUND	4,272.99	4,240.66	8,513.65
0023	BIKE ROUTE FUND	0.00	1,140.70	1,140.70
0042	SEWER FUND	0.00	2,279.18	2,279.18
0043	REFUSE FUND	37.37	8,271.71	8,309.08
0060	CITY SHOP FUND	25.83	67,388.54	67,414.37
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	11,696.83	11,696.83
0065	PAYROLL CLEARING ACCOUNT	1,985.88	0.00	1,985.88
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	77,000.00	77,000.00
0075	SPECIAL DEPOSITS FUND	16,761.01	6,657.40	23,418.41
0080	WORKERS COMP FUND	0.00	5,871.00	5,871.00
0092	WATER FUND	10,640.47	594,192.05	604,832.52
0093	WATER TREATMENT FUND	0.00	171,804.74	171,804.74
0109	OPA PROPOSITION A	1,961.68	3,200.00	5,161.68
0110	MEASURE R FUND	0.00	2,316.42	2,316.42
0131	LIBRARY TAX FUND	84.16	853.33	937.49
0152	HOME HOUSING PROGRAM	0.00	3,500.00	3,500.00
0159	RECREATION FUND	4,534.00	0.00	4,534.00
0160	ASSET FORFEITURE	0.00	475.02	475.02
0165	AIR QUALITY IMPROVEMENT FUND	0.00	5,297.00	5,297.00
0169	CDBG FUND	0.00	338.50	338.50
0176	MAINTENANCE DISTRICT 93-1	0.00	6,240.92	6,240.92
0344	MAINTENANCE GRANT (075)	0.00	2,790.00	2,790.00
0349	ELAC INSTRUCTIONAL SERV PROG	50.00	0.00	50.00
0880	CITY/HOUSING SPECIAL REVENUE	551.00	4,778.50	5,329.50
TOTAL		89,790.65	1,167,883.35	1,257,674.00



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – March 2016

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the monthly investment report; and
- (2) Take such additional, related, action that may be desirable.

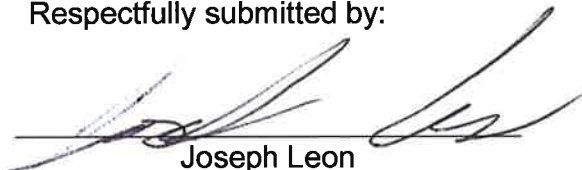
EXECUTIVE SUMMARY:

As of March 31, 2016 invested funds for the City of Monterey Park is \$80,534,317.75.

BACKGROUND:

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

Respectfully submitted by:


Joseph Leon
City Treasurer

Prepared by:


Annie Young, CPFO
Controller

Approved by:


Paul L. Talbot
City Manager


Chu Thai
Director of Management Services

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF MARCH 31, 2016**

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%		240,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/16	03/03/17	1.00%		200,000.00
CATHAY BANK	08/14/15	08/14/16	0.80%		100,000.00
CATHAY BANK	10/07/15	04/07/17	1.20%		150,000.00
EVERTRUST BANK	11/12/15	11/14/16	1.20%		100,000.00
EVERTRUST BANK	10/07/15	10/11/16	1.15%		150,000.00
FIRST CHOICE BANK	08/07/15	08/10/16	1.00%		240,000.00
FIRST GENERAL BANK	08/15/15	08/15/17	1.00%		240,000.00
PREFERRED BANK	06/06/15	06/06/16	0.95%		100,000.00
PREFERRED BANK	03/03/16	03/03/17	1.15%		140,000.00
TOMATO BANK, N.A.	03/04/16	03/04/17	1.10%		100,000.00
TOMATO BANK, N.A.	02/04/16	02/04/17	1.00%		140,000.00
ROYAL BUSINESS BANK	06/24/15	06/23/16	0.80%		250,000.00
GE CAPITAL RETAIL BANK	09/13/13	09/13/16	1.05%		240,000.00
CAPITAL ONE BK USA	01/22/15	01/23/17	0.70%		240,000.00
DISCOVER BANK	05/13/15	05/15/17	0.95%		240,000.00
AMERICAN EXPR CENT BANK	09/19/13	09/19/16	1.10%		240,000.00
BLUE HILLS BANK	05/30/14	05/30/17	0.95%		240,000.00
ALLY BK MIDVALE UTAH	09/17/15	09/18/17	1.25%		245,000.00
COMENITY CAP BK SALT LAKE CITY	09/21/15	09/21/18	1.70%		245,000.00
BMW BK NORTH AMERICA	09/23/15	09/18/17	1.20%		245,000.00
MERRICK BK SOUTH JORDAN UTAH	09/30/15	03/30/17	0.90%		245,000.00
KEY BANK, N.A.	09/30/15	10/02/17	1.15%		245,000.00
SALLIE MAE BANK	10/07/15	10/09/18	1.65%		245,000.00
GOLDMAN SACHS BANK	10/14/15	10/16/17	1.15%		245,000.00
CAPITAL ONE NATL BANK	10/21/15	10/23/17	1.15%		245,000.00
MEDALLION BANK	10/26/15	04/26/18	1.25%		245,000.00
WEBBANK	10/30/15	07/30/18	1.25%		245,000.00
WELLS FARGO BANK	11/12/15	11/13/18	1.40%		245,000.00
BMO HARRIS BANK	11/18/15	11/20/17	1.25%		245,000.00
BANKUNITED NATL ASSN.	11/25/15	05/24/17	0.90%		245,000.00
COMPASS BANK BIRMINGHAM	12/09/15	12/11/17	1.30%		245,000.00
TCF NATL BANK	12/23/15	12/23/16	0.70%		245,000.00
CADENCE BANK	02/10/16	02/18/18	1.25%		245,000.00
SANTANDER BANK	02/17/16	08/17/17	1.00%		245,000.00
INVESTOR BANK	02/25/16	05/25/17	0.85%		245,000.00
TOTAL CDs (36)		Average	1.099%	9.64%	<u>7,760,000.00</u>
LA COUNTY TREASURY POOL		ON DEMAND	0.920%	89.97%	<u>72,458,007.07</u>
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.470%	0.39%	<u>316,310.68</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 80,534,317.75</u>
BANK BALANCE: ⁽¹⁾					<u>\$ 4,924,686.99</u>
AVERAGE MATURITY DAYS					46
AVERAGE INTEREST RATE FOR THE MONTH					0.936%
THE CITY'S INVESTMENT HAS SUFFICIENT LIQUIDITY TO MEET THE CITY'S EXPENDITURE REQUIREMENTS FOR THE NEXT 180 DAYS. THE 180-DAY LIQUIDITY DISCLOSURE IS REQUIRED PER GOVERNMENT CODE 53646.					
INTEREST EARNINGS FOR 2ND QUARTER 2015-2016 (CUMULATIVE)			<u>\$ 188,145.00</u>		
THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.					
CERBT STRATEGY 1 3-YEAR PERFORMANCE RETURN:			3.21%		

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



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council

FROM: Vincent D. Chang, City Clerk

SUBJECT: City Council Minutes

RECOMMENDATION:

It is recommended that the City Council

- (1) Approve the minutes from the special Centennial meeting on March 9, 2016 and the regular and special meeting of March 16, 2016 ; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

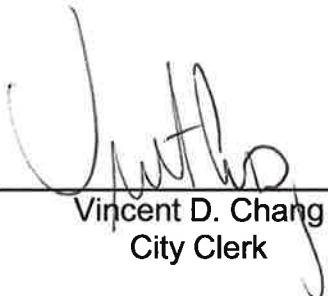
None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:



Vincent D. Chang
City Clerk



Helena Cho
Secretary

Approved By:



Paul L. Talbot
City Manager

Attachments: March 9, 2016 special Centennial meeting minutes
March 16, 2016 special meeting minutes
March 16, 2016 regular meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
CENTENNIAL COMMITTEE
SPECIAL JOINT MEETING
MARCH 9, 2016**

The City Council and Centennial Committee of the City of Monterey Park held a Special Joint Meeting at Garvey Ranch Park, located at 781 South Orange Avenue in the City of Monterey Park, Wednesday, March 9, 2015 at 6:00 p.m.

CALL TO ORDER:

Mayor Peter Chan called the meeting to order at 6:07 p.m.

FLAG SALUTE:

Mayor Peter Chan led the flag salute.

ROLL CALL:

Recreation and Community Services Director Dan Costley called the roll:

Council Members Present: Teresa Real Sebastian, Mitchell Ing, Peter Chan, Stephen Lam, and Hans Liang

Council Members Absent: None

Centennial Committee Members: A majority of the committee members were present (William Wheeler, Theresa Amador, Jim Iwaki, Troy Grant, Pauline Lemire, Jeff Schwartz, Evelyn Moreno, Vincent Chang, Joseph Leon, Paul Talbot, David Lau, Cici Lau, Alicia Martinez).

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

None.

UNFINISHED BUSINESS:

1-A. Centennial Marketing - Dave De Pinto of De Pinto Morales - Assistance they can provide

Discussion - David De Pinto, introduced himself and talked about his background. He'll assist with publicity, contact media both electronic and print, assist with fundraising efforts and other duties.

2-B Fundraising Update

- Follow up on potential sponsors
- Banner Program - Vertical Banners and Cross Street Banners
- Review Revenue and Expenditures

Discussion: Council members stated that they will provide additional sponsorship information at the next meeting.

- 2-C. Program Committee Reports - Event Update, Committee to vote on budgets for all proposed activities** Event Chairs - Please submit the latest budgets to Dan Costley by March 9th at noon; otherwise we will use the budget previously submitted.

Discussion:

Rose Parade - Vendor?:

The Committee has not decided or voted on who will be picked to build the float. Sponsor checks will not come from Sing Poli, but from investors. The Committee is fine with going over budget.

(Discussion, No Action)

5K Run - Course? Plan logistics meeting with Police Public Works, Fire:

A sponsor has not be established for his event. The Committee will reach out to hospitals / employees for group attendance at the race.

(Discussion, No Action)

Essay Contest - Publicity plan:

Efforts are being made to reach out to all the schools in the city.

(Discussion, No Action)

Summer Concert Series - need articles, pictures and ads:

The event will take place on the 3rd Saturday of each month. The Committee is meeting and is on track with all aspects of the event.

(Discussion, No Action)

Coming Home with the Lions Club Breakfast - Publicity plan:

Ticket price will be around \$7 each.

(Discussion, No Action)

Prosperity Dinner:

Looking for caters to provide a sit down dinner. Have decorations and entertainment (might cost). Location is Langley Center, on Saturday, October 22nd. Tickets are \$25 per person.

(Discussion, No Action)

Centennial Monument:

Due to shipping issues of the stone needed for the monument, this is being delayed. It may take a month to ship. As a result, this may delay the day of the revealing.

(Discussion, No Action)

Centennial Coin - Cost & how many:

A rendering of the coin has been established. The coin will run \$4.00 a unit.

Motion: Moved by Councilmember Real Sebastian to authorize an expense of \$1,000 from the committee funds to make the initial run of coins. Motion seconded by Council Member Liang. Motion carried by a vote of 5-0.

Play Days - Add new elements to the parade?:

Information and applications are available on the city's website for those individuals/organization wanting to participate in the event. Spoke about the History In Motion contest for Parade Day? Elected officials to be in the parade.

(Discussion, No Action)

Bike Event - Need article, pictures, and ad:

April 16th- 1st Route is a family ride, roughly 6 – 7 miles, on a flat surface. The route will go through downtown areas of the city. The 2nd Route will be a more challenging route. Sponsors include the Metropolitan Water District, who will donate water bottles and Council Member Liang will donate a bike for raffle. The budget is \$1,500.

(Discussion, No Action)

Time Capsule - finalized content list:

Pictures will be taken of the committee during the next schedule meeting, for the time capsule. This event might be delayed until late July.

(Discussion, No Action)

Flag Project - Display:

The Flag will be hung under the California flag, in front of City Hall. The quality, cost and flag size information is needed. There will be Banners for the schools.

(Discussion, No Action)

Short Film Contest - Contest rules:

Randy Ishino has already been contacted. Sponsors are needed to help fund this event. Kurt To, will sponsor? The use of video submission for centennial event is acceptable. Kick starter ideas for sponsorship / website.

(Discussion, No Action)

Fallen Police Officer Project:

Troy Grant for the Monterey Park Police Department is working on restoring the memorial at Elder Park. He would like to get a statue in front of City Hall for fallen officers in the city.

(Discussion, No Action)

NEW BUSINESS:

3-A. Special Promotional Events/Programs/Giveaways

Discussion: Staff discussed special centennial tassel. Additional ideas will be discussed at the next meeting.

(Discussion, No Action)

3-B. Approval of Minutes: February 10, 2016

Discussion: No minutes were available at this meeting.

There being no further business for consideration, the City Council and the Centennial Committee meeting was adjourned at 7:28 p.m.

The next special joint meeting of the City Council and Centennial Committee is April 13, 2016 at Garvey Ranch Park.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 16, 2016**

The City Council of the City of Monterey Park held a Special Meeting of the Council in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, March 16, 2016 at 6:00 p.m.

CALL TO ORDER:

Mayor Chan called the meeting to order at 6:05 p.m.

ROLL CALL:

City Clerk Secretary Helena Cho called the roll:

Council Members Present: Hans Liang, Stephen Lam, Teresa Real Sebastian, Mitchell Ing, Peter Chan

Council Members Absent: None

Also Present: City Manager Paul Talbot, City Attorney Mark Hensley, Assistant City Manager Bow, Director of Community and Economic Development Michael Huntley, Economic Development Specialist Donna Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

1. NON-PROFIT FACILITY RESERVATIONS FEES

It is recommended that the City Council consider:

- (1) Providing direction as to fees charged to the American Legion/Veteran's Basketball group reservation on Thursday evenings at George Elder Gym. If the Council wishes to amend the City's fee schedule, the matter will be scheduled for a public hearing during a subsequent City Council meeting; and
- (2) Take such additional, related, action that may be desirable.

Action Taken: This item was continued to the 7:00 p.m. regular City Council meeting.

MISSION STATEMENT

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

CLOSED SESSION- The City Council adjourned to Closed Session at 6:06 p.m.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - GOVERNMENT CODE § 54956.8: 1 item

Property: APN 5257-005-904-905
540 West Garvey Avenue Monterey Park CA 91754
City Negotiators: Paul Talbot, City Manager; Mark Hensley, City Attorney
Negotiating Parties: Selina Luong and Hau Xuan Luong ("Buyers")
Under Negotiation: Price and terms of payment

2. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION -GOVERNMENT CODE SECTION 54956.9 (d) - 2 cases

People ex rel. Mark D. Hensley, City Attorney v. Center International Investments, Inc., LASC Case No. BC605788 (December 31, 2015).

Diaz v. City of Monterey Park, USDC (Central) Case No. 2:15-CV-01262-DMG-JPR (April 24, 2015)

3. CONFERENCE LEGAL COUNSEL, SIGNIFICANT EXPOSURE TO LITIGATION -GOVERNMENT CODE SECTION 54956.9 (d) - 1 case

Tchang v. Garfield and Lincoln Property, LLC, USDC (Central) Case No. 2:16-cv-330 TJH (RAOx) (January 22, 2016)

Action Taken: Council Member Lam declared a potential conflict of interest; recused himself and left the meeting room as his business is within 500 feet of the litigation site.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present, with the exception of Council Member Lam and the meeting was adjourned at 6:40 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
REGULAR MEETING
MARCH 16, 2016**

The City Council of the City of Monterey Park held a Regular Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, Wednesday, March 16, 2016 at 7:00 p.m.

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

CALL TO ORDER:

Mayor Chan called the meeting to order at 7:04 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Secretary Helena Cho called the roll:

Council Members Present: Hans Liang, Stephen Lam, Teresa Real Sebastian, Peter Chan, Mitchell Ing

Council Members Absent: None.

ALSO PRESENT: City Manager Paul Talbot, City Attorney Mark Hensley, City Treasurer Joseph Leon, Public Works Director/Assistant City Manager Ron Bow, Fire Chief Scott Haberle, Police Chief Jim Smith, Recreation and Community Services Director Dan Costley, Community and Economic Development Director Michael Huntley, Controller Annie Yaung, Assistant City Engineer Rey Alfonso, Senior Planner Samantha Tewasart, Parks Superintendent Chris Reyes, Economic Development Specialist Donna Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

New business item No. (1) Non-profit facility reservations fees from the 6:00 p.m. special council meeting was continued to the 7:00 p.m. regular council meeting.

ORAL AND WRITTEN COMMUNICATIONS

- Nancy Arcuri, a Monterey Park resident, spoke about the lack of parking spaces for large single family homes and the need of language clarification on business signs around the city.

MISSION STATEMENT

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

- Richard Gorman informed the public of the Monterey Park Centennial Event on Saturday, March 19, 2016 from 12 p.m. – 3 p.m. The event will consist of food, music, and raffles.
- David Barron informed the public that one of the sponsors for the Centennial Event is Kelly's Bakery. In addition, he stated that the Chamber of Commerce is now offering tours of their El Encanto facility.

1. PRESENTATION

None

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

NEW BUSINESS

2A. WARRANT REGISTER FOR SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF MARCH 16, 2016

See Successor Agency Minutes

2B. SUCCESSOR AGENCY MONTHLY INVESTMENT REPORT – FEBRUARY 2016

See Successor Agency Minutes

2C. SUCCESSOR AGENCY (SA) MINUTES

See Successor Agency Minutes

2D. A REQUEST THAT THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY ("SUCCESSOR AGENCY") ENTER INTO A PURCHASE AND SALE AGREEMENT ("PSA") BY AND BETWEEN SELINA LUONG AND HAU XUAN LUONG ("BUYERS") FOR THE PURCHASE OF REAL PROPERTY ADDRESSED AT 540 WEST GARVEY AVENUE ("SITE"); APN 5257-005-904-905

See Successor Agency Minutes

This is the end of Successor Agency (SA) items.

3. CITY OF MONTEREY PARK CONSENT CALENDAR

None.

4. PUBLIC HEARING

4A. APPEAL OF PLANNING COMMISSION RESOLUTION NO. 03-16, ADOPTED ON FEBRUARY 9, 2016, APPROVING CONDITIONAL USE PERMIT (CU-15-08) ALLOWING FOR A WIRELESS TELECOMMUNICATION FACILITY – 901 CORPORATE CENTER DRIVE

On February 9, 2016, the Planning Commission adopted Resolution No. 03-16 approving Conditional Use Permit (CU-15-08) for a wireless telecommunication facility at 901 Corporate Center Drive. The decision was appealed to the City Council by three separate appeals filed on February 16th and 19th pursuant to MPMC § 21.32.130(B).

Applicant:

- Jim Heard from the law firm of Mackenzie & Albritton LLP, represented Verizon Wireless. He expressed that there was a fundamental due process objection to the hearing moving forward as some appellants are also the decision makers. He stated that the project provides a needed public service and meet all the requirements of the Monterey Park municipal code and that there are no detrimental impacts to the community. He emphasis that denial of the application violates federal law.
- Bill Hammett a registered professional engineer of Hammett & Edison, spoke about the exposure levels of noise and radio frequencies. He stated that the project complies with all federal standards.

Public Speaker:

- Shirley Hwong expressed her discomfort with the threat of a lawsuit from Verizon. She represents the individuals who live near the tower who have concerns of the radiofrequency exposure.

Discussion: City Attorney Hensley stated for the record the letters were received from Mackenzie & Albritton, LLP on 3/3/2016 and 3/14/2016.

Action Taken: The City Council (1) opened the public hearing to consider the appeal brought to the City Council pursuant to Monterey Park Municipal Code ("MPMC") § 21.32.130(B) at 7:29 p.m.; (2) took testimonial and documentary evidence; (3) closed the public hearing at 7:40 p.m.; and (4) considered the evidence, and determined to uphold under protest, the Planning commission resolution No. 03-16. No motion taken.

4B. APPEAL OF PLANNING COMMISSION RESOLUTION NO. 04-16, ADOPTED ON FEBRUARY 9, 2016, APPROVING CONDITIONAL USE PERMIT (CU-15-09) ALLOWING FOR A WIRELESS TELECOMMUNICATION FACILITY – 417 NORTH GARFIELD AVENUE.

On February 9, 2016, the Planning Commission adopted Resolution No. 04-16 approving Conditional Use Permit (CU-15-09) for a wireless telecommunication facility at 417 North Garfield Avenue. That decision was appealed to the City

Council by three separate appeals filed on February 16th and 19th pursuant to MPMC § 21.32.130(B).

Applicant:

- Jerry Ambrose represented the applicant AT&T. He stated that AT&T has presented a strong case indicating the significant gap in services as well as provided the least intrusive design plans for the project.
- Barbara Winn, Director of External Affairs for AT&T California, spoke about the declining use of landlines and the importance of wireless cell towers.

Public Speaker:

- Thomas Leung voiced concerns about the cell tower and the potential health risks that accompany them.
- Lorinda Liang, a doctor in the city of Monterey Park, voiced her concerns regarding the electromagnetic waves that the cell tower emits and how the electromagnetic waves may affect the nerves.
- Andy Islas echoed his concerns of the cell tower and how he feels residential owners are not being considered strongly enough.

Discussion: City Attorney Hensley stated for the record a letter received from AT&T on 3/16/2016.

Action Taken: The City Council (1) opened a public hearing to consider the appeal brought to the City Council pursuant to Monterey Park Municipal Code ("MPMC") § 21.32.130(B) at 8:14 p.m.; (2) took testimonial and documentary evidence; (3) closed the public hearing at 8:30 p.m.; (4) considered the evidence and determined to overturn the Planning Commission Resolution No. 04-16; as amended to directed the City Attorney to draft a resolution overturning Resolution No. 04-16 and present it at the next regular city council meeting; and directed staff to send a letter to state and federal officials regarding Federal Communications Commission ("FCC") regulations as it pertains to wireless carriers.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Ing, motion carried by the following vote:

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

RECESSED AND RECONVENED

The City Council recessed at 8:53 p.m. and reconvened with all council members present at 9:04 p.m.

5. OLD BUSINESS

5A. SECOND READING AND ADOPTION: AN ORDINANCE AMENDING THE APPEALS ORDINANCE OF THE MONTEREY PARK MUNICIPAL CODE

The first reading and public hearing occurred on March 16, 2016. At the City Council meeting, minor edits to draft ordinance were requested by the Council. Those edits have been made to the draft ordinance and it is now ready for second reading and adoption by the City Council.

During the City's ongoing review of the MPMC (most recently for zoning and code enforcement updates), the City Attorney's office noted that the MPMC contains a number of different procedures for appealing various decisions made by staff and commissions. These different regulations are not uniform and they include multiple time limits within which appeals must be filed. The draft ordinance would implement uniform time periods and procedures for appealing most decisions under the MPMC.

Action Taken: The City Council waived second reading and adopted Ordinance No. 2132.

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

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

Ordinance No. 2132, entitled:

AN ORDINANCE ADDING A NEW CHAPTER 1.10 TO THE MONTEREY PARK MUNICIPAL CODE REGARDING APPEALS AND REPEALING MULTIPLE SECTIONS SEPARATELY REGULATING APPEALS.

5B. STAFF IS REQUESTING ADDITIONAL DIRECTION FROM THE CITY COUNCIL REGARDING THE LIONS CLUB LEASE OF A PORTION OF THE SERVICE CLUB

At the November 18, 2015 meeting Council approved a lease option of \$1.00 for the time period of January 1, 2016 – December 31, 2016, with a balloon payment of \$1,919 due and payable on January 1, 2017. Additionally Council agreed to delay payment of the 2015 past due balance of \$1,920 to also be due and payable on January 1, 2017. Council also requested that the Lions Club and White Cane Days Inc. provide a copy of their Business plan, 3 years of most current tax returns and a year-to-date profit and loss statement. As of March 10, 2016 they have only provided the city with tax forms.

The Monterey Park Lions club and White Cane Days Inc. had previously asked for

lease payments to be waived for the duration of the lease because of their current poor financial standing (their previous lease agreement was for them to pay \$160 per month), they also requested that their past due amount to be waived. At a subsequent meeting the City Council requested this item be returned to a future City Council meeting for additional deliberation.

Public Speaker:

- Larry Odone, representative of the Monterey Park Lions Club, spoke briefly about the history of the organization and services provided to the community. He stated that due to recent City Council actions, the club has decide to vacate the premises located at Barnes Park and requested that the City Council grant them a 60-90 day period to remove their equipment
- Nancy Arcuri spoke about the club's contributions to the community and pleaded with the City Council to work with the Lions Club to adjust the lease payment to \$1.00 a year, extend the current lease, and to either waive or delay the 2015 delinquency.
- Song Park reiterated the sentiment of speaker Larry Odone.
- John Wong expressed his frustration with the City charging a rental fee for the use of the Service Club House, a building the club help build.

Action Taken: Council Member Real Sebastian recused herself and left the Council Chambers, but returned prior to public comments. Council Member Lam recused himself and left the dias prior to public comments. No council discussion took place. The City Council directed the City Attorney to send another letter to Fair Political Practices Commission (FPPC) and bring this item back once the City Attorney gets a response as to Council Member Lam's participation.

6. NEW BUSINESS

AGENDA ADDITION FROM THE 6:00 P.M. SPECIAL MEETING AGENDA OF MARCH 16, 2016

1. NON-PROFIT FACILITY RESERVATIONS FEES

Public Speakers:

- Betty Chu, former City Council member, requested that the City Council abide by the California Military and Veterans code section 1266 and permit the American Legion/Veterans Basketball group to use the George Elder Gym on Thursdays events from 7:00 p.m. to 10:00 p.m. for no more than \$100.00 per

year or at no cost. Speaker Emily Crane conceded her time to Betty Chu and did not speak on this item.

- Kristine Hesse, retired Air Force Sergeant , Director of the Women's Veterans Outreach Program for the National Veterans Foundation and Chair of the Veterans Advisory Commission for the County of Los Angeles. She encouraged the City Council to continue to support the Veterans Basketball League under the same terms and conditions that were previously held.
- Tony Lam was not present when called to speak.
- Jose Sanchez declined to speak on the matter.
- Joshua Paul, a veteran, provided his interpretation of California law as it pertains to veteran's rights.
- Tony Wong, resident and Commander of Post 628 of the American Legion, echoed the same sentiments as previous speaker Joshua Paul
- Wayne Yee spoke about how veterans sacrifice their careers and advancement opportunities to help serve their country. He pleaded for the Council to assist the veterans by providing them with an affordable lease.
- John Wong expressed his concerns as to why this issue was not treated with the respect it demands, while echoing the concerns of the individuals before him. He provided and read a written communication as the President of the Chinese American Citizens Alliance, Greater San Gabriel Lodge. Speakers Jeffery Chao and Alexander Hu conceded their time to John Wong and did not speak on this item.
- Gabriel Suarez, Commander of the American Legion in Monterey Park, spoke about the suicide statistics of veterans and urged the City Council to provide an affordable lease option that will provide veterans a safe place to congregate with other veterans.
- Joe Leal acknowledged that veterans need a purpose and brotherhood once they leave service. The basketball group provides them with camaraderie and a safe place to readjust to society.

Action Taken: The City Council provided direction as to fees charged to the American Legion/Veterans basketball group reservation on Thursday evenings at George Elder Gym. The City Council waived the fee for the American Legion/Veteran's Basketball Group for use of the facility on Thursday nights from 7:30 p.m. – 10:00 p.m. and directed staff to draft a resolution to reflect council's decision. The City Council did not amend the city's fee schedule.

Motion: Moved by Council Member Liang, and seconded by council Mayor Pro Tem Ing, motion carried by the following vote:

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

EXTENSION OF COUNCIL MEETING

Action Taken: The City Council made a motion to extend the City Council Meeting to 12:00 a.m.

Motion: Moved by Mayor Pro Tem Ing and seconded by Council Member Real Sebastian, motion carried by consensus.

6A. WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 16, 2016

It is required that the City Council approve all disbursements. Disbursements will be made from the funds referenced in the attached Resolution in Warrants numbered 308294-308522 and e-Payables numbered 000220-000232.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11824 allowing certain claims and demands per Warrant Register dated March 16, 2016 totaling \$1,038,706.63 and specifying the funds out of which the same are to be paid.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Ing, motion carried by the following vote:

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

Resolution No. 11824, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 16TH DAY OF MARCH TOTALING \$1,038,706.63 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. MONTHLY INVESTMENT REPORT – FEBRUARY 2016

As of February 29, 2016 invested funds for the City of Monterey Park is \$81,485,132.92.

Action Taken: The City Council approved Item Nos. 6B-6C. The City Council received and filed the monthly investment report.

Motion: Moved by Council Member Real Sebastian and seconded by Mayor Pro Tem Ing, motion carried by the following vote:

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

6C. CITY COUNCIL MINUTES

Approve the minutes from the regular and special meeting of February 17, 2016 and the special Town Hall meeting of February 23, 2016.

Action Taken: The City Council approved the minutes from the regular and special meeting of February 17, 2016 and the special Town Hall meeting of February 23, 2016. Motion taken with Item No. 6B.

6D. LANGLEY CENTER – WESTSIDE RESTROOM REFURBISHMENT PROJECT

The Engineering Division, along with Recreation & Community Services staff, prepared bid specifications for the Langley Center Westside Restroom Refurbishment Project (near the Ping Pong room) and are requesting the City Council's authorization to advertise the project for bids.

Action Taken: The City Council adopted Resolution No. 11825 authorizing the advertisement of the Langley Center Westside Restroom Refurbishment Project.

Motion: Moved by Council Member Real Sebastian and seconded by Council Member Ing, motion carried by the following vote:

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

Resolution No. 11825, entitled:

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE LANGLEY CENTER WEST SIDE RESTROOM PROJECT PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

6E. CITYWIDE TREE TRIMMING AND MAINTENANCE SERVICES – AWARD OF CONTRACT

On October 21, 2016 Council directed Staff to circulate request for proposals for Citywide Tree Trimming and Maintenance Services for its municipal tree inventory. The RFP was generated and mailed to 12 area tree trimming contractors, as well as 6 General Contractor bid boards for electronic posting. One proposal was submitted and received. That proposal was submitted by our current contractor West Coast Arborists, Inc.

Per the terms of the agreement, WCA will perform a complete City street and park tree inventory, which will provide both a digital and printed catalog of all City trees by location, species, size, work history etc. WCA will also provide the City its ownership of this inventory data through the software program "Arbor Access". Through this program Arbor Access, the City will be able to utilize GPS coordinates on WCA vehicles, technicians, equipment, along with each targeted tree location on a daily basis.

Action Taken: The City Council (1) awarded the contract for City Tree Trimming services to the lowest bidder, West coast Arborists, Inc. of Anaheim, in the amount of \$265,000 for a three-year agreement with a two year renewal option in 2019, followed by a one-year renewal option in 2021; and (2) authorized the City Manager, or designee, to execute an agreement with West Coast Arborists, Inc., in a form approved by the City Attorney.

Motion: Moved by Council Member Real Sebastian and seconded by Council Member Lam, motion carried by the following vote:

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

6F. PROFESSIONAL SERVICE AGREEMENTS FOR ON-CALL GENERAL ENGINEERING SERVICES

Staff solicited proposals from local engineering firms to provide civil, structural, geotechnical, traffic engineering, land surveying, building and landscape architecture services to assist staff in delivering the City's Capital Improvement Program (CIP) projects on an as-needed basis. Seven (7) firms submitted proposals. Staff reviewed and ranked the proposals and recommends entering into 3-year professional service agreements with KOA Corporation, Transtech Engineers, SA Associates and RKA Consulting Group.

Action Taken: The City Council authorized the City Manager, or his designee, to enter into a 3-year professional service agreements with KOA Corporation, Transtech Engineers, SA Associates, and RKA consulting Group to provide On-Call engineering Services, in a form approved by the City Attorney.

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

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

6G. 2016 ADA CURB RAMPS – AWARD OF CONTRACT

On August 5, 2015, the City Council approved solicitation of bides for the 2016 ADA Curb Ramps. Bid opening occurred on February 25, 2016. Following the bid opening, FS Contractors, Inc. was determined to be the apparent lowest responsible bidder with an amount of \$269,450.00. The Engineer's estimate for this project is \$300,000.

Action Taken: The City Council (1) awarded the contract for the 2016 ADA Curb Ramps to the lowest bidder, FS Contractors, Inc., of Sylmar, in the amount of \$269,450.00; (2) authorized the Public Works Director to approve construction change orders up to \$26,950.00 (up to 10% of construction contract amount) for this project; and (3) authorizing the City Manager, or his designee, to execute the contract on behalf of the city.

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

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

6H. PURCHASE OF A 2016 DOOSAN TOWABLE AIR COMPRESSOR

The Water Division's current unit air compressor is a 1997 Ingersol P185 air compressor with 1,579 run hours and an excessive oil consumption issue. To repair this air compressor requires a complete engine replacement. Due to its age, use and condition it is not cost effective to repair and upgrade emission components. Staff requested bids to replace this piece of equipment and received one bid in return. Staff recommends the City Council authorize the purchase of a Doosan towable air compressor at a cost of \$26,815.09.

Action Taken: The City Council authorized the City Manager, or designee to purchase a 2016 Doosan towable air compressor per bid #16-1 at a cost of \$26,815.09.

Motion: Moved by Council Member Real Sebastian, and seconded by Council Member Lam, motion carried by the following vote:

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

6I. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH, A NATIONAL CELEBRATION THAT HIGHLIGHTS THE CONTRIBUTIONS OF WOMEN TO EVENTS IN HISTORY AND CONTEMPORARY SOCIETY

Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States to obtain equal rights for themselves and others

Action Taken: The City Council adopted Resolution No. 11826 declaring the month of March as Women's History Month.

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

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

Resolution No. 11826, entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DECLARING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH, A NATIONAL CELEBRATION THAT HIGHLIGHTS THE CONTRIBUTIONS OF WOMEN TO EVENTS IN HISTORY AND CONTEMPORARY SOCIETY

7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY MATTERS

Council Member Liang wanted to thank Wally Tsui for representing him on the Design Review Board and appointed Elizabeth Yang as his replacement.

Council Member Lam went to several community banquet dinners. He reported that he got together with many individuals who were interested in assisting with the centennial event.

Council Member Real Sebastian informed the public that all members of council attended the Centennial meeting. She reported that she was a speaker on behalf of the city at the Schurr High School's California Scholarship Federation 10th academic development day and attended Read Across America at the Winter Gardens Elementary School. She spoke at Macy's Intermediate career day and attended the Southern California Association of Governments transportation meeting. She will be attending the Monterey Park Women's Club luncheon/fashion show of which her husband and Council Member Liang will be models. She ended her report by wishing everyone a happy Saint Patrick's Day.

Mayor Pro Tem Ing announced that the Alhambra Education foundation Dinner will be held at the San Gabriel Hilton Hotel on Saturday at 6:00 p.m. where there is a silent auction and all proceeds go to the Alhambra Education Foundation.

Mayor Chan announced that he had a mock council meeting last Saturday with students from Mark Keppel High School who debated whether or not there should

be a bike lane on Riggins Street. There will be an upcoming survey regarding trash and recycling services in the city. The survey will end on 4/16, and because the contract is coming up shortly, we want to hear what the citizens of this city have to say. This Friday, Assembly Member Ed Chow will host a Women's Award and honor professor Guy Yien at the Service Club House at 5:30 pm. On Saturday, March 19th the American Legion Pancake Breakfast; Mark Keppel Swim Team to host a fundraiser at Dog Haus in Alhambra; and the Mayor will be hosting an afternoon tea at Barnes Park from 3:30 pm to 5:00 pm.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 11:43 p.m.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council

FROM: Annie Yaung, CPFO, Controller

SUBJECT: The City is required to renew the assessment district for Fiscal Year 2016-17 and schedule a public hearing pursuant to Streets and Highways Code §§ 22500, *et seq.*

RECOMMENDATION It is recommended that the City Council consider:

- (1) Adopting a resolution declaring the City Council's intent to levy and collect assessments for Fiscal Year 2016-17 in Citywide Maintenance District No. 93-1 pursuant to Streets and Highways Code §§ 22500, *et seq.* and setting a time and place for a public hearing.
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In 1993 the City formed a citywide benefit assessment district to finance the operation and maintenance of public street lighting and landscaping. The district was renewed each of the past 23 years and must be renewed for 2016-17 in order for the City to continue the collection of assessments. To begin the district renewal, staff recommends a public hearing be held on June 1, 2016. Scheduling the public hearing is a required process and it does not automatically renew the district. The district renewal will follow the City Council's action at the conclusion of the June 1st public hearing.

BACKGROUND:

In 1993, the State implemented Education Revenue Augmentation (ERAF) transfer that shifts property tax revenues from local governments to schools. The City's loss from ERAF was \$1.2 million. In 1993, after considering various options to balance the budget, the City formed a benefit assessment district. The assessment revenues are used to pay for the costs for maintaining street lighting and public landscaping. The funds freed up by the assessment revenues are used to maintain essential City services such as police, fire, public works, recreation, and library.

The City is required to renew the assessment district annually. The City has renewed the district for the past 23 years. To start the renewal process, the following resolution

and the preliminary engineer's report have been prepared for the City Council's consideration.

Resolution of Intention

The resolution describes an Engineer's Report, which was prepared pursuant to Streets and Highways Code § 22566, the assessment district and its boundaries, specifies date, time, and place of the public hearing. The proposed assessment per single family home for 2016-17 is \$40.97. There is no increase from 2015-16. As shown in the attached resolution, we recommend the hearing be scheduled for June 1, 2016 at 7:00 p.m. in the City Council Chamber. As required by law, a notice for the public hearing will be published. The renewal will be completed following the City Council's action at the June 1st hearing.

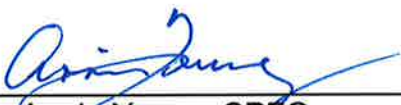
Fiscal Impact

The proposed assessment rates for 2016-17 are the same as for 2015-16. The projected assessment revenue is approximately \$977,206. If the City does not renew the assessment district, it must reduce expenditures by \$977,206 to balance the budget.

CEQA

The proposed action is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, *et seq.*; "CEQA") and CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000, *et seq.*) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. The proposed action, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

Respectfully submitted and prepared by:



Annie Young, CPFO
Controller

Approved By:



Paul L. Talbot
City Manager

Reviewed By:



Chu Thai
Director of Management Services

Reviewed By:



Karl H. Berger
Assistant City Attorney

Attachment(s):

1. Resolution
2. Preliminary Engineer's Report

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

**RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO
LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2016-17 IN
CITYWIDE MAINTENANCE DISTRICT NO. 93-1 PURSUANT TO
STREETS AND HIGHWAYS CODE § 22587 AND SETTING A TIME AND
PLACE FOR A PUBLIC HEARING.**

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

SECTION 1: The City Council finds as follows:

- A. The City Council seeks to levy assessments for Fiscal Year 2016-17 pursuant to Streets and Highways Code §§ 22500, *et seq.* for Citywide Maintenance District No. 93-1 ("District"); and
- B. The District is exempt from the procedures and approval process of California Constitution art. XIID, § 4 pursuant to California Constitution, art. XIID, § 5(a).

SECTION 2: An Engineer's Report ("Report") was prepared pursuant to Streets and Highways Code § 22566 for Fiscal Year 2016-2017. While the Report is too voluminous to be reprinted with this Resolution, it is available for public inspection with the City Clerk and incorporated by this reference as if fully set forth.

SECTION 3: After reviewing the Report, the City Council finds as follows:

- A. The Report sufficient meets the requirements set forth in Streets and Highways Code §§ 22565, *et seq.*
- B. The Engineer's estimate of the itemized costs and expenses of said work, as contained in the Report is preliminarily approved and confirmed.
- C. The diagram, showing the boundaries of the land within the District referred to and described in the Report is preliminarily approved and confirmed.
- D. The proposed assessment upon the land in the District is in proportion to the estimated special benefit to be received by said land, as contained in the Report, is hereby preliminarily approved and confirmed.
- E. The Report may be used for the purposes of all subsequent proceedings pursuant to the proposed benefit assessment.

SECTION 4: The City Council directs the City Clerk to give notice that the City Council intends to undertake proceedings for levying and collecting of special assessments for Fiscal Year 2016-17 on real property within the District for the continual maintenance of certain improvements as shown and delineated on a map previously approved by City Council and on file with the City Clerk which is available for public inspection and incorporated into this Resolution as if fully set forth ("Map") pursuant to Streets and Highways Code § 22508. Any proposed changes to the map, maintenance, and assessments are set forth in the Report.

SECTION 5: On June 1, 2016, the City Council will consider ordering the annual assessment recommended by the Report. The annual assessment proposed for each Equivalent Dwelling Unit (EDU) in the Report is \$40.97 for Fiscal Year 2016-17, no increase from Fiscal Year 2015-16.

SECTION 6: If approved, the assessment levied and collected is for maintaining certain landscaping and street lighting improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 7: If approved, the County Auditor/Controller must enter on the County Assessment Roll the amount of the assessments and collect such assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, must be paid to the City Treasurer for purposes of paying the costs and expenses of the District.

SECTION 8: All monies collected for such assessments must be deposited in a special fund known as "Special Fund City of Monterey Park Citywide Maintenance District No. 93-1." Payment may be made out of said fund only for the purpose provided for in this Resolution and as set forth in an appropriate resolution on or about June 1, 2016.

SECTION 9: Any public property included within boundaries of the District is exempt from assessment.

SECTION 10: The public hearing to consider levying the assessments identified in this Resolution will take place on June 1, 2016, or as soon thereafter as is practicable, at a regular meeting of the City Council at the Council Chamber, 320 West Newmark Avenue, Monterey Park.

SECTION 11: The City Clerk is hereby authorized and directed to publish this Resolution pursuant to Government Code § 6061 and Streets and Highways Code § 22554.

SECTION 12: A majority protest from the property owners may cause any proposed increase of assessment for the 2016-17 Fiscal Year to be abandoned. Written protest must be submitted to the City Clerk's office at City Hall, 320 West Newmark Avenue, Monterey Park, CA 91754, before the close of the public hearing on

June 1, 2016. Each written protest must state the grounds of objection and contain a description of property owned.

SECTION 13: For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical-nature, your attention is directed to the below listed person so designated:

Annie Yaung, CPFO
Controller
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754
(626) 307-1349

SECTION 14: This Resolution takes effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 20th of April 2016.

Peter Chan, Mayor
City of Monterey Park

ATTEST:

Vincent D. Chang, City Clerk
City of Monterey Park

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

By: _____
Karl H. Berger
Assistant City Attorney

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

I, VINCENT D. CHANG, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Monterey Park at a Regular Meeting held on the 20th of April 2016, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dated this 20th day of April 2016

Vincent D. Chang, City Clerk
City of Monterey Park

ATTACHMENT 1

Preliminary Engineer's Report

**PRELIMINARY
ENGINEER'S REPORT
CITY OF MONTEREY PARK**

**CITYWIDE MAINTENANCE DISTRICT NO. 93-1
FOR THE 2016-2017 FISCAL YEAR**

**ENGINEER'S REPORT
CITY OF MONTEREY PARK
CITYWIDE MAINTENANCE DISTRICT NO. 93-1
FOR THE 2016-17 FISCAL YEAR**

PURPOSE

The purpose of this report is to establish the annual levy of assessments for the City of Monterey Park Citywide Maintenance District 93-1 (District) for the 2016-17 Fiscal Year.

INTRODUCTION

The District was formed in 1993 under the Landscaping and Lighting Act of 1972 (the "Act"). The District provides the City with a source of funds for the operation and maintenance of street trees, median landscaping, and streetlights on arterial streets within the City. Assessments are levied upon each parcel for the necessary costs of operating, servicing, and maintenance of the respective facilities, which provides safety protection and enhances the value of each and every parcel in the City.

Street tree and median landscaping maintenance are important services in any urban environment. Trees and landscaping, when well maintained, provide beautification, shade, traffic safety, and enhancement of the desirability of the surroundings, along with a direct, positive effect on property values.

Adequate street lighting is considered imperative for their contribution to public convenience and community safety. Protection of property, increased public safety, reduction of traffic accidents, savings in accident costs and lost working hours, are specific benefits that benefit properties within the City of Monterey Park. The lighting benefit is directly related to public safety and property protection.

Property values in a community are increased when public infrastructure such as street trees, median landscaping, and street lighting are in place, improved, operable, safe, clean and maintained. Facilities that are unsafe or destroyed by the elements or vandalism decrease quality of life.

The operation, servicing, and maintenance of the facilities within the District are consistent with the Act, and will be administered pursuant to the City of Monterey Park ordinances and regulations.

The properties that benefit from operation and maintenance of the street trees, median landscaping, and lighting will fund these activities in proportion to the specific benefits that each property receives.

Payment for the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes for each property. Revenues from these assessments must be placed in a special fund and cannot be used for any other purpose.

The City Council of the City of Monterey Park will set a date for a public hearing. The public hearing will be held on the date and at the time and place described specifically in the Resolution of Intention. Notice will be given by publishing the Resolution of Intention in accordance with requirements of the Government Code.

DESCRIPTION OF IMPROVEMENTS

The improvements are the operation, servicing, and maintenance of street trees, median landscaping, and street lighting, including but not limited to, personnel, electrical energy, utilities, materials, and contracting services for the satisfactory operation of these services described as follows:

Street Trees and Median Landscaping

Landscaping, planting shrubbery and trees, irrigation systems, hardscapes, and fixtures in public rights-of way within the proposed boundary of the District.

Street Lighting

Poles, fixtures, bulbs, conduits, equipment including anchors, posts and pedestals, and metering devices, as required to provide safety lighting in public rights-of-way within the proposed boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual operation and servicing of the landscaping and public lighting facilities including repair, removal or replacement of all or part of any of the landscaping and public lighting facilities. Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or improvements and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping.

ESTIMATE OF COST

The estimated costs of the operation, servicing and maintenance of the improvements for Fiscal Year 2015-16, as summarized below same as last year.

I. STREET LANDSCAPING AND FACILITY MAINTENANCE

A. Street Trees and Median Landscaping

1. O & M	\$649,629
2. Reserves	<u>-0-</u>
Sub-Total	\$649,629

II. STREET LIGHTING

A. Street Lights	
1. O & M	\$970,660
2. Reserves	<u>-0-</u>
Sub-Total	\$970,660
Total Cost	\$1,620,289
Less City General Fund Contributions	<u><643,083></u>
Total Funded by Assessments	\$977,206

The Act requires that the City establish a special fund for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated in this report. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

ASSESSMENT ROLL

The proposed assessment and the amount of assessment for Fiscal Year 2015-16 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are on file in the office of the City Clerk of the City of Monterey Park.

The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are, by reference, made part of this report.

The total proposed assessment for fiscal year 2016-17 is approximately \$977,206.

METHODS OF APPORTIONMENT OF ASSESSMENT

1. GENERAL

Part 2 of Division 15 of the Streets and Highways Code (the Code), also known as the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street trees, median landscaping and street lights.

The Act requires that maintenance assessments be levied according to benefit rather than according to assessed value.

The Act also permits the designation of zones of benefit within any individual assessment district if by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement. Thus, the Act requires the levy of a true "assessment" rather than a "special tax."

Exempt from the assessment would be the areas of all publicly owned property in use in performance of a public function. The City has made a determination to also except public utility rights of way.

2. ASSESSMENT FORMULA

Section 22509 of the Code provides that the Act shall be liberally constructed to effectuate its purpose. Therefore, any reasonable formula, or method, when upheld by the City Council after a public hearing, is conclusive.

Section 22573 of the Code provides the net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated special benefit to be received by each such lot or parcel from the improvements.

Since the assessment will be levied against properties as shown on the Property Tax Rolls of the Los Angeles County Assessor, the final charges must be assigned by Assessor's Parcel Number. The formula shown below takes into the consideration of land use and parcel size.

Single Family Residential.

The single-family residential parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels developed for single family residential uses, including condominiums, are assessed one (1) EDU.

Multi-Family Residential.

Multi-family residential uses are given a factor of 0.85 EDU per dwelling unit. Based on data from representative cities in urban Southern California, the multiple residential factor of 85 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Mobile Home.

Parcels designated for mobile home park uses are assigned 0.5 EDU per unit.

Commercial/ Industrial.

In converting improved non-residential properties to EDU's the factor used is the typical lot size for single-family residential parcels, which is 6,000 square feet, or 7.26 dwelling units per acre.

The commercial/industrial parcels will be assessed 7.26 EDU for each acre, or any portion thereof up to five (5) acres and 0.73 for every additional acre or portion thereof above five acres. This lower EDU factor is based on the fact that many of the larger commercial/industrial developments contain internal street systems and provide their own street lighting. The minimum number of EDUs per commercial/industrial parcel will be one (1) EDU.

Vacant Residential.

Vacant residential property is described as parcels with no improved dwelling structures. These properties receive benefits based on their land, as this is the basis of their value. The land value portion of residential property in Monterey Park is about 50 percent. Parcels defined as single-family residential parcels which do not have structures on the parcels are therefore, assessed 50 percent of a single-family dwelling. The parcels will be assessed 0.50 EDU per parcel. Parcels defined as vacant multi-family residential will be assessed at 50 percent of the rate for vacant commercial/industrial property.

Vacant Commercial/Industrial.

Parcels which are not zoned for residential use and which do not have structures on the parcels are assessed based upon the acreage of the parcel. These parcels will be assessed at 50 percent of the rate of improved commercial/industrial property.

Institutional.

Institutional parcels are defined as those used for private schools, lodge halls, convalescent hospitals, and other similar uses. These parcels will be assessed at the same rate as improved commercial/industrial property.

Utility.

Parcels owned by private utility companies will be assessed at the same rate as improved commercial/industrial property based upon a comparable land use for the property. Utility rights-of-way will be exempt from assessments.

Exempt.

Parcels of land defined in the County Assessor's records as being exempt from property taxes will be exempt from District assessments. This includes all publicly owned property, all easements and rights-of-way, and common areas.

BENEFIT DETERMINATION

Special Benefits from the public improvements operated and maintained by the District are received directly by all parcels within the City. The maintenance of street lighting and landscaping is distributed throughout the district and is of direct and specific benefit to all parcels within the District. Therefore the costs associated with these benefits are spread equally, based on Equivalent Dwelling Units (EDU), to all parcels within the District.

Special benefits include maintenance of street trees and medians on the major thoroughfares, which are the main travel ways of the City. Street lighting is also considered a special benefit since all parcels within the City access public streets which have streetlights. Costs incurred by the City to administer these programs are also considered a citywide benefit. The primary benefits of streetlights are convenience, safety, security, and protection of property, property improvements, and persons. The primary benefits of street trees and median landscaping on arterial streets are the improved safety and aesthetic appeal within the community.

ASSESSMENT RATE BY MAINTENANCE CATEGORY

Category	2016-2017 Proposed	
	Budget	Rate Per EDU
Street Trees and Median Landscaping	\$586,323 (*)	\$ 24.58
Street Lighting	390,882 (*)	16.39
Total Assessment	\$977,206	\$ 40.97

* Net of City General Fund contributions

INVENTORY OF PARCELS

The following information was obtained from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of Monterey Park Development Services Department.

Land Use		Parcels	Units	Acres	EDUs
1. Single Family Residential (SFR)		13,607	13,607	1,745.85	13,607
2. Multi-Family Residential (MFR)		1,444	6,453	735.79	5,621.33
3. Vacant SFR		120	-	35.16	60.00
4. Vacant MFR		-	-	-	-
5. Mobile Home		2	23	1.58	11.50
6. Commercial Industrial		907	33	421.96	3,390.62
7. Vacant Commercial Industrial		72	-	301.87	442.94
8. Utilities		57	-	153.62	417.59
9. Exempt					
a.	Alhambra City School District	4	-	-	-
b.	Garvey School District	3	-	-	-
c.	L.A. City Community College	4	-	-	-
d.	LACO Flood Control District	4	-	-	-
e.	L.A. County	11	-	-	-
f.	L.A. Unified School District	2	-	-	-
g.	Metropolitan Water District	7	-	-	-
h.	Montebello Unified School District	2	-	-	-
i.	State of California	2	-	-	-
j.	City of Montebello	1	-	-	-
k.	City of Monterey Park	59	-	-	-
l.	SFR Common Area	9	-	2.60	-
	SUBTOTAL (9. a-l)	108	-	-	-
10. Institutional		50	50	41.32	300.77
TOTALS		16,367	20,166	3,439.75	23,851.75

PROPERTY OWNER LIST

A list of names and addresses of the owners of all parcels within the District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report.

ASSESSMENT DISTRICT BOUNDARY MAP AND ASSESSMENT DIAGRAM

An Assessment Diagram for the District has been submitted to the City Clerk in the format required under the provisions of the Act. The attached is a facsimile of the map on file in the office of the City Clerk.

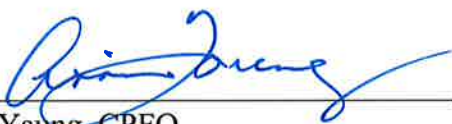
The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the year when this report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this report.

RESOLUTION

Resolution of Intention is on file in the Office of the City Clerk.

CERTIFICATION

This report contains the necessary data required to conduct the proceedings and is submitted to the Office of the City Clerk for filing and public inspection.



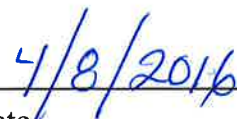
Annie Yaung, CPFO
Controller



Date



Ron Bow
Director of Public Works/Assistant City Manager



Date



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, Controller
SUBJECT: Auditing Services Agreement – Award of Contract

RECOMMENDATION:

It is recommended that the City Council consider:

1. Awarding a three-year contract with the option of extending for two additional 2-year periods for the City's auditing services to the lowest bidder, White Nelson Diehl Evans LLP, a certified public accounting and consulting firm;
2. Authorizing the City Manager to execute the auditing services contract in a form approved by the City Attorney;
3. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The audit contract with Pun & McGeady, LLP will expire in June 2016. Staff sent out Request for Proposals (*Attachment 1*) to twelve auditing firms (*Attachment 2*). Four firms submitted proposals. Proposed prices for the first year ranged from \$43,425 to \$57,790. Following the proposal evaluation, White Nelson Diehl Evans LLP (*Attachment 3*), which is also the lowest bidder, is considered to have an excellent ability to perform the City auditing services.

BACKGROUND:

The City has always been committed to the transparency and reliability of its financial reports and obtained independent audits of its financial statements, which were performed by the City external auditors in accordance with the appropriate professional auditing standards. The City's current external auditor, Pun & McGeady, LLP, has performed professional and satisfactory auditing services for seven years. Staff conformed to the accounting best practices and undertook a full-scale competitive process to select the next City's independent auditors.

The scope of auditing services encompasses financial audits of the City and Monterey Park Successor Agency; Single Audit; review of the accounting procedures and the systems of internal control; review of the GANN computation; preparation of the State Controllers' Annual Report; and advice and recommendations on accounting and

financial issues. Last year, in the June 30, 2015 financial report, the City implemented the GASB Statement Nos. 68 and 71 and recognized the net pension liability on the face of the financial report. The next relevant accounting issues will be GASB Statement No. 74 & 75, "*Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.*" City finance staffers and the new auditors will work jointly to complete the financial statements, in accordance with GASB requirements.

On February 24, 2016, the City sent out a RFP to twelve qualified firms including the current City auditor. On March 14, 2016, staff received four proposals. All four proposals demonstrated the firm's capacities for performing as the City's external auditor. Three factors were used to evaluate each proposal: *the auditor's qualifications, the audit approach to be followed, and the price.* In addition, adequate consideration was also given to ensure that the auditor not only performs the City's annual audit, but is also qualified to consult on other financial matters as they arise. A summary of the bid amounts is ranked as follows:

Rank	Auditing Firm	Proposed 1 st Year Price
1	White Nelson Diehl Evans, LLP	\$43,425
2	The Pun Group, LLP	\$50,000
3	Rogers Anderson Malody & Scott, LLP	\$55,745
4	Lance Soll & Lunghard, LLP	\$57,790

White Nelson Diehl Evans, LLP is the lowest bidder. The firm is a full service CPA firm and performs audits for over 69 California cities and special districts. In addition to the auditing services, the firm can provide the City with a variety of financial and tax services. The firm uses extensive technology to make the audit process more effective. Its knowledge of governmental accounting is best demonstrated by the fact that many of its clients received outstanding awards from the Government Finance Officers Association (GFOA). Monterey Park has received the Certificate of Achievement for Excellence Award since 1990 and it is expected to continue receiving that award with the new auditor.

The GFOA best practice for audit procurement recommends that governmental entities should enter into multiyear contracts of at a minimum of five years in duration when obtaining the services of an independent auditor. Multiyear contracts can take a variety of different forms (e.g., a series of extended contracts). Such contracts allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear contracts can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year. This audit contract term is three fiscal years ending June 30, 2016,

2017, and 2018, with the option to extend the contract for two additional 2-year periods, at the City's sole discretion.

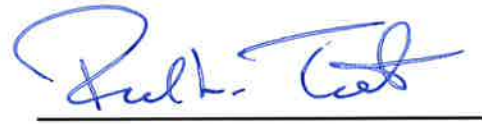
FISCAL IMPACT:

The contract fees for White Nelson Diehl Evans, LLP are the lowest among all bidders. The fee is \$43,425 for the 2015-2016 audit services, which reflects a reduction of \$14,075 from the current audit services fee. The contract fees for 2016-2017 and 2017-2018 are \$44,725 and \$46,065, respectively. For any future year which is extended beyond three years, the fees will be increased by 3% each year. The 2015-2016 contract fee is broken down as: *City Audit \$32,600, Single Audit \$5,020, Successor Agency Audit \$2,180, City's State Controller's Annual Report \$3,175, and GANN Limit Review \$450*. The 2015-2016 fee is included in the current year budget (accounts, 0010-1403-31800, 0092-1403-31800, and 0169-2201-31800).

Respectfully submitted by:

Approved by:


Annie Yaung, CPFO
Controller


Paul Talbot
City Manager

Reviewed by:


Chu Thai
Director of Management Services


Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Request for Proposals
2. List of Auditing Firms
3. White Nelson Diehl Evans, LLP Proposal

ATTACHMENT 1

Request for Proposals

City of Monterey Park

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES



Proposal Issue Date: February 24, 2016

Proposal Submittal Due Date: 5:00 P.M., March 14, 2016

**320 West Newmark Avenue
Monterey Park, California 91754-2896**

**CITY OF MONTEREY PARK
REQUEST FOR PROPOSALS
PROFESSIONAL AUDITING SERVICES
February 24, 2016**

I. INTRODUCTION

The City of Monterey Park (subsequently referred to as “the City”) is requesting proposals (RFP) from qualified certified public accounting firms to audit its financial statements for three years beginning with the fiscal year ending June 30, 2016, with the option of extending the contract for two (2) additional two-year periods, at the City's sole discretion. The contract may be canceled if the City determines the audit services to be unsatisfactory.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et set.), unless exempt. Additionally, the City reserves the right to reject any or all proposals submitted.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

Proposals submitted will be evaluated by the Management Services Department. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information and clarifications from proposers, or to allow corrections of errors or omissions. Oral presentations may be requested the week of March 28, 2016, at the City's discretion by any one or more firms. It is anticipated that recommendation of the auditing firm selection will be presented to the City Council at its Wednesday, April 20, 2016 meeting. Following notification of the selected firm, it is expected a contract will be executed between both parties by May 1, 2016.

II. CITY OF MONTEREY PARK BACKGROUND INFORMATION

City of Monterey Park was incorporated in 1916 as a general law city and is located at the western gateway to the San Gabriel Valley, in Los Angeles County, California. The City has a population of 62,000 and encompasses 7.73 square miles. The City operates under the council/manager form of government. The City Council, which consists of five members, is elected at large and each serves a term of four years.

Monterey Park is a full service City, offering its residents a wide range of municipal services, including public safety, highways and streets, sanitation, water and sewer services, development and public infrastructure improvements, culture and leisure programming, and general government functions.

The City's financial statements include the financial activities of the City (the primary government), the Monterey Park Public Financing Authority, and the Monterey Park Housing Authority. More detailed information about the City, the blended component units, and its finances can be found in the City's 2015–2016 budget publication (<http://www.montereypark.ca.gov/331/City-Budget>) and the 2015 Comprehensive Annual Financial Report (<http://www.montereypark.ca.gov/358/Comprehensive-Annual-Financial-Reports>).

As of February 26, 2016, the City consists of about 490 year-round employees of which 292 are full time employees and 198 are part-time or seasonal employees. Ten associations represent the City's employees. The City organized into eleven departments and has various funding sources of General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Trust and Agency Funds. In addition, the City elected to become the Successor Agency for the Former Monterey Park Redevelopment Agency and the Annual Financial Reports (Statement of fiduciary Net Position and Statement of Changes in Fiduciary Net Position) are included in the audit requirements.

The City is the recipient of the Certificate of Award for Outstanding Financial Reporting from the California Society of Municipal Finance Officers Association (CSMFO 25 years) and the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA 27 years).

III. SCOPE OF SERVICES

- **Financial Audit** – Examine the basic financial statements, notes to the financial statements, and required supplemental information, if applicable.
- **Single Audit** – Examine the Schedule of Expenditures of Federal Awards related to the City's federal grant programs.
 1. Audit the City's basic financial statement in accordance with Generally Accepted Auditing Standards (GAAS) in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, OMB Circular A-133, and Governmental Accounting Standard Board (GASB) Statements and requirements.
 2. Express an opinion on the financial statements as to whether they present fairly, in all material respects, the financial position of the City and the changes in financial position in conformity with generally accepted accounting principles (GAAP), and issue an independent auditors' report stating this opinion.

3. Evaluate the adequacy of the internal control system and, where weaknesses are noted, make appropriate recommendations for improvements.
4. Apply limited procedures related to the Required Supplementary Information (RSI), Management's Discussion and Analysis (MD&A), budgetary comparison information, and the Supplementary Information.
5. Perform agreed upon procedures on the appropriation limit under Article XIII B of the California Constitution, and issue related report.
6. Assist the City in preparing and filing the Annual State Controller's Report no later than the date prescribed by law.
7. Communicate immediately and in writing all irregularities and illegal acts, or indications of illegal acts, of which they become aware, to the City Council and the City Manager.
8. Provide general consultation as required, during the year, on financial accounting and reporting matters, specifically any new Governmental Accounting Standards Board (GASB) Statement implementation.
9. Submit a draft of the financial statements to management no later than November 30.
10. Additional Assignments – if it should become necessary for the City to request the auditor to render additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued with this engagement, then such additional work shall be performed only if set forth in a written addendum to the contract between the City and the auditors. Any such additional work agreed to between the City and the auditors shall be performed at the same rates set forth in the schedule of fees and expenses included in the formal bidding proposal.
11. Retain at auditors' expense audit working papers for three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries of the City and successor auditors and allow the City and successor auditors to review working papers relating to matters of continuing accounting significance.

IV. TIMING AND OTHER REQUIREMENTS

A. Key Dates for Proposal Evaluation and Selection:

Time Table	
Distribution of RFP	February 24, 2016
Deadline for submission of questions	March 4, 2016
Proposal submission	March 14, 2016
Proposal review	March 15-21, 2016
Notification to all bidders	March 23, 2016
Oral presentations	Week of March 28, 2016
Council approval	April 20, 2016
Notification to finalist	April 25, 2016
Expected signing of Contract	May 1, 2016

- B. Proposal Submission: Proposals must be delivered in person or mailed directly to The City of Monterey Park at the City Clerk's Office no later than 5:00 P.M., March 14, 2016. **Late submissions after the deadline or proposals delivered via fax will not be accepted.** A total of five (5) identical proposals labeled "AUDIT SERVICES PROPOSAL" plus one electronic version on CD or USB memory stick must be submitted to the following address as follows:

*City of Monterey Park
320 W Newmark Avenue
Monterey Park, CA 91754
Attention: Annie Young, Controller*

- C. Proposals shall be signed by an authorized representative and shall be as thorough and detailed as possible so that the City may properly evaluate the auditors' capabilities to provide the required services.
- D. Contract Term: The Audit Services contract will become effective on the execution of the contract for three (3) fiscal years ending June 30, 2016, 2017, and 2018, with the option to extend the contract for two (2) additional two-year periods, at the City's sole discretion.
- E. The City will make every effort to administer the proposal process in accordance with the terms and dates discussed in this RFP. However, the City reserves the right to modify the proposal process and dates as deemed necessary, and reserve the right to not award a contract. The City assumes no obligation for any costs incurred by any proposer in preparing the response to this request, attending an interview, or any other activity prior to award of the contract to the selected proposer.

V. PROJECT SCHEDULE FOR FISCAL YEAR 2015 – 2016 AUDIT
(Year ending June 30)

- A. The auditors shall provide the City with an audit plan, including a list of schedules and other work requested no later than June 1, 2016.
- B. Depending on the type and extent of interim audit procedures before June 30, 2016, the City expects to have all records, prepared by client lists, and schedules ready for the audit field work by the middle of September, 2016 and would expect field work to commence no later than the late September, 2016.
- C. The auditors shall complete field work in time to allow preparation of the draft financial statements and discussion of the draft statements with City staff by October 20, 2016.
- D. A draft of the management letter shall also be provided by October 18, 2016. City staff shall have the opportunity to discuss and comment upon any findings and recommendations prior to issuance.
- E. Final copies of the audited financial statements shall be issued no later than November 20, 2016. The final version of the management letter shall be issued by November 20, 2016. Thirty (30) comb bound hard copies and one loose page copy will be provided by auditors along with a copy of the Final Financial Statements in PDF format on disc. As for other financial statements, the City will need ten (10) sets for the Single Audit Report and the Successor Agency's financial statement.
- F. Additionally, the auditors will prepare and submit the City's Annual Report of Financial Transactions to the State Controller's Office by the required deadlines for 2016.
- G. The auditors shall complete the Single Audit Report and the Successor Agency's Financial Statements by the required deadlines for 2016.

VI. ASSISTANCE PROVIDED TO THE AUDITORS

Management Services staff will be available during interim and audit field work to assist the firm by providing access and direction to information, documentation, and be available for explanations of all inquiries. Staff will provide clerical assistance for preparation of confirmations and other routine correspondence. The City staff will be responsible for the preparation of the Transmittal Letter, Management Discussion and Analysis (MD&A), and the Statistical Section.

The City will provide the auditors with reasonable workspace, phone, wireless internet and copy machine access.

VII. MANNER OF PAYMENT

Progress payments will be made on work completed during the course of the engagement. Interim billings shall cover a period of not less than one (1) calendar month.

VIII. PROPOSAL REQUIREMENTS

A. Format of Technical Proposal

1. Title page

Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contract person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for period not less than 180 days.

4. Detailed Proposal Following the Order Set Forth in the following *Section B*

B. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements. While additional data may be presented, the areas detailed below must be included. They represent the criteria against which the proposal will be evaluated.

1. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

2. Independence

The firm should provide affirmative statement that it is independent of the City of Monterey Park as defined by generally accepted auditing standards and the US General Accounting Office's *Government Auditing Standards*.

3. Insurance Requirements

- Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation laws, and such liability insurance as will protect

against claims for damages for bodily injury, including death, and damages to property in accordance with the terms of the Agreement. Coverage of which is to be no less than \$1,000,000/\$2,000,000 per occurrence/aggregate, with the City's named as an additional insured.

- The proposing firm must be willing and able to obtain an errors and omissions insurance policy for coverage of no less than \$1,000,000 per occurrence for the willful or negligent acts of the firm and its officers, employees and agents.
- Proposer shall maintain evidence of coverage in an updated form during the term of the Agreement.

4. Firm Qualification and Experience

- To qualify, the firm must have extensive experience in audits of local governments as well as experience with the preparation of basic financial statements in compliance with generally accepted auditing standards, minimum audit requirements and reporting guidelines as required by the State Controller's Office, and Governmental Accounting Standards Board (GASB) requirements.
- The proposal should briefly introduce your firm, indicating whether your firm is local, regional, national, or international. State the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Indicate the name of the person who will be authorized to answer questions and to bind the firm, the person's title, address, email and telephone number.
- If your firm participates in a peer review or quality review program provide the year, month and result of the most recent review and submit a copy of the report on the firm's most recent external quality control (peer) review, with a statement whether that quality control review included a review of specific government engagements (required by *Government Audit Standards*).
- Provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Engagement Partner, Manager/Supervisor and Staff Qualifications and Experience

- Identify the senior level staff, including engagement partner and manager/supervisor, who would be assigned to this engagement on an

on-going basis. Indicate whether these individuals have CPA licenses to practice in California. Please provide information on the governmental auditing experience of these individuals, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. The City reserves the right to approve or reject any replacements in the senior level staff participating in the City's audit.

- Identify junior-level staff who would be assigned to this engagement. How stable is this team of individuals in relationship to being assigned to this engagement on an annual basis? Please indicate their experience as outlined above for Senior level staff. How will the quality of the junior-level staff be assured over the term of the agreement? The City reserves the right to approve or reject any replacements in the junior level staff participating in the City's audit.
- Staff consistency is a very important consideration. Include resumes of those individuals supervising the audit.

6. References

- Please provide the name of all cities, counties and special districts for which the firm has audited basic financial statements during the past three (3) years. Indicate the scope of work, date, engagement partner, total hours.
- Please include reference contact information for at least three, including the name, telephone number and email address of the principal client contact. The City reserves the right to contact any or all of the listed references.

7. Price

- A total all-inclusive Maximum Price for the 2015–2016 engagement and for each of the following two (2) years. Indicate how additional years fees would be calculated if the contract is extended beyond three (3) years. Please provide a list of fees for additional services that may be requested in relation to this audit.
- All proposals shall contain provisions to the effect that in the event that extraordinary circumstances warrant more intensive and detailed services beyond those in the contractual agreement, the firm shall provide in writing and in advance, the reasons for the additional services together with the firm's estimate of costs, and a statement that no work will be performed without advance approval by the City. Any and all additional work as agreed in advance by the City shall be compensated for at the same rate quoted in the schedule submitted in the proposal.

IX. EVALUATION PROCEDURES

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria, which will be considered during the evaluation process:

a. Mandatory Elements:

- i. The audit firm is independent, insured and licensed to practice in California.
- ii. The firm has no conflict of interest with regard to any other work to be performed for the City.
- iii. The firm adhered to the instructions in the RFP.
- iv. The firm submits a copy of its last external quality control review report and the firm has record of quality audit work.

b. Technical Quality (maximum 50 points):

i. Expertise and Experience

- The firm's substantial past experience in performing the required audits on government agencies comparable to the City.
- The quality and stability of the firm's professional staff to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation is acceptable to the City.

ii. Audit Approach

- The firm provided proposed plans for the various segments of the engagement which are acceptable to the City.
- The firm presented a thorough understanding of the objectives, scope and issues for this type of engagement.
- Adequacy of proposed staffing plan and sampling techniques.
- Adequacy of analytical procedures.
- The firm is committed to the timeliness in the conduct and completion of the audit
- References

c. **Price (maximum 50 points):**

Evaluate the maximum fee for the audit services.

d. **Oral Presentation**

The City may request anyone or more firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

e. **Final Decision**

It is anticipated that the City will select a firm on April 25, 2016. Following notification of the firm selected, it is expected a contract will be executed between both parties by May 1, 2016.

ATTACHMENT 2

List of Auditing Firms

Auditor Listing

	COMPANY	CONTACT	TITLE	ADDRESS	PHONE/FAX	EMAIL
1	CBIZ MHM, LLC	Davis, Marc	Partner	2301 Dupont Dr., Ste 200, Irvine, CA 92612	P: 949-783-1750 F: 949-263-5520	mdavis@davisfarr.com
2	Eadie & Payne LLP, CPAs	Casareno, Eden	Partner	1839 W. Redlands Blvd., Redlands, CA 92373	P: 909-793-2406 F: 909-792-3516	casareno@eadiepaynellp.com
3	Lance, Soll & Lunghard, CPA's LLP	Kikuchi, Richard	Partner	203 N. Brea Blvd., Ste. 203, Brea, CA 92821-4056	P: 714-672-0022 F: 714-672-0331 P: 925-395-2818	richard.kikuchi@slcpas.com
4	Macias, Gini & O'Connell LLP	Johnson, Scott	Partner	2121 N. California Blvd., Suite 750, Walnut Creek, CA 94596	F: ----- P: 925-930-0902	sjohnson@MGOCPA.com
5	Maze & Associates	Alvey, David	Vice-President	3478 Buskirk Ave., Ste. 215, Pleasant Hill, CA 94513	F: 925-930-0135 P: 559-277-5990	davida@mazeassociates.com
6	Municipal Auditing Services, LLC	Weigant, Kevin	COO	P.O. Box 3465, Pinedale, CA 93650	F: 559-277-5929 P: 909-889-0871	kevin@mastax.org
7	Rogers, Anderson, Malody & Scott, LLP	Manno, Scott	Partner	735 E. Carnegie Dr., Ste. 100, San Bernardino, CA 92408	F: 909-889-5361 P: 951-274-9500	smanno@ramsCApa.net
8	Teaman, Ramirez & Smith, Inc.	Teaman, Richard	Partner	4201 Brockton Avenue, Suite 100, Riverside, CA 92501	F: 951-274-7828 P: 949-777-8800	rteaman@trscpas.com
9	The Pun Group, LLP	Pun, Kenneth	Partner	200 E. Sandpointe, Ste. 600, Santa Ana, CA 92707	F: 949-777-8850 P: 909-856-6879	ken.pun@pungroup.com
10	Van Lant & Fankhanel, LLP	Fankhanel, Greg	Partner	25901 Kellogg Street, Loma Linda, CA 92354	F: ----- P: 909-466-4410	gfankhanel@vlfcpa.com
11	Vavrinek Trine Day & Co., LLP	Alfaro, Roger	Partner	10681 Foothill Blvd., Suite 300, Rancho CuCAmonga, CA 91730	F: 909-466-4431 P: 714-978-1300	ralfaro@vtdcpa.com
12	White Nelson Diehl Evans LLP	Ludin, Michael	Partner	2875 Michelle Drive, Suite 300, Irvine, CA 92606	F: 714-795-5386 P: 714-978-1300	mludin@wndecpa.com

ATTACHMENT 3
White Nelson Diehl Evans LLP Proposal

**CITY OF MONTEREY PARK
PROFESSIONAL AUDITING
SERVICES PROPOSAL**

FOR THE THREE YEARS ENDING JUNE 30, 2018

**(WITH AN OPTION FOR TWO ADDITIONAL
TWO-YEAR PERIODS)**



Submitted By:



TITLE PAGE

RFP Subject: Certified Audits on the City of Monterey Park
For the Three Years Ending June 30, 2018
(With an Option for Two additional
Two-Year Periods)

Name of Proposer: White Nelson Diehl Evans LLP
Certified Public Accountants and Consultants

Local Address: 2875 Michelle Drive, Suite 300
Irvine, CA 92606-5165

Telephone: (714) 978-1300

Fax: (714) 978-7893

Federal Identification Number: 33-0686301

California CPA License Number: PAR 6123

Website: www.wndecpa.com

Email: rcallanan@wndecpa.com

Contact Persons: Robert J. Callanan, CPA
Engagement Partner

Nitin P. Patel, CPA
Technical Review Partner

Date: March 14, 2016



CITY OF MONTEREY PARK

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WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

March 24, 2016

Ms. Annie Yaung
Controller
City of Monterey Park
320 West Newmark Avenue
Monterey Park, CA 91754-2896

Dear Ms. Yaung:

We are pleased to present our proposal to serve as independent auditors for the City of Monterey Park. We have prepared this information in accordance with the guidelines set forth in your request for proposal.

Who We Are

White Nelson Diehl Evans LLP is a California certified public accounting and consulting firm with offices in Irvine, Carlsbad and Escondido. Our firm has specialized in providing services to the governmental industry for over 80 years and has no intentions of discontinuing these services.

Why We Are The Best Qualified Firm

We consider ourselves to be the best qualified firm to perform auditing and accounting services for the City of Monterey Park. Please consider these qualifications:

- A significant part of our practice is devoted to providing professional services to the governmental industry and over the past year, the firm provided services to approximately 100 governmental organizations and on an annual basis our firm issues over 150 reports on audits of local governmental agencies including, Cities, the Successor Agency to Redevelopment Agencies, Special Districts and Joint Power Authorities.
- Our firm has devoted a substantial amount of time and resources in order to provide governmental agencies with quality audits. Our knowledge of the industry is best demonstrated by the fact that our clients who apply for the "Certificate of Achievement in Financial Reporting" issued by the Government Finance Officers Association (GFOA) consistently receive that award. A list of these clients is presented on page 7 of this proposal.
- We are in a professional alliance with BDO Seidman, a National Accounting Firm, and a network of accounting firms allowing us the ability to provide quality attestation services. The BDO Alliance provides us access to BDO's personnel and technical resources which allows White Nelson Diehl Evans LLP to deliver the range of services and capabilities of a large national firm, including the use of specialists to support the needs of our clients.
- We are a full service CPA firm. Our Consulting Services Department can provide the City with a variety of services, including investment policy compliance reviews, litigation support, dispute resolution services, and consulting on a wide array of governmental issues.
- Our audits include extensive use of information technology as described in detail on page 8 of this proposal.

1

2875 Michelle Drive, Suite 300, Irvine, CA 92606 • Tel: 714.978.1300 • Fax: 714.978.7893

Offices located in Orange and San Diego Counties

Why We Are The Best Qualified Firm (Continued)

- We understand that we provide a service to the City. We are committed to providing an effective and efficient audit that will meet the proposed timing of the project deliverables by assigning experienced governmental auditors. Understanding the size of the City of Monterey Park and the scope of work requested in the proposal, we are proposing an engagement team with extensive governmental audit experience. The staffing plan includes Robert Callanan, CPA, the engagement partner with 26 years of experience, Raquel Castro, CPA, with 8 years of experience who will manage the audit and be on-site supervising the audit fieldwork and Rebecca Hoang with 3 years of experience who will be on-site performing the fieldwork. We are confident that the proposed staffing plan with an engagement team experienced in governmental audits and who are familiar with municipal procedures will result in an effective and efficient audit that meets the project timing and deliverables requirements with minimum disruption to your staff.

The scope of our services for the three years ending June 30, 2018 would be as follows:

- A financial audit of the basic financial statements of the City of Monterey Park in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States, to be included in the Comprehensive Annual Financial Report (CAFR).
- A Single Audit of Federal Grants to be performed to meet the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance).
- An agreed-upon procedures review of the calculation of the City's GANN Appropriations Limit (GANN), as required by Section 1.5 of Article XIIIB of the California Constitution.
- A management letter containing any comments or recommendations resulting from our review of the systems of internal controls in connection with the financial audits.
- A report communicating information related to the audit to those in charge of governance at the conclusion of the audits.
- Preparation and filing the annual State Controller's Report.
- A financial audit of the basic financial statements of the Successor Agency.

We make a commitment to deliver all necessary reports based on the timetable presented herein on page 18. Also, a more detailed discussion of our understanding of the work to be performed is set forth on pages 18 through 25.

Our goal is to provide the City with the highest quality of service, including a CAFR which meets all required reporting standards. We are confident that our service and experience will be of benefit to the City and will provide added value over and above the performance of the audit itself. Throughout the year, you should feel comfortable in calling us for advice regarding accounting and auditing matters, as we are never too busy to meet the needs of our clients.

We thank the City for the opportunity to present our proposal. Please feel free to contact me, or Mr. Nitin Patel, CPA, at (714) 978-1300 if you have any questions. This proposal constitutes a firm and irrevocable offer for 180 days from the date of this letter. Mr. Patel and I are authorized to represent our firm, and bind the firm to a contract.

Very truly yours,

WHITE NELSON DIEHL EVANS LLP

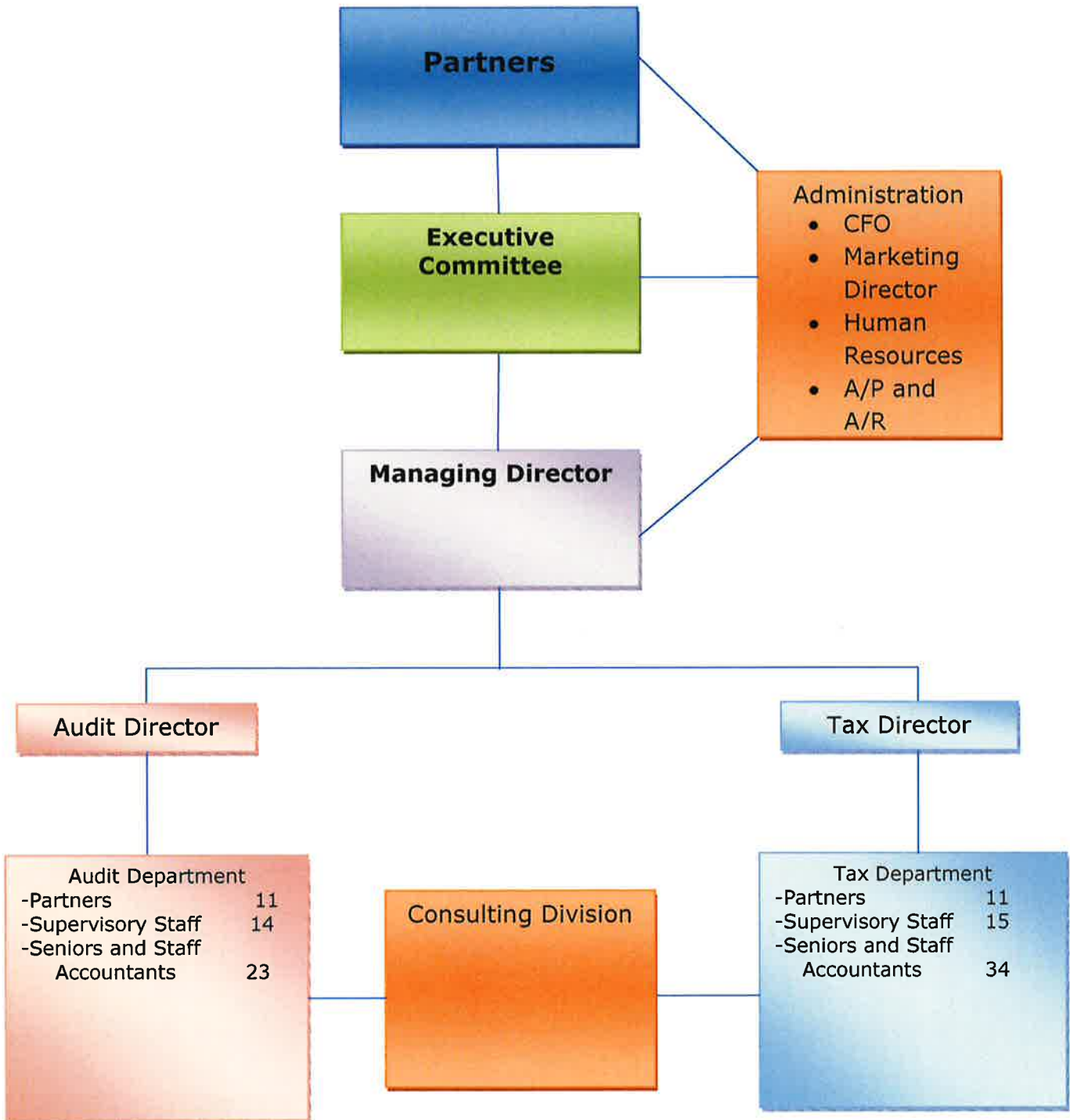


Robert J. Callanan, CPA
Engagement Partner



FIRM PROFILE AND QUALIFICATIONS

FIRM ORGANIZATION CHART



* The staffing levels described above have remained fairly constant for the past four years.

LICENSING AND INDEPENDENCE

Our firm, and all of our certified personnel, are properly licensed to practice public accounting in California.

Also, we meet the independence requirements of "Government Auditing Standards", as published by the U.S. General Accountability Office. We have no conflict of interest with the City and will provide written notice to the City of any professional relationships contemplated with the City during our term as auditors. We have not provided auditing or any other services to the City during the past five years.

SIZE AND LOCATION OF THE FIRM

White Nelson Diehl Evans LLP is a California accounting firm with offices in Irvine, Carlsbad and Escondido.



Our firm has approximately 140 employees, which includes 22 partners with separate assurance and tax departments. Your City would be served by the assurance department from our Irvine office, which has approximately 48 professional staff members, including 11 partners, and 14 managers and supervisors. The Irvine Office assurance department staff with governmental experience consists of four partners, four managers, seven supervisors, six seniors and twelve staff accountants.

White Nelson Diehl Evans LLP has extensive experience in providing auditing, accounting and consulting services in the governmental sector. Over twenty thousand hours per year are devoted to this area of our practice for over 100 governmental units including cities, successor agencies, special districts, nonprofit corporations and joint power authorities.

INSURANCE

The firm has the following insurance coverage:

<u>Insurance Type</u>	<u>Each Occurrence Limit</u>	<u>Aggregate Limit</u>	<u>Deductible</u>
Umbrella Policy	\$ 4,000,000	\$ 4,000,000	\$ 10,000
General Liability	1,000,000	2,000,000	-
Auto Liability - Hired & Nonowned	1,000,000	1,000,000	-
Workers' Compensation	1,000,000	1,000,000	-
Professional Liability	5,000,000	10,000,000	100,000



RANGE OF ACTIVITIES

White Nelson Diehl Evans LLP is a full service CPA firm. We offer a broad range of services, including:

Certified Audits
Compilations and Reviews
Agreed-Upon Procedure Reviews
Financial Services

Tax Planning and Consulting
Income Tax Preparation and Representation
Consulting Services
Litigation Support Services

Our specific services available to governmental agencies are more fully set forth in this proposal.

PARTICIPATION IN "QUALITY REVIEW" PROGRAMS

In July 2015, our firm underwent a quality review, by an independent CPA firm, under provisions of the AICPA Quality Review Program. This review is required every three years and covered our audits of governmental agencies. A final report dated July 22, 2015 with a pass rating on our systems and procedures was received. A copy of the independent CPA firm's report is included herein at Attachment II. Accordingly, we are confident that our current auditing standards and techniques meet all existing requirements.

No regulatory action has ever been taken against any office of our firm due to substandard work. We had no significant deficiencies noted in any federal or state desk reviews over the past three years.

EDUCATION PROGRAMS

White Nelson Diehl Evans LLP has a formal continuing education program. All firm auditors are required to obtain 80 hours of continuing education every two years in the accounting and auditing area as required by Government Auditing Standards, and at least 24 hours of government related continuing education courses. Our staff is continually expanding their knowledge of the governmental industry through our in-house training programs, programs offered by the AICPA, GFOA, the California Society of Certified Public Accountants and other professional organizations, and through on-the-job training.

Noted below is a description of certain in-house education courses taken by our partners and staff to meet the governmental continuing education requirements. All personnel involved with governmental auditing are required to attend these courses.

- Understanding the Risk Assessment Standards
- Understanding of GASB Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments
- Understanding, and Auditing, Deposits and Investments of California Governmental Units
- Reviews of Internal Controls in Accordance With Statements on Auditing Standards
- Assessing Audit Risk and Materiality in Conducting An Audit
- Consideration of Fraud in a Financial Statement Audit
- Computer Auditing in the Governmental Environment
- The Single Audit - New Provisions under Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance).
- Laws and Regulations in the Government Sector
- Understanding GASB Statement 54 related to Fund Balance Reporting and Governmental Fund Type Definitions
- Understanding GASB Statement 65 related to reporting of Deferred Outflows and Deferred Inflows of Resources
- Understanding the new GASB Pension Standards



PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

Our partners and staff are actively involved in professional organizations in the governmental accounting field. Noted below is a summary of our participation in various national and California governmental organizations.

AICPA

Our firm is a member of the AICPA Governmental Audit Quality Center. The Center is a firm-based voluntary membership Center whose primary purpose is to promote the importance of quality governmental audits to purchasers of governmental audit services. The Center provides members with an online forum tool for sharing best practices, as well as discussions on audit, accounting, and regulatory issues. As a member of the Center, the firm receives updates on changes in auditing and accounting standards that effect governmental audits. The quality control partner is required to attend an annual web cast to discuss auditing and reporting issues effecting governmental audits. Our firm uses the resources of the Center to maintain the quality of our governmental audits.

GFOA, GASB and FASB

Our firm is an associate member of the Government Finance Officers Association of the United States and Canada (GFOA).

Also, we have web based access to the latest pronouncements issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standard Board (FASB), including Interpretations, Technical Pronouncements and Newsletters. We regularly analyze these pronouncements and advise our governmental clients of changes in accounting rules.

CSMFO

Our Irvine office partners and our Director of Consulting Services are associate members of the California Society of Municipal Finance Officers (CSMFO). Our personnel regularly attend local CSMFO chapter meetings throughout Southern California, and the annual statewide conference. We often provide public speakers for these meetings.

CSCPA

Several partners and principals of the firm have been members of the Governmental Accounting and Auditing (GAA) Committee of the Orange County Chapter of the California Society of Certified Public Accountants (CSCPA). Mr. Patel, Mr. Ludin and Mr. Morgan have each served as chairman of this committee. Firm personnel have been involved over the years in preparing position papers issued for professional organizations on governmental accounting matters. Currently, Mr. Patel and Mr. Callanan are members of the State Governmental Accounting and Auditing Committee.



GFOA AWARD PROGRAM

The partner and manager will be involved in all phases of report preparation or review. Reporting checklists will be used to assure compliance with all reporting requirements. In addition, another member of the firm, not associated with the audit, and with extensive governmental auditing and accounting experience, will review each financial statement audited and related reports. Based on the high quality of our review process, we have been able to assist various clients in obtaining the GFOA "Certificate of Achievement for Excellence in Financial Reporting". The recent clients that have received the award are:

Cities:

Alhambra
Bellflower
Beverly Hills
Burbank
Camarillo
Campbell
Colton
Costa Mesa
Cypress
Del Mar
Downey
Fountain Valley
Gilroy
Goleta
Hawaiian Gardens
Highland
Lake Forest
Lakewood
Lancaster
Newport Beach

Cities (Continued):

Palm Desert
Pico Rivera
Rancho Santa Margarita
San Buenaventura
San Gabriel
Sanger
Signal Hill
Stanton
Tustin
West Covina
West Hollywood
Westminster

Special Districts:

Costa Mesa Sanitary District
Inland Empire Utilities Agency
Las Virgenes Municipal Water District
Olivenhain Municipal Water District
Otay Water District
Rancho California Water District
Santa Ana Watershed Project Authority
Yorba Linda Water District



COMPUTER AUDITING CAPABILITIES

White Nelson Diehl Evans LLP uses technology to make the audit process more effective. We utilize a paperless audit software, ProSystem fx Engagement, which allows us to manage our audit documentation electronically. Some of the benefits of paperless audit are:

- Receive the City's schedules in either hard copy or electronic format.
- Import and integrate trial balance data from virtually any accounting system. We avoid the time and expense of keying in account numbers, descriptions and account balances. We simply take your electronic trial balance and import it directly into our audit software.
- Create our own lead sheets, which can include prior year balances. This helps us to easily identify significant fluctuations between fiscal years.
- CAFR schedules are linked to trial balances. CAFR is updated automatically for any last minute journal entries, if any.

Our approach includes using IDEA (Interactive Data Extraction and Analysis) which is a data analysis software that can be used to analyze large amounts of information. It allows the firm to extract data from the City's accounting records to tailor specific audit tests based on risk assessments. Some audit procedures that IDEA can be utilized for are:

- Mechanical accuracy of worksheets or general ledgers.
- Exception and gap/completeness testing for missing check numbers.
- Cross checking different data bases for common information such as employee names.
- Duplicate testing of invoice numbers.
- Completeness of general ledger balances.

The firm also has document management software which allows our clients to access our web portal. We utilize the web portal to transfer data files that are confidential or too large to be sent by e-mail.

AUDITOR ROTATION REQUIREMENT

The California State Controller Office issued an advisory in October 2014 regarding the Assembly Bill 1345 that added section 12410.6(b) to the government code, commencing with the 2013-14 fiscal year. The Government Code section 12410.6(b) states:

"...a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. For purposes of calculating the six consecutive fiscal years, the local agency shall not take into account any time that a public accounting firm was employed by that local agency prior to the 2013-14 fiscal year..."

This newly added requirement prohibits the local agency from engaging an audit firm if either the lead or concurring (i.e. quality control review) partner responsible for the audit have served the local agency during the past six consecutive years since fiscal year 2013-14.



PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

AUDIT TEAM

The audit team assembled consists of individuals who have extensive experience auditing governmental agencies and are familiar with municipal accounting. In addition, each team member's skill and experience developed working in other industries our firm serves can be applied to the individual requirements of the City of Monterey Park.

The personnel assigned to the engagement team are as follows:

The engagement partner will be Mr. Robert J. Callanan, CPA. Mr. Callanan has over 26 years of experience with audits of local governments. He will be involved with all phases of the audit including (a) the planning phase of the audit to assess risks related to the audit (b) a final review of all the work papers and financial reports, and (c) attending any meetings with City's management and City council at the conclusion of the audit. He will be responsible for assuring that all work for the City is performed in a complete and timely manner.

Mr. Nitin P. Patel, CPA, will be the Technical Review Partner and will perform a quality review of all reports issued in connection with the audit. Mr. Patel has over 30 years of experience with audits of local governments. He will also consult on the accounting treatment of unusual transactions or audit issues.

Ms. Raquel Castro, CPA, will serve as the audit manager. Ms. Castro has over 8 years of experience with audits of local governments. She will be the primary contact for the City and related audits. She will (a) be on-site supervising staff accountants, (b) perform the initial review of the work papers including a review of the work completed related to internal controls, (c) supervise the completion of the financial reports and management letter and (d) assist in the audit of any complex or unusual audit areas.

The audit senior will be Ms. Rebecca Hoang. Ms. Hoang has over 3 years of public accounting experience. She will be on-site performing the fieldwork including performing tests of internal controls, substantive tests of account balances, and analytical tests. She will also draft the financial statements and various reports required for this engagement.

Resumes for the above partners and personnel are included at pages 10 through 13.

COMMITMENT RELATED TO PERSONNEL

We make a commitment to retain the same personnel on the City from year to year, except where such personnel leave the firm, or where the change is approved by the City. If a staff member is replaced, we make a commitment to replace that person with staff of at least equal experience.

NONDISCRIMINATION POLICY

Our firm has a policy to provide equal employment opportunities to all qualified persons without regard to race, color, age, sex, religion, national origin or handicap.



ROBERT J. CALLANAN, CPA



Position

Engagement Partner

Education

Aquinas College, Grand Rapids, Michigan

Bachelor of Arts, Business Administration, 1988

Bachelor of Science, Accounting, 1988

Licensing

Certified Public Accountant in California since 1993

Professional Organizations

American Institute of Certified Public Accountants - Member

California Society of Certified Public Accountants - Member

California Society of Municipal Finance Officers (CSMFO) - Associate Member

California Governmental Accounting and Auditing Committee Member

Range of Experience

Twenty-six years with the firm specializing in governmental audit, accounting, and consulting services.

Two years of experience as Chief Financial Officer of a mortgage lending corporation.

Responsible for the firm's in-house governmental accounting and auditing training programs.

GFOA Report Reviewer for Award Program - Certificate of Achievement for Excellence in Financial Reporting.

Mr. Callanan was the engagement partner on the following local government audits in 2015:

Cities:

Camarillo

Campbell

Del Mar

Hawaiian Gardens

Norco

Pico Rivera

Rancho Santa Margarita

San Buenaventura

Special Districts:

Laguna Beach County Water District

Pico Rivera Water Authority

Pomona-Walnut-Rowland Joint Water

Line Commission

Rowland Water District

Southeast Water Coalition

Sunset Beach Sanitary District

Surfside Colony Stormwater Protection District

Surfside Community Services District

Ventura Port District

Continuing Professional Education

Total hours were 209 in the last three years, of which 157 hours were for meeting the requirements of the Government Audit Standards.



NITIN P. PATEL, CPA



Position

Technical Review Partner

Education

University of California at Irvine, Bachelor of Arts in Economics

California State University at Long Beach Masters of Accounting Program

Licensing

Certified Public Accountant in California since 1988

Professional Organizations

American Institute of Certified Public Accountants

California Society of Certified Public Accountants

California Society of Municipal Finance Officers (CSMFO) - Associate Member

Governmental Accounting and Auditing Committee of Orange County -

Committee Chairman (2001-2002)

California Governmental Accounting and Auditing Committee Member

Range of Experience

Has been with the firm since 1986 with emphasis in governmental accounting and financial reporting and is responsible for firm's in-house governmental accounting and auditing training programs.

Experience includes supervision of over one hundred audits of governmental agencies including cities, successor agencies/redevelopment agencies, non-profit corporations, joint powers authorities and special districts.

CSMFO Report Reviewer for Award Program.

GFOA Report Reviewer for Award Program - Certificate of Achievement for Excellence in Financial Reporting.

Other experience includes providing consulting services for governmental agencies including special internal control reviews, cost allocation plans, cable television rate reviews, reviews of City Treasurer operations and transient occupancy tax reviews of city hotels/motels.

Mr. Patel was the engagement partner on the following local government audits in 2015:

Cities:

Alhambra
Artesia
Bellflower
Burbank
Colton
Costa Mesa
Cypress
Gilroy
Lake Forest
Laguna Hills
Laguna Woods
Newport Beach
Norwalk
Palm Desert
Rialto
San Gabriel

Cities (Continued):

Stanton
West Hollywood
Westminster

Special Districts:

Calleguas Municipal Water District
Chino Basin Desalter Authority
Costa Mesa Sanitary District
Cypress Recreation and Park District
Inland Empire Regional Composting Authority
Inland Empire Utilities Agency
La Habra Heights County Water District
La Puente Valley County Water District
Orchard Dale Water District
Rancho California Water District
Santa Ana Watershed Project Authority
Yorba Linda Water District

Continuing Professional Education

Total hours were 186 in the last three years, of which 144 hours were for meeting the requirements of the Government Audit Standards.



RAQUEL CASTRO, CPA



Position

Audit Manager

Education

Chapman University

Bachelors of Science in Accounting, 2008

Licensing

Certified Public Accountant in California since January 2013

Professional Organizations

California Society of Certified Public Accountants (CSCPA)

American Institute of Certified Public Accountants (AICPA)

Range of Experience

Raquel has been employed with the firm since September 2008. She has been the in-charge for audits in the following areas: manufacturing and distribution, retail, health care, retirement care, and more recently, local governments. As an audit manager, she is involved with planning the audit, supervising staff accountants, reviewing work performed in all areas of the audit, and preparation of financial statements. Raquel served as the audit manager and/or supervisor on the following local government audits during 2015:

City of Alhambra
City of Hawaiian Gardens

City of Lake Forest
City of Sanger

In recent years, Raquel has also been involved with the following governmental clients:

City of Lake Elsinore
City of Rancho Santa Margarita
City of Signal Hill

South Coast Water District

Raquel also served as the audit manager on the following business audits during 2015:

Active PDF, Inc.
California Expanded Metal
Products, Inc.
Casa Pacifica dba Freedom Village
Freedom Properties-Hemet, LLC dba
The Village
Ironman Parts and Services

Lyle Parks Jr. Construction
Paul's TV, LLC
R3 Construction Services, Inc.
Stoneridge Creek Pleasanton
CCRC, LLC
University Village Thousand Oaks
CCRC, LLC

Additionally, Raquel also served as the audit manager on the following non-profit audits during 2015:

Rowland Water District

Valencia Heights Water Company

In addition to the audit experience noted above, Raquel has extensive experience with various compilation and review engagements, as well as audits of numerous employee benefit plans.

Continuing Professional Education

Total hours were 232 in the last three years, of which 189 hours were for meeting the requirements of the Government Audit Standards.



REBECCA HOANG



Position

Audit Senior

Education

University of California, Irvine
Bachelors of Arts, 2010

Range of Experience

Ms. Hoang has been with White Nelson Diehl Evans LLP since October 2012. Ms. Hoang has performed all phases of audits including Non-profit Corporations, Cities, Single Audit of Federal Grants, Special Districts, Compliance Audits, Business Entities, and Agreed-Upon Procedure engagements. As an audit senior, she is involved with planning the audit, performing fieldwork for all aspects of the audit, supervising staff accountants and preparation of the financial statements. Ms. Hoang served as the Audit Senior on the following Non-profit and Governmental Clients:

Governmental:

City of Costa Mesa
City of Colton
City of Cypress
City of Fountain Valley
City of Palm Desert
Calleguas Municipal Water District
Laguna Beach County Water District

Non-Profit Corporations:

Boys and Girls Club of Garden Grove
Feeding America San Diego
Trinity Youth Services
Valencia Heights County
Water District

Business Entities:

Anabi Oil Corporation
California Expanded Metal Products
Mangan, Inc.
Pacific Business Capital Corporation
Pool Water Products
Roger Dunn, Inc. and Subsidiaries
Security Signal Devices, Inc.
Straub Distributing, Ltd.
Styles for Less, Inc.
Venus Textiles, Inc.
WorkCare, Inc.

Continuing Professional Education

Total hours were 148 in the last three years, of which 127 hours were for meeting the requirements of the Government Audit Standards.



FIRM EXPERIENCE WITH GOVERNMENTAL ENTITIES

SIMILAR ENGAGEMENTS WITH OTHER MUNICIPAL ENTITIES

Your request for proposal called for at least three similar engagements, ranked by total staff hours. These are set forth below:

<u>City</u>	<u>Engagement Partner</u>	<u>Total Staff Hours</u>	<u>Scope of Work</u>
San Buenaventura	Callanan	660	City, RDA Public Financing Authority and Single Audits; State Controller's Report
Alhambra	Munoz	390	City, RDA, Joint Powers Authority and Single Audits; State Controller's Report
Camarillo	Callanan	385	City, RDA and Single Audits

Certified audits were performed on the financial statements of all of these cities and their component units for the past year.

Client references for these cities are included below.

City of San

Buenaventura

Ms. Bridgette McNally
Accounting Manager
805-654-7892

City of Alhambra

Mr. Paul Espinoza
Finance Director
656-570-5027

City of Camarillo

Mr. Ronnie Campbell
Finance Director
805-388-5320

A complete list of similar engagements for the past three years is included in Attachment I of this proposal.

CITY CLIENT REFERENCES

One means of judging the high quality of our auditing and accounting services would be contact with some of our clients over the past year. We are including the names and phone numbers of the city clients as presented in Attachment I of this proposal. We encourage you to contact any of these individuals and verify our level of service.



ENTERPRISE FUND EXPERIENCE

Most cities audited by our firm have a water utility enterprise fund. Noted below is a partial listing of other enterprise funds audited by our firm in recent years:

<u>City</u>	<u>Enterprise</u>
Alhambra	Water, Sewer, Storm Drain, Sanitation, Golf Course
Artesia	Residential Refuse Service
Bellflower	Water
Beverly Hills	Water, Solidwaste, Wastewater, Stormwater
Burbank	Water Reclamation, Sewer, Golf, Electric Utility Water Utility, Refuse Collection and Disposal
Camarillo	Water, Sanitary, Solidwaste, Transit
Colton	Electric Utility, Water Utility, Wastewater Utility
Cypress	Sewer
Del Mar	Water, Wastewater, Cleanwater
Downey	Water, Sewer, Golf Course, Transit System
Fountain Valley	Water, Solidwaste
Gilroy	Water, Sewer
Hesperia	Water, Sewer
Laguna Hills	Property Leasing
Lakewood	Water
Lancaster	Power Authority
Newport Beach	Water, Sewer
Norco	Water, Sewer
Norwalk	Transit System, Water, Sewer, Golf Course
Palm Desert	Golf Course
Pico Rivera	Water, Sports Arena, Golf
Rialto	Airport, Cemetery, Recreation, Wastewater, Water
San Buenaventura	Water, Sewer
Sanger	Water, Sewer, Disposal, Ambulance
Signal Hill	Water
Stanton	Sewer
Tustin	Water
West Covina	Simulator, Computer
West Hollywood	Sewer District, Sewer Charge, Solid Waste, Landscape District and Street Maintenance
Westminster	Water



SINGLE AUDIT EXPERIENCE

We perform single audit services for most of our cities and special districts that receive federal funds as required by the Uniform Guidance. In recent years, Single Audits were performed for the following cities and special districts.

Cities:

City of Alhambra	City of Laguna Woods
City of Artesia	City of Lake Forest
City of Bellflower	City of Lakewood
City of Beverly Hills	City of Lancaster
City of Burbank	City of Newport Beach
City of Camarillo	City of Norco
City of Campbell	City of Norwalk
City of Colton	City of Palm Desert
City of Costa Mesa	City of Pico Rivera
City of Cypress	City of Rancho Santa Margarita
City of Del Mar	City of Rialto
City of Downey	City of San Buenaventura
City of Fountain Valley	City of San Gabriel
City of Gilroy	City of Sanger
City of Goleta	City of Signal Hill
City of Hawaiian Gardens	City of Stanton
City of Hesperia	City of Tustin
City of Highland	City of West Covina
City of La Habra Heights	City of West Hollywood
City of Laguna Hills	City of Westminster

Special Districts:

- Inland Empire Utilities Agency
- Las Virgenes Municipal Water District
- Olivenhain Municipal Water District
- Rancho California Water District
- Valley Wide Recreation and Park District

EXPERIENCE WITH PREPARATION OF STATE-MANDATED REPORTS

We have experience with the preparation of various state-mandated reports, such as the State Controller's Report and the Annual Street Report. Specifically, with regard to cities, we have prepared the state mandated reports, in recent years, for the Cities of Alhambra, Bellflower, Colton, Del Mar, Goleta, La Habra Heights, Laguna Hills, Lancaster, Norco, Norwalk, Pico Rivera, San Buenaventura, Sanger, Tustin and West Hollywood.



SPECIAL DISTRICTS

Noted below is a listing of special districts audited by our firm in recent years:

Borrego Water District	Orange County Development Authority - Eco-Rapid Transit
Calleguas Municipal Water District	Orange County Vector Control District
Chino Basin Desalter Authority	Orchard Dale Water District
Chino Basin Regional Financing Authority	Otay Water District
Costa Mesa Sanitary District	Padre Dam Municipal Water District
Cypress Recreation and Park District	Pico Water District
Downey Cemetery District	Placentia Library District
El Toro Water District	Rancho California Water District
Grossmont Healthcare District	Rincon del Diablo Municipal Water District
Heber Public Utilities District	Rowland Water District
Inland Empire Regional Composting Authority	Santa Ana Watershed Project Authority
Inland Empire Utilities Agency	South Coast Water District
La Habra Heights County Water District	South County Regional Wastewater Authority
La Puente Valley County Water District	Sunset Beach Sanitary District
Laguna Beach County Water District	Surfside Colony Stormwater Drainage District
Lake Elsinore and San Jacinto Joint Powers Authority	Surfside Community Services District
Las Virgenes Municipal Water District	Vallecitos Water District
Leucadia Wastewater District	Valley Wide Recreation and Park District
Midway City Sanitary District	Ventura Port District
Monterey Peninsula Regional Park District	Yorba Linda Water District
Olivenhain Municipal Water District	

NONPROFIT CORPORATIONS AND JOINT POWER AUTHORITIES

Noted below is a partial listing of nonprofit corporations and joint power authorities audited by our firm over the past year. Some of these entities are "component units" which are combined into the basic financial statements of governmental organizations which exercise oversight responsibility.

American Family Housing	Pomona-Walnut-Rowland Joint Water Line Commission
Anaheim District of the Churches of the Nazarene	Public Cable Television Authority
Cal State L.A. Metrolink Authority	The RARE Project
California Transplant	Trinity Children's Foundation
Casa de las Campanas	Trinity Youth Services
Casa Romantica Cultural Center	United Cerebral Palsy Association
Child Abuse Prevention Center	Valencia Heights Water Company
Palm Desert Recreational Facilities Corporation	Westview Services, Inc.



SCOPE OF WORK, TIMING AND AUDIT APPROACH

ENTITIES TO BE INCLUDED IN AUDIT

City of Monterey Park
Monterey Park Public Financing Authority
Monterey Park Housing Authority

REPORTS TO BE ISSUED AND DUE DATES

	<u>Draft Due Dates</u>	<u>Final Due Dates</u>
City of Monterey Park:		
Comprehensive Annual Financial Report (1), (2)	October 20	November 20
Management Letter	October 18	November 20
Audit Committee Letter	October 18	November 20
Single Audit Reports (2):	October 18	November 20
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i> - Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance and on the Schedule of Expenditures of Federal Awards.		
Report on Compliance with Article XIIIB Appropriation Limit (GANN Limit Review)	October 18	November 20
City's State Controller's Report	December 31	January 31
Successor Agency - Annual Financial Statements (2)	October 18	November 20
(1) Per Section V.E. of your RFP, we will provide the processing and binding of the CAFR, however, you will need to supply the cover, tabs, back and combs for the assembly.		
(2) Per Section V.E. of your RFP, we will provide the requested number of copies and format for the respective reports.		



AUDIT TIMING

Assuming that the City's books are closed and ready for examination and that all necessary schedules and documents are available for our use by mid September each year, the suggested time schedule for the various phases of the audit would be approximately as follows:

	<u>Completed By</u>
Entrance conference with key City staff. Discussion of any prior audit concerns and the performance of interim work.	May 31
Detail audit plan, including list of schedules and other work required by City Staff	June 30
Interim audit fieldwork and management review	June 30
Final audit fieldwork and management review	October 6
Exit conference to summarize the results of the fieldwork and to review significant findings	October 20
Deliver draft copies of reports	See page 18
Deliver final reports	See page 18

COMMITMENT TO DELIVER REPORTS ON A TIMELY BASIS

If all books and records, schedules and documents are made available to us by mid September, we make a commitment to have audit team members available and to provide all reports by the due dates specified above.

AUDITS TO BE IN ACCORDANCE WITH GAAS AND OTHER REQUIREMENTS

We will audit the financial statements of the City and the component units noted on the preceding page. The financial statements of all entities where the City exercises oversight will be combined with the City's financial statements, in accordance with GASB requirements. Our audit will be in accordance with auditing standards generally accepted in the United States of America as set forth by the AICPA, and will include such auditing procedures as we consider necessary under the circumstances. We will apply certain limited procedures, which consist principally of inquiries of management regarding methods of measurement and presentation of required supplementary information. However, we do not audit such information and do not express an opinion on it. Any supplemental financial statements will be subjected to auditing procedures as we consider necessary in relation to the financial statements taken as a whole. The scope of our audit will not include any statistical information, and we will not express an opinion concerning it.



AUDITS TO BE IN ACCORDANCE WITH GAAS AND OTHER REQUIREMENTS (CONTINUED)

Our audits will conform with the guidelines set forth in the AICPA's Industry Audit Guide, *Audits of State and Local Governmental Units*. Also, each examination will comply with the standards for financial and compliance audits contained in the *Government Auditing Standards*, issued by the U.S. General Accounting Office, the provisions of the Single Audit Act and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance).

Also, we will perform an agreed-upon procedures review of the City's Gann Spending Limitation Computation as required by Section 1.5 of Article XIII B of the California Constitution. Our review will be performed in conformance with the provision of the "League of California Cities Uniform Guidelines".

AUDIT APPROACH

- Our audit approach is tailored to meet the technical requirements while maintaining professional skepticism without forgetting that we provide a service. The following aspects of our audit approach will add additional value to the audit services and minimize the amount of time spent by the City's staff in dealing with the audit.
- We will assign experienced staff auditors including the in-charge field auditor having at least 3 years of experience. For first year engagements, all other staff will have at least 1 year of experience. You will not spend time training our auditors.
- Whenever possible, we will use same format for audit supporting schedules used in prior years for the current year audit. This will reduce time spent by the City staff in dealing with the audit when a different audit firm is chosen.
- Throughout the year we are available as a resource to our clients in researching technical questions, dealing with new pronouncements, reviewing complex financial entries and helping with any other issues as they arise.
- The work papers will be reviewed by the manager or partner as field work is being completed to minimize additional questions after the fieldwork is completed.

Our firm uses a governmental audit program which will be modified to the City of Monterey Park's operations to accommodate specific client circumstances. Our audit programs are organized by the financial statement approach and general procedures. The requirements by the Standards for assessing risk are utilized to modify the audit programs to focus on the higher risk areas of the financial statements.

1. Audit Planning Procedures:

- Pre-audit conference with the City to establish process of communication between the audit team and City staff.
- Discuss any new accounting pronouncements to be implemented in the current year.
- Establish scope of work and timing of fieldwork.



AUDIT APPROACH (CONTINUED)

2. Interim Fieldwork:

Gather information about the City and its environment, including internal control:

- Evaluate the design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.
- Determine that the controls have been implemented, that is, that the controls exist and that the City is using it.
- Specific areas to review include:
 - Accounts payable/cash disbursements
 - Accounts receivable/cash receipts
 - Payroll disbursements
 - Utility billing process
 - Investment compliance
 - Property and equipment
- Review of minutes of the City of Monterey Park.
- Review of important contracts and debt agreements.
- Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work:

During the final audit work, we will assess “risk” of material misstatement based on understanding of the City’s audit environment, including its internal control, to identify account balances to audit that appear in the City’s financial statements. Our audit programs will be specifically tailored to address any significant risks identified. The Prepared by Client (PBC) list will be provided at least one month in advance of fieldwork. Our work may include:

- Confirmation of cash and investments balances and testing of bank reconciliations.
- Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.
- Search for unrecorded liabilities.
- Testing of interfund balances and transfers.
- Test capital asset additions and depreciation expense.
- Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.
- Test support for other significant assets or liabilities.
- Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.
- Review of attorney letters for significant legal matters affecting the City’s financial position.
- An exit conference will be held to review any significant adjustments or findings.

The audit workpapers will be reviewed by our management team as the work is being performed in the field so that at the conclusion of the fieldwork we are able to report any adjustments or findings.



AUDIT APPROACH REDEVELOPMENT AGENCY/SUCCESSOR AGENCY

Recent legislation related to the dissolution of Redevelopment Agencies will impact our audit approach as detailed below.

Our procedures will include:

- Audit the balances reported for cash, investments, receivables, payables, capital assets and long term liabilities as of end of the year.
- Review the activity reported on ROPS.
- Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484 and other relevant legislation enacted.

APPROACH TO INTERNAL CONTROL

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Our understanding of the internal controls will be completed by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.



SINGLE AUDIT APPROACH

The single audit will be performed in accordance with all the requirements of the Single Audit Act, the Uniform Guidance and *Government Auditing Standards* issued by the GAO (the "Yellow Book") for cities that expend greater than \$750,000 in federal awards in fiscal year 2015-2016 and subsequent years.

- We will identify the Major and Nonmajor Federal Programs of the City through the risk-based approach required by the Uniform Guidance. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the federal program.
- We will review all federal and industry-specific publications and guidance and inform the City of any recent changes.
- We will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, we will modify our audit program as needed.
- Our audit will include tests of transactions related to major federal award programs for compliance with applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements.
- Our procedures will consist of the applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform Guidance.
- We will assist the City in completing and filing the Data Collection Form.

DETERMINING LAWS AND REGULATIONS SUBJECT TO AUDIT

Under provisions of AICPA Auditing Standards, management of the City is responsible for identifying to its outside auditors any laws and regulations which would have a significant effect on the audit. This would include federal laws (such as federal grant regulations), State laws (such as permitted investments under the California Government Code) and local laws (such as restrictions on special revenues levied by the City). After our selection as auditors, we will consult with City officials regarding these matters, to determine what laws and regulations need to be evaluated in connection with our audit. If a City is not able to identify specific laws and regulations that effect it, we have references (California Government Code and Health and Safety Code) to the more common laws, rules and regulations in our standard audit programs for the usual activities of a California City or Successor Agency to the Redevelopment Agency which will assist us in identifying laws and regulations to review in the audit.

METHOD OF SAMPLING

Our approach is to utilize random sampling based in our testing of the internal control systems related to cash receipts, cash disbursements, payroll and utility billings. Based on a statistical conclusion used by the firm our sample sizes can range from 25 to 60 transactions for each system. A random sample selection allows each item in the population of an equal chance of being selected. In addition, for disbursements, we may select a stratified sample of all transactions over a specified dollar amount for review.



ANALYTICAL PROCEDURES

Analytical procedures are used in the planning and final stages of the audit. In the planning phase, we use analytical procedures to identify unusual financial transactions and comparing relationships to expected results. We compare current year information to the prior years for balance sheet items, revenues and expenditures. In addition, revenues and expenditures are compared to budgets to identify unexpected results. In the final stages of the audit, the financial statements are reviewed to identify expected relationships such as comparing debt paid to expenditures recorded on governmental funds, transfers between funds, depreciation expense, etc. For all significant relationships identified, explanations are obtained as to why the situation occurred and additional audit procedures are applied to resolve any concerns.

MANAGEMENT LETTERS

In connection with each audit, a complete review of internal controls will be made of all significant accounting procedures. Our firm uses an internal control questionnaire, computer systems questionnaire and narration to gain an understanding of the internal control process as part of our audit. We will identify weaknesses and after discussion with the appropriate City staff, we will submit a management letter which will identify weaknesses observed during these reviews and throughout the audit. The management letter will also assess the effect of the management letter comments on the financial reporting process and recommend steps towards eliminating the weaknesses.

POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant potential audit problems. If any potential audit problems are identified, we will immediately discuss them with the City's management. Our approach is to coordinate the resolution of any problems with the City's management. Considering our experience with auditing governmental entities and resources, we expect minimal disruption to the City's management in resolving any identified audit problems.

RETENTION OF AND ACCESS TO AUDIT WORKPAPERS

In accordance with provisions of the Uniform Guidance, GAO requirements, and the California Board of Accountancy, our audit workpapers will be maintained for at least seven years after the date of the report. These workpapers will be made available as necessary to your cognizant audit agency (or its designee), to GAO representatives, or to any other federal or state agency needing access to the workpapers. Also, our firm will respond to any reasonable inquiries of successor auditors and we will allow any successor auditors to review our workpapers.

OTHER PROFESSIONAL SERVICES

We will be available for any other professional assistance you require to research and answer accounting and reporting problems raised by the City, regardless of the time of year. Such assistance may include, but is not limited to, tax questions, the review of bond documents, cost allocation programs and employee benefit programs. We have provided several tax opinions to City audit clients for matters relating to deferred compensation, fringe benefits, stipends and allowances, and other issues. We also will keep the City informed of new developments affecting municipal finance and reporting, changes in grant rules and regulations, etc.



IRREGULARITIES AND ILLEGAL ACTS

We will make an immediate, written report of all irregularities, illegal acts or indications of illegal acts of which we become aware, to the following parties: the City Council and the City Manager.

SEGMENTATION OF THE AUDIT HOURS, BY PARTNER AND STAFF LEVEL

Description of Services	Partners	Managers	Staff	Clerical	Total
City of Monterey Park audit, including Management and Audit Committee Letters	10	20	257	15	302
Single Audit	2	4	37	2	45
GANN Limit Review	1	-	2	-	3
City's State Controller's Report	1	3	24	-	28
Successor Agency audit and related reports	1	2	14	3	20
Total Hours	15	29	334	20	398

SEGMENTATION OF THE AUDIT HOURS, BY PHASES OF THE AUDIT

	Partners	Managers	Staff	Clerical	Total
Planning	2	4	28	-	34
Interim Fieldwork	2	8	80	-	90
Final Fieldwork and Review	11	17	226	20	274
Total Hours	15	29	334	20	398



DISCUSSION OF RELEVANT ACCOUNTING ISSUES

GASB STATEMENT NO. 72

GASB Statement No. 72, *"Fair Value Measurement and Application"*, is effective for periods beginning after June 15, 2015. This Statement addresses accounting and financial reporting issues related to fair value measurement. The definition of *fair value* is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

GASB STATEMENT NO. 73

GASB Statement No. 73, *"Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68"*, is effective for periods beginning after June 15, 2015 - except for those provisions that address employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68, which are effective for periods beginning after June 15, 2016. The requirements of this Statement extend the approach to accounting and financial reporting established in Statement 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement 68 be included in notes to financial statements and required supplementary information by all similarly situated employers.

GASB STATEMENT NO. 74

GASB Statement No. 74, *"Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans"*, is effective for periods beginning after June 15, 2016. The objective of this Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This Statement also includes requirements to address financial reporting for assets accumulated for purposes of providing defined benefit OPEB through OPEB plans that are **not** administered through trusts that meet the specified criteria.

GASB STATEMENT NO. 75

GASB Statement No. 75, *"Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions"*, is effective for periods beginning after June 15, 2017. The scope of this Statement addresses accounting and financial reporting for postemployment benefits other than pension (other postemployment benefits or OPEB) that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures for defined benefit and defined contribution plans.



GASB STATEMENT NO. 76

GASB Statement No. 76, *"The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments"*, is effective for periods beginning after June 15, 2015. The requirements of this Statement improve financial reporting by (1) raising the category of GASB Implementation Guides in the GAAP hierarchy, (2) emphasizing the importance of analogies to authoritative literature when the accounting treatment for an event is not specified in authoritative GAAP; (3) requiring the consideration of consistency with the GASB Concepts Statements when evaluating accounting treatments specified in nonauthoritative literature.

GASB STATEMENT NO. 77

GASB Statement No. 77, *"Tax Abatement Disclosures"*, is effective for periods beginning after December 15, 2015. This Statement requires governments that enter into tax abatement agreements to disclose the following information:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients.
- The gross dollar amount of taxes abated during the period.
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

Governments should organize those disclosures by major tax abatement program and may disclose information for individual tax abatement agreements within those programs.

GASB STATEMENT NO. 78

GASB Statement No. 78, *"Pensions Provided Through Certain Multiple-Employer Defined Benefit Pension Plans"*, is effective for periods beginning after December 15, 2015. This Statement amends the scope and applicability of Statement 68 to **exclude** pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above.

GASB STATEMENT NO. 79

GASB Statement No. 79, *"Certain External Investment Pools and Pool Participants"*, is effective for periods beginning after June 15, 2015, except for certain provisions on portfolio quality, custodial credit risk, and shadow pricing, those provisions are effective for reporting periods beginning after December 15, 2015. This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. It establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets certain applicable criteria established in this Statement. It establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investment at amortized cost for financial reporting purposes and for government that participate in those pools.



WORK REQUIRED BY CITY STAFF

Our fixed annual fees contemplate that conditions satisfactory to the normal progress and completion of the examination will be encountered and that City accounting personnel will furnish the agreed-upon assistance in connection with the audit. However, if unusual circumstances are encountered which make it necessary for us to do additional work, we shall report such conditions to the responsible City officials and provide the City with an estimate of the additional accounting fees involved.

Noted below is a listing of work required by City staff to assist in the audit.

1. Technical assistance in familiarizing our staff with:
 - The flow of information through the various departments and accounting systems.
 - Reports generated by your accounting system.
 - The system of internal controls.
 - Controls established to monitor compliance with federal grants.
2. Preparation of trial balances for all funds, after posting of all year end journal entries.
3. Preparation of schedules supporting all major balance sheet accounts, and selected revenue and expenditure accounts.
4. Typing of all confirmation requests.
5. Pulling and refiling of all supporting documents required for audit verification.
6. Assistance with the preparation of the CAFR and footnotes, including:
 - a. Determination of major funds.
 - b. Determination of general and program revenues and allocation of program revenues to:
 1. charges for services,
 2. operating grants and contributions, and
 3. capital grants and contributions.
 - c. Determination of components of net position (net investment in capital assets, restricted and unrestricted net position).
 - d. Assistance in determining the amounts to be reported (1) the Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position and (2) in the Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities.
 - e. Consolidation of internal service fund activity into governmental activities or business-type activities in the government-wide financial statements.
 - f. Preparation of the management's discussion and analysis, transmittal letter and all statistical tables for the CAFR.



FEES AND HOURLY RATES

MAXIMUM FEES

Our maximum fees for the three years ending June 30, 2018 will be as follows:

Description of Services	Fiscal Year		
	2015-16	2016-17	2017-18
City of Monterey Park audit, including Management and Audit Committee Letters	\$ 32,600	\$ 33,575	\$ 34,580
Single Audit (1)	5,020	5,170	5,325
GANN Limit Review	450	465	480
City's State Controller's Report	3,175	3,270	3,365
Successor Agency audit and related reports	2,180	2,245	2,315
Total Not to Exceed Fees	<u>\$ 43,425</u>	<u>\$ 44,725</u>	<u>\$ 46,065</u>

This fee contemplates auditing up to two major programs. Additional major programs will be audited for an additional cost of \$2,000 each.

If the contract is extended beyond three years, the fees will be increased by 3% each year.

HOURLY RATES FOR SPECIAL SERVICES

If the City wishes us to perform consulting or other services outside the scope of the services described herein, a separate written request from the City will be required. Our hourly rates for these services during each year under the basic contract will be as follows:

Position	Fiscal Year		
	2015-16	2016-17	2017-18
Partners	\$ 250	\$ 258	\$ 265
Managers	175	180	186
Supervisory Staff	140	144	149
Staff	100	103	106
Clerical	60	62	64



CONSULTING SERVICES DEPARTMENT

OVERVIEW OF SERVICES PROVIDED

White Nelson Diehl Evans LLP offers a wide range of consulting services to governmental agencies. This section of our proposal summarizes the primary types of services provided by the firm.

The firm's Director of Consulting Services is Mr. William S. Morgan, CPA. Mr. Morgan has over thirty years of experience in providing accounting, auditing and consulting services to California cities, counties, successor agencies/redevelopment agencies, water districts, special districts, joint power authorities and nonprofit corporations. Many of the firm's consulting projects are planned, supervised and reviewed by Mr. Morgan.

Our firm provides the following types of services:

- Governmental Tax Consulting
- Performance and Operational Studies
- Redevelopment Consulting Services
- Reviews of City Treasurer Operations
- Cable Television and Broadband Consulting Services
- Reviews of Solid Waste Haulers and Assistance With Trash Rate Negotiations
- Litigation Support and Dispute Resolution Services
- Fraud Investigations
- Hotel/Motel Transient Occupancy Tax Reviews
- Business License Operation Reviews

With regard to these engagements, we would intend to perform limited procedures reviews in connection with each assignment, in accordance with the AICPA's attestation standards. Under the provisions of the attestation standards, the City would designate what specific procedures it wishes to have performed. We would then perform those procedures and report on our findings. This type of engagement would not constitute a certified audit in accordance with auditing standards generally accepted in the United States of America. Such special services are not part of our standard fee arrangements and would be subject to a separate fee quotation.



ATTACHMENT I
CURRENT CITY CLIENT REFERENCES
AND
LISTS OF CITY AND SPECIAL DISTRICT ENGAGEMENTS
PERFORMED IN THE LAST 3 YEARS

CURRENT CITY CLIENT REFERENCES

One means of judging the high quality of our auditing and accounting services would be contact with some of our existing clients. We are including the names and phone numbers of our city clients over the past year. We encourage you to contact any of these individuals.

City of Alhambra

Mr. Paul Espinoza
Finance Director
(626) 570-5027

City of Artesia

Ms. Justine Menzel
Deputy City Manager
(562) 865-6249

City of Bellflower

Mr. Tae Rhee
Director of Finance
(562) 804-1424

City of Beverly Hills

Mr. Don Rhoads
Finance Director
(310) 285-2429

City of Burbank

Mr. Dino Balos
Accounting Manager
(818) 238-5518

City of Camarillo

Mr. Ronnie Campbell
Finance Director
(805) 388-5320

City of Campbell

Mr. Jesse Takahashi
Finance Director
(408) 866-2113

City of Colton

Ms. Anita Agramonte
Finance Director
(909) 370-5039

City of Costa Mesa

Ms. Colleen O'Donoghue
Assistant Finance Director
(714) 754-5421

City of Cypress

Mr. Matt Burton
Director of Finance & Administrative Services
(714) 229-6718

City of Del Mar

Ms. Teresa McBroome
Director of Finance/Treasurer
(858) 755-9354

City of Fountain Valley

Mr. David Cain
Finance Director/Treasurer
(714) 593-4501

City of Gilroy

Ms. Christina Turner
Finance Director
(408) 846-0750

City of Goleta

Ms. Genie Wilson
Finance Director
(805) 961-7527

City of Hawaiian Gardens

Ms. Linda Hollinsworth
Finance Director/Treasurer
(562) 420-2641 x236

City of Hesperia

Mr. Brian Johnson
Director of Administrative Services
(760) 947-1442

City of Highland

Mr. Chuck Dantuono
Director of Administrative Services
(909) 864-6861

City of Laguna Hills

Ms. Janice Mateo-Reyes
Finance Manager
(949) 707-2623

City of Laguna Woods

Ms. Margaret Cady
Administrative Services/
City Treasurer
(949) 639-0500

City of Lake Forest

Mr. Keith Neves
Director of Finance
(949) 461-3400

City of Lancaster

Ms. Pamela Statsmann
Assistant Finance Director
(661) 723-6038

City of Newport Beach

Mr. Dan Matusiewicz
Director of Finance
(949) 644-3126

City of Norco

Ms. Gina Schuchard
Finance Officer
(951) 270-5650

City of Norwalk

Ms. Jana Stuard
Director of Finance
(562) 929-5056

City of Palm Desert

Mr. Paul Gibson
Director of Finance
(760) 346-0611

City of Pico Rivera

Mr. Michael Solorza
Director of Finance
(562) 801-4391

City of Rancho Santa Margarita

Ms. Stefanie Turner
Finance Director
(949) 635-1812

City of Rialto

Mr. George Harris, II
Director of Administrative
and Community Services
(909) 421-7219

City of San Buenaventura

Ms. Bridgette McNally
Accounting Manager
(805) 654-7892

City of San Gabriel

Mr. Thomas Marston
Director of Finance
(626) 308-2812

City of Sanger

Ms. Patty Hartman
Interim Finance Director
(559) 876-6300

City of Stanton

Mr. Stephen Parker
Director of Administrative Services
(714) 890-4226

City of Tustin

Ms. Jenny Leisz
Finance Manager
(714) 573-3079

City of West Covina

Ms. Christa Buhagiar
Finance Director
(626) 939-8463

City of West Hollywood

Ms. Lorena Quijano
Accounting Services Manager
(323) 848-6513

City of Westminster

Ms. Sherry Johnson
Accounting Manager
(714) 898-3311

LIST OF CITY ENGAGEMENTS

We have listed below the cities which were under contract with us during the past three fiscal years.

City	Period of Service		Scope of Work
	From	To	
Alhambra	2005	Present	CA, RDA, SA, SCR
Artesia	2012	Present	CA, RDA, SA
Bellflower	2013	Present	CA, SA, SCR, Financing Authority, Public Facilities Corp.
Beverly Hills	2012	Present	CA, SA
Burbank	2013	Present	CA, AQMD, SA, Water & Utility Enterprise Fund
Camarillo	2012	Present	CA, RDA, SA
Campbell	2013	Present	CA, SA, T, Solid Waste Management Authority
Colton	2014	Present	CA, SA, SCR, Child Care Program
Costa Mesa	2012	Present	CA, RDA, PFA, SA, Housing Authority
Cypress	2012	Present	CA, RDA, RA, SA
Del Mar	2014	Present	CA, SA, SCR
Downey	1987	2013	CA, RDA, AQMD, PFA, SA, OCU
Fountain Valley	2013	Present	CA, SA, Housing Authority, Financing Authority
Gilroy	2013	Present	CA, SA
Goleta	2013	Present	CA, SA, SCR, SR
Hawaiian Gardens	2012	Present	CA, RDA, PFA, SA
Hesperia	1997	Present	CA, RDA, SA
Highland	2012	Present	CA, SA
La Habra Heights	2008	2013	CA, SA, SCR
Laguna Hills	2015	Present	CA, SA, SCR. SR
Laguna Woods	2015	Present	CA, SA
Lake Forest	2011	Present	CA, RDA, SA, Housing Authority
Lakewood	1974	2013	CA, RDA, SA
Lancaster	2013	Present	CA, SA, SCR - City, SCR - Power Authority
Newport Beach	2011	Present	CA, SA
Norco	2015	Present	CA, SA, SCR
Norwalk	2015	Present	CA, AQMD, PFA, SA, T, OCU, SCR - City & Transit
Palm Desert	2008	Present	CA, RDA, SA, Housing Authority
Pico Rivera	2012	Present	CA, PFA, SA, SCR, Water Authority
Rancho Santa Margarita	2012	Present	CA, SA
Rialto	2013	Present	CA, SA
San Buenaventura	2011	Present	CA, RDA, PFA, SA, SCR
San Gabriel	2013	Present	CA, SA
Sanger	2011	Present	CA, RDA, PFA, SA, SCR
Signal Hill	1962	2013	CA, RDA, SA
Stanton	2012	Present	CA, RDA, SA
Tustin	2011	Present	CA, RDA, SA, SCR
West Covina	2011	Present	CA, RDA, AQMD, SA
West Hollywood	2014	Present	CA, SA, SCR
Westminster	1997	Present	CA, RDA, AQMD, SA

Legend:

AQMD - Air Quality Management District Audit

CA - City Audit

OCU - Other Component Unit Audits

PFA - Public Financing Authority

PI - Public Improvement

PP - Pension Plans

RA - Recreation Authority

RDA - Former Redevelopment Agency Audit

SA - Single Audit

SCR - State Controllers' Reports

SR - Street Report

T - Transportation

Substantially all of the above engagements were performed through the firm's Irvine office.

LIST OF SPECIAL DISTRICT ENGAGEMENTS

We have listed below the special districts which were under contract with us during the past three fiscal years.

Client Name	Period of Service	
	From	To
Borrego Water District	2006	2013
Calleguas Municipal Water District	2015	Present
Chino Basin Desalter Authority	2011	Present
Chino Basin Regional Financing Authority	2015	Present
Costa Mesa Sanitary District	2005	2014
Cypress Recreation and Park District	2012	Present
Downey Cemetery District	1987	2013
El Toro Water District	2008	2013
Grossmont Healthcare District	2011	Present
Heber Public Utilities District	2014	Present
Inland Empire Regional Composting Authority	2011	Present
Inland Empire Utilities Agency	2011	Present
La Habra Heights County Water District	2002	Present
La Puente Valley County Water District	1986	Present
Laguna Beach County Water District	2002	Present
Lake Elsinore and San Jacinto Joint Powers Authority	2013	Present
Las Virgenes Municipal Water District	2007	2013
Leucadia Wastewater District	2010	Present
Midway City Sanitary District	2012	Present
Monterey Peninsula Regional Park District	2015	Present
Olivenhain Municipal Water District	2009	Present
Orange County Development Authority - Eco-Rapid Transit	2015	Present
Orange County Vector Control District	2013	Present
Orchard Dale Water District	2012	Present
Otay Water District	2009	2013
Padre Dam Municipal Water District	2009	Present
Pico Water District	2010	Present
Placentia Library District	2015	Present
Rancho California Water District	2012	Present
Rincon del Diablo Municipal Water District	2015	Present
Rowland Water District	2007	Present
Santa Ana Watershed Project Authority	2013	Present
South Coast Water District	2011	2014
South County Regional Wastewater Authority	2013	Present
Sunset Beach Sanitary District	1986	Present
Surfside Colony Stormwater Drainage District	2010	Present
Surfside Community Services District	2010	Present
Vallecitos Water District	2010	2015
Valley Wide Recreation and Park District	1986	Present
Ventura Port District	2011	Present
Yorba Linda Water District	2008	Present

Substantially all of the above engagements were performed through the firm's Irvine office.

ATTACHMENT II
RESULTS OF OUTSIDE QUALITY REVIEW



Heidenreich & Heidenreich, CPAs, PLLC

10201 S. 51st Street, Suite #170
Phoenix, AZ 85044
(480)704-6301 fax 785-4619

System Review Report

July 22, 2015

To the Owners of
White Nelson Diehl Evans LLP
and the Peer Review Committee of the CA Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans LLP (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans LLP in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. White Nelson Diehl Evans LLP has received a peer review rating of *pass*.

Heidenreich & Heidenreich CPAs PLLC

Heidenreich & Heidenreich, CPAs, PLLC



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Ron Bow, Director of Public Works/Assistant City Manager
SUBJECT: Centralized Groundwater Treatment System – Approve Release of RFP to Qualified Teams

RECOMMENDATION:

It is recommended that the City Council:

1. Accept three statements of qualifications for design-build of the Centralized Groundwater Treatment System and find the teams qualified to receive the Request for Proposal (RFP);
2. Authorize the release of the RFP to the qualified teams; and
3. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

In response to the Request for Qualification (RFQ) for the design and construction of a Centralized Groundwater Treatment System for Delta Water Plant, three teams submitted Statement of Qualifications (SOQs). Based upon a review of the SOQs, it appears that all three teams are qualified to complete the project. The next step is the release of the Request for Proposal (RFP) to the design-build teams that are qualified to continue to participate in the selection process.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15302, "Replacement or Reconstruction." The project consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

BACKGROUND:

On February 17, 2016, the City Council authorized the City to issue a Request for Qualification (RFQ) for the Centralized Groundwater Treatment System. The RFQ was sent out to a list of over 25 companies that perform work on water treatment projects. Interested design/engineering consultants and construction contractors assembled into design-build teams. Three teams submitted Statement of Qualifications (SOQs). The teams are as follows:

1. Geosyntec Consultants (engineering)
R C Foster Corporation (construction)
CIVILTEC Engineering, Inc. (engineering)
2. J.R. Filanc Construction, Inc. (Filanc) (construction)
Hazen and Sawyer (lead design firm)
Avocet Environmental, Inc. (treatment consultant)
Control Automation Design (treatment consultant)
3. SSC Construction, Inc. (construction)
CIVILTECT Engineering, Inc. (engineering)

A panel of water management professionals assisted staff in evaluating the SOQs. The panel included Frank Heldman, City Water Utility Manager; Darin Kasamoto, General Manager of the San Gabriel Valley Municipal Water District (SGVMWD); Joseph Reichenberger, former SGVMWD Board member and resident of Monterey Park; and Jon Turner, of Phoenix Engineering, an engineering consultant with expertise in complex infrastructure projects. On April 14, 2016, the Public Works Department contacted all three Teams and verified that each worked on projects that removed the 1,4 dioxane contaminant. Additionally, representatives from all three Teams confirmed that they could draft proposals in response to a RFP within the 30 day time period scheduled below. This time period is crucial in order to ensure that the City receive the requisite grant funding to complete the project. The three Teams appear to have expertise in the area of groundwater treatment. It is recommended that all three be invited to submit a Design/Build proposal.

The next step is to send RFPs to each of the three Teams. The proposed schedule is as follows:

Task	Estimated Timeline
RFP Release	April 21, 2016
Proposal submittal due date	May 23, 2016
Technical proposals evaluation completion	June 6, 2016
Finalist recommended to City Council	June 15, 2016
Construction contracts executed	June 29, 2016
Notice to Proceed issued	June 30, 2016
Contract begins	July 1, 2016
Design and Construction complete	February 28, 2017

FISCAL IMPACT:

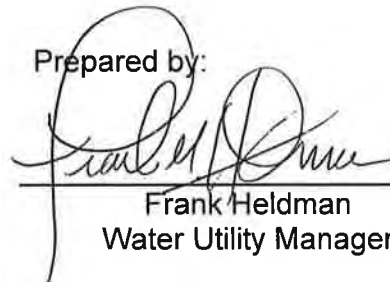
The total project cost is estimated at \$8.3M. The Prop 84 IRWM grant will fund \$4.13M. The remainder of the cost will be paid for with City water treatment funds.

Respectfully submitted by:



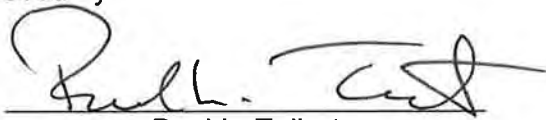
Ron Bow
Director of Public Works/
Assistant City Manager

Prepared by:



Frank Heldman
Water Utility Manager

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Request for Proposal
2. Statement of Qualification Submittals:
 - Geosyntec
 - JR Filanc
 - SSC Construction

ATTACHMENT1

Draft Request for Proposal

CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL
DESIGN-BUILD CENTRALIZED GROUNDWATER TREATMENT SYSTEM

April 21, 2016

Your firm is invited to submit a proposal in response to the Request for Proposal for design-build of a centralized groundwater treatment system at Delta Water Plant. Sealed proposals shall be submitted to the City Clerk's Office, at the below address.

City Clerk
c/o Frank Heldman
City of Monterey Park
320 W. Newmark Av.
Monterey Park, CA 91754

Proposals will be received until 3:00 p.m. on **May 9, 2016**.

The scope of work consists of the design and construction, under a procedure more commonly referred to as "turnkey construction." Each proposer will submit a technical proposal and cost proposal to design and construct the total project.

Appendix A includes forms that must be completed and submitted with the proposal. Appendix B is the standard Contract that identifies the insurance and performance requirements required of the successful team.

A mandatory pre-proposal conference and site visit will be conducted on **April 28, 2016** at **10:00AM** at the Delta Plant, 2657 N. Delta Ave., Rosemead, CA.

Proposers must have been previously pre-qualified with the City in accordance with the completed Statement of Qualifications process to respond to this Request for Proposal.

This project is a public works project and is subject to prevailing wage rate laws.

**CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL
CENTRALIZED GROUNDWATER TREATMENT SYSTEM
April 21, 2016**

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**CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL
CENTRALIZED GROUNDWATER TREATMENT SYSTEM**

GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

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.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Standard Specifications of the Contract Documents is intended to correspond with Greenbook numbering.

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Greenbook.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Design Public Works Directors, Soils Public Works Director, Structural Public Works Directors - Advisors employed by the City.

City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48 hours or two working days) before the commencement of the contemplated action. Notification may be from 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 his designated representative.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City’s Public Works Director, or designee.

☐ (Check if applicable) State Standard Specifications - State of California Standard Specifications, dated July 1992, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Public Works Director, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, “Time of Completion.”

1-3 ABBREVIATIONS

The following Subsection is added to Subsection 1-3 of the Greenbook.

1-3.1 The following abbreviations are added to Subsection 1-3 of the Greenbook:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Public Works Directors
IEEE	Institute of Electric and Electronic Public Works Directors
NEC	National Electric Code
Green Book	The most current edition of the Standard Specification 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
ASA	American Standard Association
CITY	City of Monterey Park

SECTION 2 – SCOPE AND CONTROL OF WORK

The following subsections 2-1.1 and 2-1.2 are added to the Greenbook.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the 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.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of Greenbook is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor 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 ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The 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.

2-3.2 ADDITIONAL RESPONSIBILITY

Add the following to Subsection 2-3.2 Additional Responsibility:

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

2-4 CONTRACT GUARANTEES

The following paragraph is added to Subsection 2-4 of the Greenbook.

The Faithful Performance Guarantee 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 Subsection 6-8.1.

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.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the Greenbook is replaced by the following subsection.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction. As-built plans must be submitted to the City representative for approval before the City pays a final retention amount.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
5. All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Public Works Director, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the Greenbook:

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the 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.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the 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.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the Greenbook.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

2-9 SURVEYING

Subsection 2-9.3, Survey Service, is deleted in its entirety and replaced by the following subsection:

2-9.3 SURVEY SERVICE

2-9.3.1 CONSTRUCTION SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Public Works Director 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 responsibility of the Contractor to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Los Angeles at the direction of the 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.

2-9.3.2 MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2.3, Tool and Equipment Rental is modified where the second and third paragraphs are replaced with “Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage.”

3-3.2.3 MARK UP

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

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

1)	Labor	20
2)	Materials	15
3)	Equipment Rental	15
4)	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.

- (b) Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.
- (c) In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection must be made part of the Claim as supporting data for the Claim.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the Public Works Director in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Subsection 6-11, 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 the time period set forth in Subsection 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The 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 Section 6-11 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:

1. The information is made available for the Bidders' convenience and is not a part of the Contract.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these 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.

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City 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.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words “or equal.”

For the City’s consideration of a proposed “equal” item, the Bidder must submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed “equal item.” At a minimum, the submitted documentation will include:

- 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 (5) calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City’s rejection of the proposed “equal” product without further consideration.

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the Greenbook.

5-2.1 INCORRECT LOCATION OF UTILITIES

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the contract plans or specifications by the City, the Contractor will immediately notify the City and utility owner in writing.

5-4 RELOCATION

The following subsection is added to Subsection 5-4 of the Greenbook.

5-4.1 RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The City will be responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not

correctly identified in the contract plans or specifications by the City. The City will have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

5-5 DELAYS

The following paragraphs are added to Subsection 5-5 of the Greenbook.

Actual loss, as used in this Subsection, will be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by Subsection 5-5.1 and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

The following subsection is added to Subsection 5-5 of the Greenbook.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will be calculated in accordance with Subsection 3-3.2.2 and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for a pre-construction meeting to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

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

6-1.2 CONTENT OF CONTRACT SCHEDULE

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

1. Schedules must be suitable for monitoring progress of the Work.
2. Schedules must provide necessary data about the time for the Public Works Director's decisions.
3. Schedules must be sufficiently detailed to demonstrate adequate planning for the Work.
4. Schedules must represent a practical plan to complete the Work within the Contract Time.
5. 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.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the 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 the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The 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.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) calendar days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Guarantee demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the Work completed at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Guarantee demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;
2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and

remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Subsection 6-6 is deleted in its entirety and replaced with the following subsections.

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the 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.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any

right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the 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 Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7.2 WORK DAYS AND WORKING HOURS

City Hall is open Monday thru Thursday, 7:30am – 5:30pm, and Friday, 7:30am – 4:30pm. It is closed the following holidays:

New Year's Day	-	January 1, 2016
Martin Luther King, Jr. Day	-	January 18, 2016
President's Day	-	February 15, 2016
Memorial Day		May 30, 2016
Independence Day	-	July 4, 2016
Labor Day	-	September 5, 2016
Veterans' Day		November 11, 2016
Thanksgiving	-	November 24 & 25, 2016
Christmas Eve		December 23, 2016
Christmas	-	December 26, 2016
New Year's Eve	-	December 30, 2016

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

Please see Section 6-7.5 below for weekend and holiday work restrictions.

6-7.4 NIGHT WORK

The following paragraph is added to Section 6-7 of the Greenbook:

The City will not permit Work between the hours of 4 p.m. and 7 a.m. of the following day unless specifically provided for in the bid documents or unless

the Contractor receives prior written approval.

6-7.5 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.

6-8 COMPLETION AND ACCEPTANCE

Subsection 6-8 of the Greenbook is deleted in its entirety and replaced by the following:

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. The Public Works Director will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the 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.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting there from, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the Greenbook is deleted in its entirety and replaced by Section 6 of the Contract.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Public Works Director, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.
4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim must include the following:

1. A statement that it is a Claim and a request for a decision.
2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - a) If the Claim involves extra work, a detailed cost breakdown

claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.

- b) To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
- c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) 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).

5. If the Claim involves an error or omission in the Contract Documents:

- a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
- b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.

6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.

7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.

8. A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (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.”

6-11.3 CLAIMS SUBMITTED TO PUBLIC WORKS DIRECTOR

Within thirty (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.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor’s right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

The Public Works Director will promptly review Claims submitted by the Contractor in accordance with these 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 ten (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 General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within thirty (30) calendar days of the date of this decision, the decision will become final and binding and not subject to further appeal."

6-11.6 APPEAL OF 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 thirty (30) calendar days of receiving the Public Works Director's decision.

The City Manager will address disputes or claims within thirty (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 thirty (30) calendar days of the City's final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City's right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then a disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within thirty (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.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION 6-11. BOTH THE CITY AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

7-2 LABOR

The following subsections are added to Subsection 7-2 of the Green Book.

7-2.3 PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- a) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the ninety (90) calendar days before the request for certificate, or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c) 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
- d) When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other

requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, the Contractor will provide copies of the records at its cost.

7-3 LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-3.1 GENERAL

Contractor must procure and maintain for the duration of the contract the following insurance coverages and limits against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

COVERAGE PER OCCURRENCE	ISO FORM	COMBINED SINGLE LIMIT
Comprehensive General Liability	CL 00 02 01 85 or 88	\$2,000,000
Business Auto	CA 00 01 01 87	\$2,000,000
Workers' Compensation		Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following

provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

The insurer will agree in writing to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK
City of Monterey Park
320 W. Newmark Ave.
Monterey Park, CA 91754

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) calendar day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements must be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional 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).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Subsection 7-3 of the Greenbook as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of Monterey Park, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Special Provisions. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered

by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any plans, in releasing any Guarantee, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of Greenbook:

The Contractor will apply for permits required by the City. These permits including, without limitation, a business license, will be issued on a “no-fee” basis. However, the Contractor must pay for and obtain all permits required by the **City of Rosemead** and 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.

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the Greenbook is deleted in its entirety and replaced by the following subsections.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for 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.

7-8.6 WATER POLLUTION CONTROL

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

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (h) All costs associated with water pollution control will be borne by the

Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The following requirements are added to Section 7-9:

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.

7-10 PUBLIC CONVENIENCE AND SAFETY

The following requirement is added to Section 7-10:

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News, 3055 Overland Avenue, Los Angeles, CA 90034, telephone 310-474-7771.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours 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 (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the 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 (5) feet to the edge of any excavation and two (2) feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 of the WATCH Manual and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

7-10.2 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 thirty (30) to one (1).

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the 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.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the 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.

7-15 HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the Greenbook:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the 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 Subsection 3-4 (Changed Conditions) of the Greenbook.

If a dispute arises between the City and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor

will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract. The Contractor will retain all rights provided by Subsection 3-5, Disputed Work, of the Greenbook.

If the 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, subject to the provisions of Section 3 (Changes in Work) of the Greenbook.

9-2 LUMP SUM WORK

Subsection 9-2, Lump Sum Work, of the Greenbook is deleted in its entirety and replaced by the following:

Items for which quantities are indicated as "Lump Sum," "L.S.," or "Job" will be paid for at the price indicated in the Proposal. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean up of site.

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.

9-3.2 PARTIAL AND FINAL PAYMENTS

The text of Subsection 9-3.2 of the Standard Specifications is deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the CITY for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Public Works Director for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

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 thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated

Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

9-3.3 DELIVERED MATERIALS

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

100-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a "Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the 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 -

**CITY OF MONTEREY PARK
REQUEST FOR PROPOSAL:
CENTRALIZED GROUNDWATER TREATMENT SYSTEM
April 21, 2016**

SECTION 1. GENERAL STATEMENT

1. Introduction

The City of Monterey Park is requesting the design and construction of a centralized groundwater treatment system at its Delta Avenue property (Delta Plant) at 2657 North Delta Avenue, in Rosemead, California. This *design-build* contract is commonly referred to as the Turnkey Method.

Each proposer will be required to use California state licensed engineers and contractors to prepare the design and will be expected to adhere to all the requirements of public works construction projects.

City's design approach and equipment are provided in Section 4. Within these guidelines each proposer is asked to submit a technical proposal that would produce the best overall project for the intended purpose.

The project is made possible by the 2015 Integrated Regional Water Management (IRWM) Prop 84 grant from the California Department of Water Resources. All requirements of the grant program must be met.

2. Background

The City provides potable water to residents and businesses in its service area from production wells located to the west, in the South El Monte Operable Unit (SEMOU), an area within the San Gabriel (groundwater) Basin contaminated by volatile organic compounds (VOCs), 1,4-dioxane, and (in the past) perchlorate. A plan of the San Gabriel Basin showing the City's service area, the SEMOU, and the interpreted distribution of VOCs in groundwater is presented in Figure 1. The locations of the City's production wells and pipelines are shown in Figure 2. As VOCs and other contaminants were detected in the City's production wells, it responded by installing wellhead treatment systems. Described below and shown in Figure 2, these treatment systems are a critical component of the effort coordinated by the U.S. Environmental Protection Agency (EPA) to hydraulically contain VOC contamination in the SEMOU and remove contaminant mass from the aquifer. Two of the City's production wells (Wells 12 and 15) are designated "remedy wells" in the Central Containment Area of the SEMOU and another (Well 5) is a designated remedy well in the Western Containment Area. In fact, at EPA's request, the City intentionally installed Well 15 in the most impacted area of the SEMOU to help achieve hydraulic containment and optimize mass removal. By agreement with EPA, the City is obligated to maintain a specified average extraction rate from each of its three remedy wells to qualify for reimbursement for its water treatment costs. Despite this reimbursement, the City's willingness to work with EPA and the other affected water purveyors has resulted in a huge administrative burden,

which is not reimbursable. Moreover, some of the City's wellhead treatment infrastructure has been overwhelmed by higher than anticipated VOC concentrations and is beginning to fail mechanically.

3. Prequalification Requirements

Proposals will be accepted only from proposers who have been determined by the City to be prequalified through the City's qualification process.

4. Project Schedule

The construction completion time estimate is 8 months. Assuming that the Notice to Proceed would be authorized on July 1, 2016, construction should be completed by February 28, 2017. The proposed time frame is as follows:

Item	Estimated Timeline
Proposal submittal due date	May 23, 2016
Technical proposals evaluation completion	June 6, 2016
Finalist recommended to City Council	June 15, 2016
Construction contracts executed	June 29, 2016
Pre-Construction meeting and Notice to Proceed issued	June 30, 2016
Contract begins	July 1, 2016
Design and Construction complete	February 28, 2017

5. Pre-proposal Conference and Site Visit

A pre-proposal conference and site visit will be held on April 28, 2016 at 10:00 AM at the Delta Plant, 2657 N. Delta Ave., Rosemead, CA. All prospective proposers are required to attend to familiarize themselves with the site and the conditions of the project.

5. Cost Limits

The project budget is \$8.3M.

6. Prevailing Wage Rates

California prevailing rates of wages for Los Angeles County are applicable to this project.

7. Building Permits and Fees

All permits and fees are the proposer's responsibility. Note that Delta Plant is located in the City of Rosemead, and the proposer must pay all Rosemead associated fees.

Work associated with the connection of utilities and services required for this project shall be constructed and installed according to the rules and regulations of the utility involved. The proposer shall adhere to all applicable codes and ordinances governing their installation. All costs for same are to be assumed by the proposer.

8. Liquidated Damages

The proposer must agree to pay as liquidated damages the sum of \$750.00 for each consecutive calendar day that the work required under the contract remains incomplete beyond the agreed upon schedule for the contract.

9. Bid Security

a. Each proposal will be accompanied by a Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Proposer's obligation to enter into a Contract with the City on the terms stated in the Proposal Form. 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 proposal.

b. If the successful Proposer fails to sign the Agreement and furnish all certificates of insurance and bid bond as specified in Appendix A within 10 working days, the disqualified Proposer 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 Proposal and the larger amount for which the City procures the Work.

c. 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."

d. The City will retain Bid Security until the occurrence of one of the following:

- 1) All items required by the RFP have been furnished and the Agreement has been signed by the successful Bidder and the City.
- 2) The specified time has elapsed during which proposals may be withdrawn.
- 3) All proposals have been rejected.

10. Firm Price

Proposals shall include costs on a firm, fixed-price basis. All submissions shall be made with the understanding that the price quotation remains in effect for a period of ninety (90) days from the proposal submittal due date.

Proposers are advised that the proposed price shall be firm, not subject to increase, unless additional components are required at the discretion of the City. Appendix B is the standard contract that will be executed with the successful bidder.

11. Clarifications Regarding the RFP

Proposers requiring clarification of the intent or content of the RFP or on procedural matters should contact Frank Heldman, at telephone (626) 307-1295 or FHeldman@montereypark.ca.gov. Such questions will be answered orally if deemed by the City to be a clarification of the original content of the RFP. If such questions alter the content of the RFP, an addendum will be issued.

12. Proposal Submittal

Proposals shall be received by the City not later than the time and date indicated in the cover page of this RFP. If proposal is sent by U.S. mail, it must be received on or before the required deadline. It is the proposer's responsibility to ensure that the proposal is received at the correct time and place. Mistakes or delays in the mail or other means of delivery employed by the proposer are the responsibility of the proposer.

13. Proposal Costs

Costs for developing and submitting proposals are the responsibility of the proposer. The City will not be responsible for any cost associated with this submittal.

14. Alternatives and Clarifications

Each proposal should be complete and definitive when submitted. While not necessarily encouraged, any prequalified individual or prequalified firm may submit more than one proposal. However, any such proposal must be submitted as a completely independent and separate proposal and must be identified and processed in accordance with these instructions. Awards may be made without any discussion or any contact with the proposers following the proposal opening. Therefore proposals should be self-explanatory and submitted on the most favorable terms from a price and technical standpoint which the proposer can submit to the City. Proposers should not assume that they will be contacted or afforded an opportunity to clarify, discuss or revise their proposal.

15. Reservation of Rights

The City reserves the right to reject any or all proposals, and to waive any informality or minor irregularity in any proposal.

16. Proprietary Data

A proposal may include proprietary data that the proposer does not want disclosed to the public. However, unless the proposer identifies such proprietary data, the City

cannot assume responsibility for the disclosure of such data. Therefore, proposers shall identify proprietary data specifically as such on every page where the same may be contained, in which event it will be used solely for the purpose of evaluating the proposal. The City will exercise reasonable care so that the data so identified will not be disclosed without the proposer's permission, except to the extent provided in any resulting agreement or to the extent required by law. This restriction does not limit the City's right to use or disclose any data contained in the proposal if it is obtainable from another source without restriction.

17. Use of Proposals

The City may use any or all ideas or concepts presented in any proposal. Selection or rejection of the proposal does not affect this right. All materials submitted in response to this RFP will become the property of the City.

SECTION 2. PROPOSAL REQUIREMENTS

1. Proposal Checklist

All proposals, in order to meet the minimum qualifications for submission, must include the following documents:

a. Cost Proposal Forms – Appendix A

Note that Proposer and Bidder are used interchangeably in the Appendix A forms. For the purpose of this RFP, the "Proposer" is also referred to as the "Bidder."

- ☐ Cost Schedule
- ☐ Designation of Subcontractors/subconsultants
- ☐ Equal Employment Opportunity Compliance/ Affirmative Action Certification
- ☐ Site Inspection
- ☐ Insurance Requirements
- ☐ Noncollusion Affidavit (Public Contract Code Section 7106)
- ☐ Public Contract Code Section 10162
- ☐ Public Contract Code Section 10232
- ☐ Public Contract Code Section 10285.1
- ☐ Notarized Bidder's Information
- ☐ Bid Bond

b. Technical Proposal

- ☐ Technical Proposal
- ☐ Qualifications

2. Cost Proposal

The Proposer must use the Cost Schedule form. Total cost shall include all materials, supplies, labor, etc., to complete the project, as specified in this RFP. The cost proposal shall be held firm and fixed for a period of ninety (90) days from the proposal submittal due date. The cost schedule shall include estimated annual operation and maintenance costs. This information will be used to evaluate the longterm costs for each of the proposals and award higher points to projects that may be more costly to build but save the City money in future operation and maintenance costs. If the proposer prescribes an alternative approach to the specifications, all details and costs must be provided.

3. Technical Proposal Requirements

a. Technical Proposal Summary

The summary should stress those elements that exceed the minimum standards that are provided in Section 4 and Section 5. Ongoing operations and maintenance of the system should be described in detail. Clearly identify the types and quantity of chemicals; frequency, duration and of maintenance, inspections, cleaning, replacements; energy usage; and downtime. Proposer must complete the annual O & M (maintenance and operations) section of the Cost Schedule form.

Proposer shall also provide a schedule showing proposed progress from Notice to Proceed, including design, permitting and start of construction through completion.

b. Equipment Specifications

Proposer shall provide specifications of all equipment for the new treatment system. If substitute equipment is proposed, proposer shall confirm that the standards will be met. Inadequate information about substitute equipment is grounds for rejection of approved equal.

c. Statement of Experience and Qualifications of the Team

Proposer shall detail experience and qualifications in performing the type of work required in these specifications. Of particular importance are similar projects that are currently still operating. Proposer shall describe the qualifications of its management staff who will have a key role in the project. Any changes to key management staff that are identified in the proposal are subject to City approval and can be grounds for rejection of the bid.

SECTION 3. EVALUATION CRITERIA

1. Evaluation Process

The evaluation committee may find that some clarification of a proposal is necessary and required for a fair and objective evaluation. In that event, such clarification will be requested in writing, and the proposer will be given an opportunity to respond in writing. Changes will neither be requested nor accepted during the evaluation process.

Clarifications, when requested, cannot change the bid price. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

2. Nonresponsive Proposals

During the evaluation process it may become apparent that one or more of the proposals do not qualify for consideration on the basis of evaluation deficiencies.

If so determined by the evaluation committee, these proposals will be returned to the proposer, with the deficiencies noted. The decision of the evaluation committee in this matter is final, and no appeal will be considered.

3. Evaluation Criteria

An evaluation panel will evaluate the Technical Proposals according to the criteria set forth and assign quality points according to the maximum for each category as follows:

1. Technical Proposal	400
Approach	
Schedule	
2. Qualifications of the Proposer	200
Expertise/Relevant Experience	
Similar Projects Currently Operating	
2. Equipment	400
Maintenance/Operations (costs, labor)	
Reliability/Downtime	
Warranty/Longevity	

Total Possible Quality Points	1,000
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The following equation will be used to determine the apparent finalist:

$$\frac{\text{Cost Proposal}}{\text{Quality Point Value}} = \text{Cost/Unit Quality}$$

The lowest quotient (cost per unit of quality) is thus determined and the apparent finalist recommended to the City Council for approval.

EXAMPLE: Proposal 001 - $\frac{\$7,200,000 \text{ cost}}{500 \text{ quality points}} = \$14,400 \text{ cost/quality}$

Proposal 002 - $\frac{\$7,500,000 \text{ cost}}{800 \text{ quality points}} = \$9,375 \text{ cost/quality}$

Proposal 003 - $\frac{\$7,800,000 \text{ cost}}{800 \text{ quality points}} = \$9,750 \text{ cost/quality}$

In this example, Proposal Number 002 is determined to be the apparent finalist. The best proposal does not necessarily represent the lowest cost submitted, but the lowest cost per unit of quality.

SECTION 4. PROGRAM REQUIREMENTS

The purpose of the centralized groundwater treatment system is to update the existing aging and inefficient individual wellhead treatment system to increase water supply and improve water quality.

Proposer shall be responsible for the proposed new treatment system meeting all requirements of the California Water Resources Control Board for potable drinking water.

Exhibit 1 – *Delta Ave. Plant Treatment System Upgrade* - is the 15% design.

1. Existing System

Existing wells and wellhead treatment system are part of the South El Monte Operable Unit (SEMOU) “Interim Remedy” to contain VOCs and remove contaminant mass from the affected aquifer. The centralized AO treatment system is needed to enable the City to meet EPA’s mandated pumping obligations for aquifer remediation to protect downgradient users in the San Gabriel Basin to the west and the Central Basin to the south.

The existing wellhead treatment systems employ various combinations of air stripping, liquid-phase granular activated carbon (LGAC) and ion exchange (IX) to remove VOCs and perchlorate. The City also operates two separate blending programs for arsenic and nitrate. Each of these systems has a separate Division of Drinking Water (DDW) permit and a separate monitoring and reporting program.

Exhibit 2 consists of plans for the existing Delta water treatment facility.

Exhibit 3 is the water quality data to include the most recent quarter report. The proposed treatment system must meet the influent water quality specifications and characteristics and contaminant removal requirements.

2. Increase Production

Well 5 has a single-pass LGAC treatment system consisting of five 20,000 pound LGAC vessels operated in parallel that has the capacity to treat 2,100 gpm of groundwater. Due to impaired sources, the system is currently reconfigured to provide “lead-lag” treatment (i.e., two pairs of vessels operating in parallel and series). The system head losses due to the conversion from single-pass to lead-lag operation restrict treatment system capacity to 1,200 gpm. The difference between 1,200 gpm and 2,100 gpm is 900 gpm or 1,450 AFY.

Wells 12 and 15 combined can sustainably produce 5,300 gpm of groundwater. However the packed tower air stripper has a flow through capacity of only 4,500 gpm. Building the centralized treatment system and removing the restrictions imposed by the existing air stripper would enable the City to increase production at Wells 12 and 15 from 4,500 gpm to 5,300 gpm. The difference between 4,500 gpm and 5,300 gpm is 800 gpm or 1,290 AFY.

Total increase in production would be $1,450 \text{ AFY} + 1,290 \text{ AFY} = 2,740 \text{ AFY}$.

3. Improve Water Quality

In recent years, Delta's wellhead treatment system has been overwhelmed by higher-than-anticipated VOC concentrations and recalcitrant VOCs. The Wells have also been impacted by 1,4-dioxane which is not removed by the existing treatment system.

The proposed treatment system is three triple Advanced Oxidation (AO) units operated in parallel with a fourth redundant triple AO unit. The proposed equipment is the TrojanUVPhox UV-oxidation treatment system. Approved equals would be considered.

The new treatment system shall reduce the concentration of VOCs to a maximum of 0.0677 mg/L and 1,4 dioxane to a maximum of 0.0012 mg/L.

SECTION 5. SCOPE OF WORK

1. Project Description

The City first responded to VOCs in groundwater by installing a packed tower air stripper to treat water from Wells 9, 12, and 15 (the latter two remedy wells) with off-gas treatment using vapor-phase granular activated carbon (VGAC). Since then, the City has been beset by challenges as emergent contaminants and recalcitrant VOCs were detected in its wells and as VOC concentrations soared to much higher than expected levels. As contamination spread in the SEMOU, the City was forced to add a liquid-phase granular activated carbon (LGAC) treatment system for Well 5 (another remedy well) and to add a separate LGAC treatment system for Wells 1, 3, 10 and Fern. Later, the City was forced to provide ion exchange (IX) treatment for Wells 9, 12, and 15 to remove perchlorate (although that treatment process is no longer needed) and to add LGAC as a secondary treatment train for the Well 9, 12, and 15 air stripper to comply with Division of Drinking Water (DDW) requirements. As VOC concentrations in Wells 12 and 15 increased, the design influent concentration of the air stripper was exceeded, resulting in breakthrough and VOC loading in the downstream LGAC, necessitating frequent LGAC changes to comply with DDW permit conditions. Frequent LGAC changes are also required for Well 5 due to the presence of 1,1-dichloroethane (1,1-DCA), a compound not effectively removed by LGAC. More recently, DDW has requested that the City treat its water to remove 1,4-dioxane, which is present in certain of its wells at concentrations above the current drinking water Notification Level (NL) of 1 microgram per liter ($\mu\text{g/L}$). The City has determined that this new DDW requirement to remove 1,4-dioxane will require an entirely new treatment process, specifically advanced oxidation (AO).

Rather than trying to integrate AO treatment into its existing infrastructure, the City has decided to consolidate its geographically separate and, in some cases, failing wellhead treatment systems into a new, central treatment system located at its Delta Plant in Rosemead. The central treatment system will utilize AO as the primary treatment process for VOCs and 1,4-dioxane with single-pass LGAC as the secondary treatment process. The centralized treatment system will enable the City to treat water from any combination of wells and, crucially, blend water from any combination of wells to address nitrates and other contaminants that are unrelated to the SEMOU. Moreover, a centralized treatment system will enable the City to consolidate its numerous and overlapping monitoring programs under a single DDW permit. The City plans to implement its centralized treatment system in three phases such that there is no interruption in its ability to meet consumer demand with water that meets or exceeds all applicable standards.

- **Phase 1** (the subject project): AO equipment will be installed at its Delta Plant with the capacity to treat up to 7,400 gallons per minute (gpm), the maximum combined production from its three remedy wells (Wells 5, 12, and 15). The ten currently unused, 20,000 pound IX vessels from the former perchlorate treatment train will be repurposed to provide single-pass LGAC treatment downstream of the AO system as the DDW-mandated secondary treatment process. A new pipeline will be installed between Well 5, located to the southwest (Figure 2), and the Delta Plant. Once the AO system has proven effective to DDW's satisfaction, the packed tower air stripper located near Well 12 will be retired, as will the associated single-pass LGAC secondary treatment train, freeing-up six 20,000-pound vessels for use in Phase 2.
- **Phase 2:** Additional AO treatment capacity will be installed, the six 20,000 pound LGAC vessels freed-up in Phase 1 will be used to provide additional single-pass LGAC treatment capacity, and water from Wells 1, 3, 10, and Fern will be routed to the AO system. The Phase 2 AO system will have the capacity to handle this increased flow (up to 10,400 gpm total) although the degree of redundancy would be reduced. Once AO for Wells 1, 3, 5, 9, 10, 12, 15, and Fern is proven effective, the existing double-pass (lead-lag) LGAC treatment system for Wells 1, 3, 10, and Fern will be retired, freeing-up twelve 20,000 pound vessels for use in Phase 3 (although not all will be required).
- **Phase 3:** Two of the twelve 20,000 pound LGAC vessels freed up in Phase 2 will be used to provide additional single-pass LGAC treatment capacity and water from Wells 7 and 8 will be routed to the AO system. At this maximum build-out, the centralized treatment system will enable the City to treat the maximum production from its three remedy wells (7,400 gpm) plus up to 3,000 gpm from any combination of its other wells.

Related infrastructure upgrades, which could be implemented in conjunction with Phases 2 or 3 include new treated water storage capacity and new booster pumps to pressurize the City's distribution system. Conceptual (15 percent) design drawings for

the central treatment system are provided as Exhibit 1, although the new treated water storage tanks and new booster pumps have been deleted from Phase 1 based on the availability of funding.

2. Tasks

As noted above, the City believes AO can cost-effectively remove 1,4-dioxane and all but one of the VOCs routinely detected in groundwater. The exception, 1,1-DCA typically has been detected only in Well 5 and only at very low concentrations so the City believes it will be blended to nondetectable concentrations in the existing settling tanks prior to distribution. With respect to AO, the City has so far worked exclusively with Trojan Technologies (Trojan) and that company's TrojanUVPhox™ equipment (Attachment B) is the basis for the City's 15 percent design (Attachment A). Specifically, the 15 percent design is based on using up to five Model D72AL75 TrojanUVPhox™ reactors operated in parallel and series, although only three units are planned for Phase 1 of the project. In 2012, Trojan conducted bench-scale testing of groundwater samples from several of the City's production wells, including Wells 5, 12, and 15, and is willing to guarantee in writing that its TrojanUVPhox™ equipment will meet the City's effluent water quality requirements, as outlined below. The scope of work outlined below allows for "or equal" AO treatment equipment, however, the successful D-B contractor or its "or equal" equipment vendor will be required to make the same guarantee.

a. Design and Construction

The City is open to suggestions or alternate approaches to reduce capital costs, reduce operation and maintenance (O&M) costs, and/or improve efficiency, but as currently envisioned, Phase 1 of the central treatment system project is expected to include, but not necessarily be limited to, the following:

- 1) Permits. Initiate a Policy Memo 97-005 permit application with the DDW. As the City's existing wellhead treatment systems have all been through the Policy Memo 97 005 process, the City anticipates that a streamlined process should be possible for the subject Phase 1 project. An important component of the Policy Memo 97-005 process will be to establish a streamlined but effective monitoring and reporting program.
- 2) CEQA. Assist the City with the California Environmental Quality Act (CEQA) process for the Phase 1 project. The City has already initiated the CEQA process with the City of Rosemead as the permitting agency and expects to file a "notice of exemption," or, at worst, a "mitigated negative declaration."
- 3) Geophysical/Soils Analysis. Conduct geophysical and other investigations as appropriate to locate existing subsurface pipelines and utilities that might interfere with the work outlined below. Conduct soils/geotechnical investigations as appropriate to provide foundation and other design parameters.

- 4) Electrical Equipment. Evaluate the existing electrical infrastructure at the Delta Plant to ensure there is enough capacity to operate the AO system at full build-out. If the electrical capacity at the facility is inadequate, design and install new and/or additional equipment to accommodate full build-out.
- 5) Vessels. Inspect the ten 20,000 pound IX vessels to determine the condition of their interior coatings and the internal screens, distribution piping, and the like. Note that these vessels were emptied, inspected, and judged by the manufacturer to be in good condition before they were mothballed in 2011. The City does not expect that any repairs will be required although the vessels will have to be re-piped for single pass operation.
- 6) Vertical Turbine Pumps. Evaluate the existing vertical turbine pumps in Wells 5, 9, 12, and 15 for compatibility with the new AO/LGAC system, including their efficiency and cost-effectiveness compared to new pumps selected specifically for the purpose. It is noted in this regard that the existing pump in Well 5 pumps water through two pairs of 20,000-pound LGAC vessels operated in parallel and series and directly into a distribution main pressurized at 150 pounds per square inch (psi). The existing pumps in Wells 9, 12, and 15 currently pump water to the top of the packed tower air stripper at Well 12 (Figure 2). When the central treatment system is operational, the pumps in Wells 5, 9, 12, and 15 will have to pump water to the Delta Plant, through the AO units and the downstream LGAC vessels, and into the City's existing settling tanks. Based on its evaluations, the selected D-B contractor will make recommendations to the City for new well pumps as appropriate; however, the City's strong preference is to utilize the existing pumps although not necessarily in the wells they are currently installed in. Recommendations for new pumps should be supported by a compelling argument that they would be more efficient and cost-effective than the existing pumps.
- 7) Programmable Logic Controller. The Advanced Oxidation Treatment Plant shall be furnished with a local Programmable Logic Controller (PLC); complete with rack, digital input/output modules, analog input/output modules, Ethernet communication interface, power supplies, and cables/connectors as required.

The PLC shall be of rugged and modular construction. It shall be suitable for reliable operation in an industrial environment where high temperature, dust, and heat are prevalent. It shall be field expandable in design to accommodate future increase in memory and I/O.

The PLC shall be housed and wired in a Control Panel with an appropriate NEMA rating. Thermal management of the Control Panel shall be taken consideration. All equipment in the Control Panel shall be properly fused for protection.

The PLC shall be programmed to monitor and control the Treatment Plant. All statuses and signals shall be wired to the PLC. The PLC shall perform the logic functions necessary for the Treatment Plant.

The final design shall include the following drawings to be submitted for review:

- General PLC Control Panel and Layout Drawings
- PID Drawings
- Instrumentation Details

The Programmable Logic Controller (PLC) shall be Allen Bradley CompactLogix.

The programming for the PLC shall be performed by the City's System Integrator, Control Automation Design.

- 8) Foundation for TrojanUVPhox. Design and construct a foundation pad large enough to accommodate five Model D72AL75 TrojanUVPhox™ reactor units, the maximum number of Trojan units likely to be required for complete project build-out (i.e., Phases 1, 2, and 3). Provision may also have to be made to accommodate five bag filter housings if the D-B contractor believes filtration is necessary. An open-sided canopy or partially enclosed structure will be required to cover the Trojan equipment and the associated electrical cabinets. If "or equal" AO equipment is proposed, this foundation pad may have to be larger than shown in the 15 percent design drawings.
- 9) Foundation for HDPE. Design and construct a foundation pad large enough to accommodate a high-density polyethylene (HDPE) above ground storage tank (AST) to store hydrogen peroxide solution. The AST must be double-walled with a nominal capacity of 6,500 gallons and should be surrounded by a suitably-sized secondary containment structure.
- 10) Foundation for LGAC. Design and construct a foundation pad large enough to accommodate up to 18 single-pass 20,000 pound LGAC vessels and associated piping. As envisioned in the 15 percent design drawings, this pad overlies the City's existing LGAC backwash water reservoir, which would have to be at least partially backfilled.
- 11) Foundation for pH. Design and construct a foundation large enough to accommodate a pH adjustment system, currently expected to consist of two ASTs, one for acid and one for caustic, and the associated metering pumps and piping. The City anticipates that concrete secondary containment structures will be required around each of these ASTs.

- 12) Foundation for AST. Design and construct a foundation pad large enough to accommodate two 20,000-gallon ASTs to store backwash water from the LGAC system.
- 13) AO Equipment. Procure and install three Model D72AL75 TrojanUVPhox™ units (or equal) and the associated controls, hydrogen peroxide AST, and metering pumps. Each of these units features a total of nine SS316L reactor chambers configured in three trains of three-high. If “or equal” reactors are proposed, the D-B contractor or the equipment manufacturer must provide a written guarantee of their effectiveness. Although not a requirement, the City notes that Trojan provides all of the required equipment as a “package,” complete with telemetry to automatically reorder peroxide solution as needed,. Note also that the peroxide AST, metering pumps, and related must be sized to service up to five Model D72AL75 TrojanUVPhox™ units although only three units are included in the subject Phase 1 project. The installed AO equipment must be able to achieve nondetectable levels of 1,4-dioxane and VOCs (except 1,1-DCA and trihalomethanes) in the treated water from Wells 5, 12, and 15. For the purpose of this SOW, the detection limit for VOCs and 1,4-dioxane shall be 0.5 µg/L. The intent of this SOW is that the AO system effluent should operate such that downstream LGAC loading (see below) is negligible. Recent groundwater quality data for Wells 5, 12, and 15 are included as Exhibit 3.
- 14) IX Vessels Reconfiguration. Remove the ten 20,000 pound IX vessels from their foundation pad, reinstall them on the new LGAC equipment pad, and charge them each with 20,000 pounds of LGAC. Currently, virgin coal is used however an alternative will be considered. Note that the IX vessels are currently configured for parallel and series (lead/lag) operation but will be required to operate in parallel (single pass) configuration only for the purposes of this SOW.
- 15) Sodium Hypochlorite Generation System. The existing PSI Process Solutions, Mico Chlor, MC-160, 160 lb per day shall be upgraded to a 200 lb. per system.

Contractor shall furnish and install the following equipment as required for upgrade:

- D.C. Rectifier step-down transformer
- Vertical V-ray cells
- Replace all rack assembly piping
- Water softener
- Responsible for programming PLC & HMI,

- Deliver all PLC and HMI codes. This includes, but is not limited to programming, software, and applications developed specifically for owner
- Perform functional, performance, and start-up testing
- Submit an Operation and Maintenance manuals
- Train personnel and provide instructions in the operation
- Conduits, piping, wiring, pumps

16) pH Adjustment System. Procure and install the pH adjustment system and the backwash ASTs on the new foundation pads.

17) DIP. Locate and expose the incoming, 18-inch-diameter ductile iron pipe (DIP) from Wells 9, 12, and 15 in the southeast corner of the Delta Plant. Install a “tee” and a new, 18-inch-diameter, below ground DIP to the new AO treatment system via a suitably-sized (~24-inch) header.

18) Alhambra Wash Pipeline. Install a new ~12-inch-diameter pipeline from Well 5 to the Delta Plant and connect it to the new AO system via a suitably-sized (~24-inch) header. The obvious route for this new pipeline is in an easement within the Southern California Edison (SCE) right-of-way (ROW) southwest of the Delta Plant. A tentative pipeline alignment is shown in Figure 2. The City has initiated the easement process with SCE but the selected D-B contractor will be required to complete it. SCE has indicated a strong preference for a PVC pipeline to avoid cathodic protection and corrosion issues associated with its overhead high voltage lines. SCE has also indicated that Public Utilities Commission (PUC) approval for such an easement will be required. The new pipeline will also have to cross Alhambra Wash (Figure 2). The City has initiated discussions with the Los Angeles County Flood Control District (LACoFCD), which has indicated that utility crossings are possible but may require U.S. Army Corps of Engineers (USACE) approval. The SCE easement, the utility crossing over Alhambra Wash, and the associated PUC and USACE review processes have the potential to significantly impact the City's project schedule and, in a worst case, could preclude a new pipeline from Well 5. In the case of a delay only (i.e., a new pipeline is achievable), the selected D-B contractor should construct as much of the Phase 1 project as possible and defer the new pipeline from Well 5 to a separate, later mobilization. If a new pipeline is precluded, Well 5 may have to be dropped from the Phase 1 project; however, the City is open to suggestions regarding alternate means of connecting Well 5 to the central treatment system. If Well 5 is dropped, the City would expect a significant deduction.

19) LGAC Piping. Install piping between the new AO system and the downstream LGAC system and between the LGAC system and the



EXPLANATION

- EXISTING CITY OF MONTEREY PARK WATER PIPELINE
- PROPOSED 12-INCH DIA CITY OF MONTEREY PARK WATER PIPELINE
- CITY OF MONTEREY PARK WELL
- PARCEL LINE

REFERENCE:
USGS AERIAL PHOTOGRAPH
DATED: DECEMBER 2010



FIGURE 2
WELL 5 TO DELTA PIPELINE
CITY OF MONTEREY PARK
CENTRALIZED GROUNDWATER
TREATMENT SYSTEM
ROSEMEAD, CALIFORNIA



City's existing settling tanks. Connect the pH adjustment systems and LGAC backwash piping. Tentative pipeline alignments and diameters are shown on the 15 percent design plans (Exhibit 1).

- 20) SCADA. The Treatment Plant PLC shall communicate with the City's existing SCADA System. The new AO and LGAC system shall be integrated with the City's existing System Control and Data Acquisition (SCADA) system such that it can be controlled remotely and from the City's existing control building at the Delta Plant.

The SCADA System consists of (2) central computers located at Delta Plant. The computers are setup as primary and secondary with Wonderware software.

The central computers shall read/write to the PLC, perform monitoring of the Treatment Plant, collect historical data, and execute alarm notification.

The PLC shall communicate to the central computers via TCP/IP. The communication shall be through either a wired/wireless system. If the distance from the PLC to the central computers exceed Ethernet's maximum length, a wireless solution shall be furnished using Ethernet radios.

The Ethernet radios shall be of a rugged construction; capable of point-to-multipoint communication. Height of the antennas shall be determined in the final design.

The integration and programming for the SCADA System and Ethernet radios shall be performed by the City's System Integrator, Control Automation Design.

- 21) Bypass Piping. Design and install piping to bypass the existing packed tower air stripper at Well 12 without impairing its effectiveness or the City's ability to run water through it. It will be necessary to temporarily bypass the air stripper during the start-up and testing phase of the Phase 1 project.

- 22) Operation during Construction. Work with the City to ensure it has the ability to serve its customers throughout construction of the Phase 1 project. When, for example, it is necessary to temporarily shut down one or more of Wells 5, 9, 12, or 15, or the associated wellheads treatment systems, the City must have the ability to provide make-up water from its other wells. As such, the selected D-B contractor will have to work around the City's other wells and infrastructure.

b. Start-Up and Testing

Once Phase 1 construction is complete, the selected D-B contractor will be required to start-up/shake-down the new AO/LGAC system and demonstrate its effectiveness to the City's and DDW's satisfaction. The details have not yet been worked out with DDW but the City anticipates the effectiveness demonstration will involve intermittently routing water from Wells 5, 12, 15, and (to a lesser extent) Well 9, in different proportions, through the new AO system while varying the peroxide injection rate and collecting AO effluent samples for analysis. The City believes a two-week start-up and testing period should be more than adequate. After the two-week start-up and testing period, treatment using the existing wellhead systems would resume until DDW issues a new permit for the new system.

c. Post-Construction and Testing

The following are required once the selected D-B contractor has demonstrated the effectiveness of the new AO system to the City's and DDW's satisfaction:

- 1) Prepare as-built drawings of the completed Phase 1 project and provide them to the City in hard copy, as a single, book-marked PDF file, and in AutoCAD format.
- 2) Prepare an O&M manual for the completed Phase 1 project in hard copy and as a single, book-marked PDF file with AutoCAD files for any graphics.
- 3) Provide system O&M training to City personnel.
- 4) Permanently bypass the packed tower air stripper at Well 12 and then remove it and the associated acid storage and metering system and dispose or recycle the components/debris as appropriate. The City's strong preference is for the permanent bypass piping to be largely if not entirely below ground.
- 5) Demolish the now vacant IX vessel foundation pad, dispose of the debris as appropriate, and pave the vacated area with asphalt.

d. Optional Task

Procure and install new pumps in Wells 5, 9, 12, and/or 15 as appropriate based on the evaluations above. As previously noted, the City's strong preference is to utilize the existing pumps although not necessarily in the wells they are currently installed in.

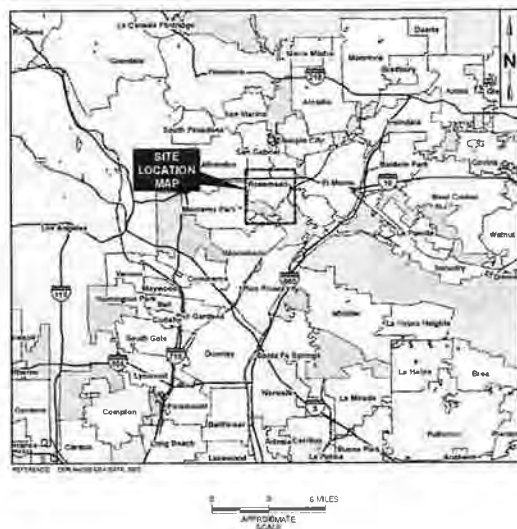
DELTA AVENUE PLANT TREATMENT SYSTEM UPGRADE

ROSEMEAD, CALIFORNIA 91770

INDEX OF DRAWINGS

- G01 INDEX OF DRAWINGS, SITE VICINITY MAP, AND SITE LOCATION MAP
G02 LEGEND, GENERAL NOTES, AND ABBREVIATIONS
G03 EXISTING SITE PLAN
P01 PROCESS FLOW DIAGRAM FOR EXISTING CONDITIONS
P02 PROCESS FLOW DIAGRAM FOR PROPOSED UPGRADES
C01 SITE PLAN WITH PHASED IMPLEMENTATION

SITE VICINITY MAP



SITE LOCATION MAP



AVOCET
ENVIRONMENTAL, INC.

18 TECHNOLOGY DRIVE SUITE 154



CITY OF MONTEREY PARK
320 WEST NEWMARK AVENUE
MONTEREY PARK, CALIFORNIA 91754

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AS NOTED
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IF NOT 1 INCH ADJUST
SCALE ACCORDINGLY

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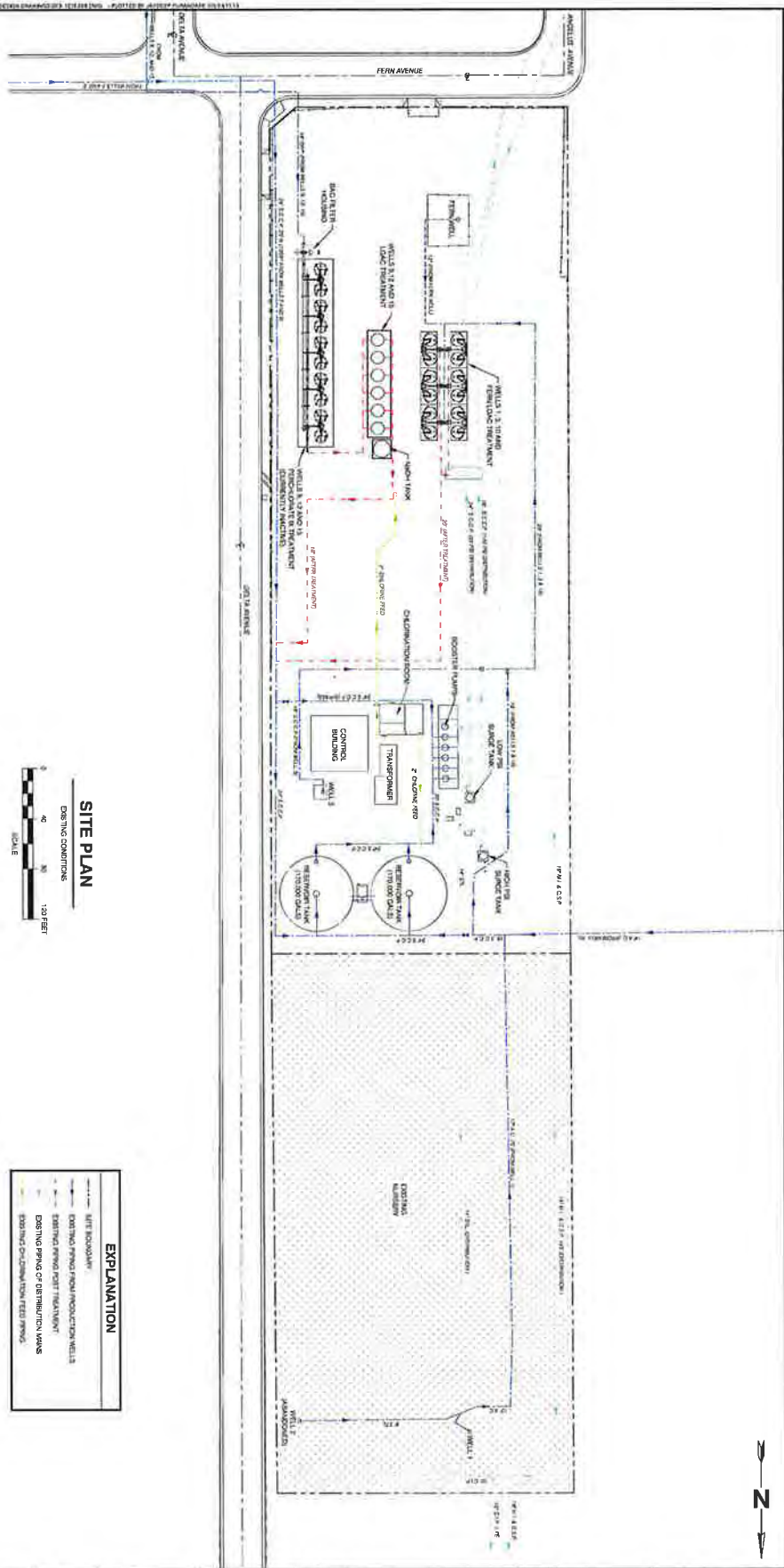
**DRAWINGS AND
LOCATION**

G01

Exhibit 1

ABBREVIATIONS

NOTES:
 1. EXISTING AND PROPOSED PIPE
 SIZES AND TYPES TO BE VERIFIED



SITE PLAN
 DISTINGUISHING
 0 40 80 120 FEET
 SCALE

EXPLANATION	
---	WELL BODIES
---	EXISTING PIPING FROM PRODUCTION WELLS
---	EXISTING PIPING FROM TREATMENT
---	EXISTING PIPING FROM DISTRIBUTION TANKS
---	EXISTING PIPING FROM TREATMENT

G03 SHEET 1 OF 1 REVISION	EXISTING SITE PLAN DELTA AVENUE PLANT TREATMENT SYSTEM UPGRADE MONTEREY PARK, CALIFORNIA	AS NOTED BAR SHOULD BE EXACTLY 1 INCH LONG IF NOT 1 INCH ADJUST SCALE ACCORDINGLY	CITY OF MONTEREY PARK 300 WEST MONTEREY AVENUE MONTEREY PARK, CALIFORNIA 91754	AVOCET ENVIRONMENTAL, INC. 19 TECHNOLOGY DRIVE, SUITE 154 BIRMGHAM, CALIFORNIA 92603-2297
	DATE: 04/11/13 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	SCALE: 1" = 120'	REVISIONS: [Table with 2 columns: Description, Date]	PROJECT NO: [Number]

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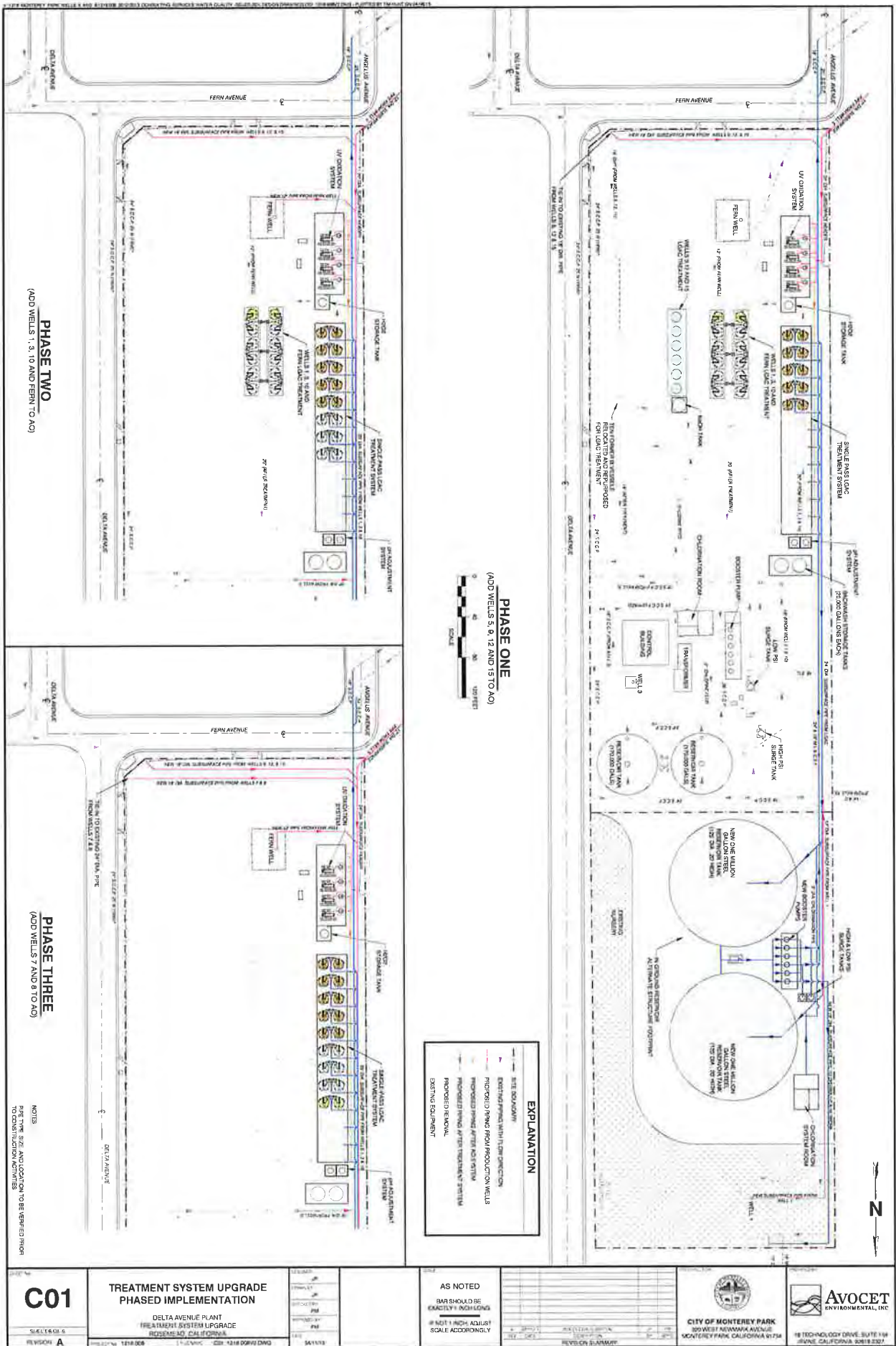


Exhibit 2

Exhibit 2 includes engineering plans for the following Delta facilities:

- Chlorination Building
- Telemetry Installation Recording
- Well 10 and Booster Pump 4
- Booster Pump 7
- Water System Improvements
- Building Plans
- Single Phase GAC Treatment Facility
- Perchlorate Removal System
- 12 in. Tie-in Connection
- Water Discharge Line
- Pump Improvements
- Drain Piping and Paving
- GAC Treatment Facility
- Water Works Improvements

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCP)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavalent Chromium 6	Nitrates	Arsenic
			MCL	5	5	5*	.005NL**	3NL**	6	6	6	50***	45	10
			Units	ug/L	ug/L	ug/L	ng/L	ug/L	ug/L	ug/l	ug/l	ug/l	mg/l	ug/l
CMP Well 1	370-391	Intermediate	4th/04	9.4	0.8	<0.5	---	---	3.2	---	---	---	---	---
			1st/05	13	3	0.6	---	---	2.7	---	---	---	---	---
			2nd/05	16	2.9	0.7	---	---	4.5	---	---	---	---	---
			3rd/05	19	1.6	<0.5	<.005	---	<4	---	---	---	---	---
			4th/05	26	1.2	<0.5	<.005	ND	<2	---	---	5.5	14	---
			1st/06	19	---	<0.5	<.005	---	<2	---	---	---	ND	---
			2nd/06	21	0.9	<0.5	<.005	---	<2	---	---	---	11	---
			3rd/06	21	0.5	<0.5	<.005	ND	<2	---	---	---	9.7	---
			4th/06	32	0.8	<0.5	ND	---	ND	---	---	---	12	---
			1st/07	24	0.6	---	ND	---	ND	---	---	4	11	---
			2nd/07	33	0.6	---	ND	---	ND	---	---	2.7	11	---
			3rd/07	30	0.6	---	ND	---	ND	---	---	---	10	---
			4th/07	27	ND	ND	ND	ND	ND	ND	ND	ND	13	---
			1st/08	29	ND	ND	ND	---	<4	ND	ND	ND	9.7	---
			2nd/08	35	ND	ND	ND	---	<4	ND	ND	ND	12	---
			3rd/08	25	ND	ND	ND	---	ND	---	---	---	9.1	---
			4th/08	42	0.7	ND	ND	---	ND	---	---	---	15	---
			1st/09	51	0.6	ND	ND	---	ND	---	---	---	15	ND
			2nd/09	51	0.57	ND	ND	---	ND	---	---	---	17	ND
			3rd/09	29	ND	ND	ND	---	ND	---	---	---	12	ND
			4th/09	51	0.6	ND	ND	---	ND	---	---	---	16	ND
			1st/10	35	ND	ND	ND	---	ND	---	---	4.1	17	ND
			2nd/10	35	ND	ND	ND	---	ND	---	---	---	18	ND
			3rd/10	NOT IN SERVICE										
			4th/10	NOT IN SERVICE										
			1st/11	NOT IN SERVICE										
			2nd/11	14	ND	ND	ND	---	ND	---	---	---	9.2	ND
			3rd/11	36	0.64	ND	ND	ND	ND	ND	ND	---	19	ND
			4th/11	32	0.80	ND	ND	ND	ND	ND	ND	---	20	ND
			1st/12	28	0.63	ND	ND	ND	ND	ND	ND	---	18	ND
			2nd/12	40	0.67	ND	ND	ND	ND	ND	ND	---	20	ND
			3rd/12	24	0.92	ND	ND	ND	ND	ND	ND	---	19	ND
			4th/12	20	1.00	ND	ND	ND	ND	ND	ND	---	21	ND
			1st/13	21	0.97	ND	ND	0.51	ND	ND	ND	---	20	ND
			2nd/13	22	1.10	ND	ND	ND	1.7	ND	ND	---	22	1.0
			3rd/13	17	0.82	ND	ND	ND	0.91	ND	ND	---	16	0.84
			4th/13	11	1.00	ND	ND	ND	ND	ND	ND	---	20	ND
			1st/14	13	1.30	ND	ND	ND	ND	ND	ND	3.9	24	ND
			2nd/14	9.9	1.20	ND	ND	ND	ND	ND	ND	---	18	ND
			3rd/14	7.0	1.20	ND	ND	ND	1.0	ND	ND	---	17	ND
			4th/14	8.0	1.70	ND	ND	ND	ND	ND	ND	---	21	ND
			1st/15	8.8	1.60	ND	ND	ND	ND	ND	ND	---	21	ND
			2nd/15	9.2	1.40	ND	ND	ND	ND	ND	ND	---	18	0.81
			3rd/15	10.0	1.50	ND	ND	ND	ND	ND	ND	---	22	ND
			4th/15	10.0	1.50	ND	ND	ND	ND	ND	ND	---	22	ND

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	MCL Units	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCP)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavelum Chromium 6	Nitrates	Arsenic
CMP Well 3	214-414 444-764	Intermediate													
			4th/04	12.3	5	5	5*	.005NL**	3NL**	6	6	6	50**	45	10
			1st/05	18	1	1	<0.5			ND					
			2nd/05	12	1.6					<2					
			3rd/05	20	2		<0.5	<0.05		<4	ND	ND	1.7		
			4th/05	11	1.4		<0.5	<0.05	ND	<2					
			1st/06	9.7	1.4		<0.5	<0.05		<2				5.1	
			2nd/06	15	12		<0.5	<0.05		<2				4.9	
			3rd/06	14	1.9		<0.5	<0.05		<2				6.6	
			4th/06	13	1.6									5.4	
			1st/07	14	1.7					ND			2.0	5.8	
			2nd/07	14	ND					ND			ND	4.9	
			3rd/07	14	1.5					ND				5.6	
			4th/07	10	0.8		ND			ND			ND	5.5	
			1st/08	13	1.3		ND			<4	ND	ND		5.2	
			2nd/08	13	0.9		ND			<4	ND	ND		5.2	
			3rd/08	14	1.2					<4				6.1	
			4th/08	13	1.3					<4				5.3	
			1st/09	15	1.2									4.5	4.6
			2nd/09	15	ND									4.7	4.9
			3rd/09	15	0.87									4.8	4.7
			4th/09	19	0.56									3.8	4
			1st/10	19	1.1					ND				4.9	4.9
			2nd/10	17	1.0									4.9	5.1
			3rd/10	19	0.99									5.6	3.8
			4th/10	24	0.94									6.2	4.4
			1st/11	20	1.2									5.2	4.8
			2nd/11	15	0.85									3.0	4.8
			3rd/11	26	0.96									5.8	5.4
			4th/11	27	1.20		ND							5.8	4.8
			1st/12	11	0.93		ND			ND	ND	ND		3.1	6.3
			2nd/12	28	0.92		ND			ND	ND	ND		6.3	5.6
			3rd/12												
			4th/12												
			1st/13												
			2nd/13												
			3rd/13												
			4th/13												
			1st/14												
			2nd/14												
			3rd/14												
			4th/14												
			1st/15												
			2nd/15												
			3rd/15												
			4th/15												

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCP)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavelum Chromium 6	Nitrates	Arsenic
CMP Well 5	170-570	Intermediate	MCL Units	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	mg/L	ug/L
			4th/04	6.1	3.6	0.7	ND	ND	<4	ND	ND	ND	ND	ND
CMP Well 5	170-570	Intermediate	1st/05	7.1	3.8	0.9	ND	ND	<4	ND	ND	ND	ND	ND
			2nd/05	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
			3rd/05	7.7	4.6	0.9	ND	ND	2.4	1.7	ND	4.3	ND	ND
			4th/05	15	4.8	1.2	ND	ND	4.5	ND	ND	ND	17	ND
			1st/06	17	4.6	1.2	ND	ND	3.8	ND	ND	ND	17	ND
			2nd/06	23	5.5	1.4	ND	ND	3.9	ND	ND	ND	18	ND
			3rd/06	27	5.2	1.1	1.8	ND	4.5	ND	ND	ND	18	ND
			4th/06	21	4.4	0.8	ND	ND	3.2	1.3	ND	ND	18	ND
			1st/07	19	3.8	0.7	ND	ND	3.2	1.3	ND	4.1	18	ND
			2nd/07	27	4.8	0.99	ND	ND	2.9	1.7	ND	1.2	17	ND
			3rd/07	43	6.3	1.3	ND	ND	2.7	2.1	0.6	ND	19	ND
			4th/07	36	5.1	1.1	ND	1.5	2.5	2	0.6	ND	19	ND
			1st/08	36	4.4	0.8	ND	1.7	<4	1.5	0.8	ND	19	ND
			2nd/08	32	4.2	0.9	ND	ND	<4	1.5	ND	ND	20	ND
			3rd/08	34	5.1	1	ND	ND	<4	1.8	0.58	ND	20	ND
			4th/08	33	4.8	1	ND	2	<4	1.8	0.55	ND	22	ND
CMP Well 5	170-570	Intermediate	1st/09	32	4.5	0.74	ND	1.9	1.9	1.4	ND	ND	20	ND
			2nd/09	28	4.4	0.81	ND	2.1	2.0	1.5	ND	ND	22	ND
			3rd/09	25	3.4	0.66	ND	1.4	2.0	1.2	ND	ND	18	ND
			4th/09	21	3.1	0.62	ND	1.7	ND	1	ND	4.7	18	ND
			1st/10	31	3.9	0.79	ND	1.2	<2	1.5	ND	4.6	22	ND
			2nd/10	25	3.2	0.66	ND	0.96	1.2	1.2	ND	ND	22	ND
			3rd/10	29	3.7	0.68	ND	1.7	ND	1.3	ND	ND	20	ND
			4th/10	25	3.1	0.72	ND	1.8	ND	1.3	ND	ND	23	ND
			1st/11	25	3.5	0.72	ND	1.3	ND	1.3	ND	ND	19	ND
			2nd/11	27	3.3	0.62	ND	1.4	ND	1.1	ND	ND	18	ND
			3rd/11	26	3.2	0.61	ND	1.4	1.1	1.1	ND	ND	20	ND
			4th/11	25	3.4	0.62	ND	1.0	ND	1.2	ND	ND	19	ND
			1st/12	21	2.6	ND	ND	1.2	1.2	0.8	ND	ND	18	ND
			2nd/12	23	2.3	0.46	ND	0.98	0.86	0.66	ND	ND	19	ND
			3rd/12	31	2.8	0.55	ND	1.3	0.88	1.2	0.26	ND	19	ND
			4th/12	25	2.1	0.25	ND	0.96	0.66	0.59	0.20	ND	18	ND
CMP Well 5	170-570	Intermediate	1st/13	25	1.5	0.31	ND	0.70	1.5	0.55	ND	ND	20	ND
			2nd/13	29	2.5	0.44	ND	0.77	1.5	0.75	0.26	ND	21	ND
			3rd/13	39	3.2	0.58	ND	0.92	1.2	0.99	0.32	ND	22	ND
			4th/13	31	2.4	0.41	ND	0.91	1.4	0.70	0.25	ND	21	ND
			1st/14	32	1.3	0.32	ND	0.63	0.64	0.55	0.22	4.6	23	ND
			2nd/14	34	2.5	0.41	ND	0.81	1.5	0.69	0.36	ND	21	ND
			3rd/14	35	2.3	0.46	ND	0.93	1.8	0.77	0.39	ND	23	ND
			4th/14	33	1.7	0.46	ND	0.85	0.83	0.72	0.39	ND	26	ND
			1st/15	27	2.2	0.35	ND	0.70	1.2	0.54	0.37	ND	24	ND
			2nd/15	27	1.6	0.29	ND	0.82	1.1	0.49	0.28	ND	24	ND
			3rd/15	27	1.8	0.32	ND	0.89	1.1	0.52	0.30	ND	25	ND
			4th/15	28	0.96	ND	ND	0.85	1.2	ND	ND	ND	25	ND

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	MCL Units	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCP)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavelum Chromium 6	Nitrates	Arsenic
CMP Well 6 1998	150-425 490-496 580-586	Intermediate	4th/04	5	3	3.3	0.5				6	6	50 ^{mg}	45	10
			1st/05	4	2.9	0.5					1.2				
			2nd/05	3.1	3.1	0.6					1.2		3.4		
			3rd/05												
			4th/05												
			1st/06												
			2nd/06												
			3rd/06												
			4th/06												
			1st/07												
			2nd/07												
			3rd/07												
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			2nd/14												
			3rd/14												
			4th/14												
			1st/15												
			2nd/15												
			3rd/15												
			4th/15												

			Sample Date (qtr/year)												
Well	Screen Interval (feet bgs)	Aquifer	MCL Units	5 ug/L	5 ug/L	5* ug/L	.005NL** mg/L	3NL** ug/L	6 ug/L	6 ug/L	6 ug/l	50*** ug/l	45 mg/l	10 ug/l	
			Tetrachloroethene (PCE)		Trichloroethene (TCE)		1,1-Dichloroethane (1,1-DCA)		1,2,3-Trichloropropane (1,2,3-TCP)		1,4-Dioxane		(See Note)		
									Perchlorate		CIS1,2 Dichloroethlyene (cis-1,2-DCE)		1,1-Dichloroethlyene (1,1-DCE)		
											Hexovelum Chromium 6		Nitrates		
													Arsenic		
CMP Well 7			1st/10	3.9	ND	ND	ND	ND	ND	ND	ND	5.4	ND	ND	
			2nd/10	5.3	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	
			3rd/10	6.1	ND	ND	ND	ND	ND	ND	ND	ND	2.7	ND	
			4th/10												
			1st/11												
			2nd/11												
			3rd/11												
			4th/11												
			1st/12												
			2nd/12												
CMP Well 8			3rd/12												
			4th/12												
			1st/13												
			2nd/13												
			3rd/13												
			4th/13												
			1st/14												
			2nd/14												
			3rd/14												
			4th/14												
CMP Well 9			1st/15												
			2nd/15												
			3rd/15												
			4th/15												
			1st/10	1.0	ND	ND	ND	ND	ND	ND	ND	2.8	ND	11	
			2nd/10	0.70	ND	ND	ND	ND	ND	ND	ND	ND	ND	11	
			3rd/10	0.92	ND	ND	ND	ND	ND	ND	ND	ND	ND	12	
			4th/10	8.3	ND	ND	ND	ND	ND	ND	ND	2.1	ND	11	
			1st/11	8.6	ND	ND	ND	ND	ND	ND	ND	ND	2.4	9.2	
			2nd/11	0.64	ND	ND	ND	ND	ND	ND	ND	ND	ND	13	

CMP Well 14	4th/12	0.61	ND	ND	ND	ND	ND	ND	---	---	0.90	12
	1st/13	0.54	ND	ND	ND	ND	ND	ND	---	---	0.83	12
	2nd/13	0.49	ND	ND	ND	ND	ND	ND	---	---	0.86	12
	3rd/13	0.96	ND	ND	ND	ND	ND	ND	---	---	0.87	14
	4th/13	0.77	ND	ND	ND	ND	ND	ND	---	---	ND	13
	1st/14	0.36	ND	ND	ND	ND	ND	ND	---	---	1.00	14
	2nd/14	0.52	ND	ND	ND	ND	ND	ND	---	---	0.91	13
	3rd/14	0.58	ND	ND	ND	ND	ND	ND	---	---	0.89	12
	4th/14	0.51	ND	ND	ND	ND	ND	ND	---	---	0.95	12
	1st/15	0.72	ND	ND	ND	ND	ND	ND	---	---	0.89	11
	2nd/15	0.13	0.41	ND	ND	ND	ND	ND	---	---	2.60	11
	3rd/15	0.13	0.36	ND	ND	ND	ND	ND	---	---	2.60	8.9
	4th/15	0.27	ND	ND	ND	ND	ND	ND	---	---	ND	12
	1st/10	NOT IN SERVICE										
	2nd/10	NOT IN SERVICE										
	3rd/10	NOT IN SERVICE										
	4th/10	NOT IN SERVICE										
	1st/11	NOT IN SERVICE										
	2nd/11	NOT IN SERVICE										
	3rd/11	NOT IN SERVICE										
	4th/11	NOT IN SERVICE										
	1st/12	NOT IN SERVICE										
	2nd/12	NOT IN SERVICE										
	3rd/12	NOT IN SERVICE										
	4th/12	NOT IN SERVICE										
	1st/13	NOT IN SERVICE										
	2nd/13	NOT IN SERVICE										
	3rd/13	NOT IN SERVICE										
	4th/13	NOT IN SERVICE										
	1st/14	NOT IN SERVICE										
	2nd/14	NOT IN SERVICE										
	3rd/14	NOT IN SERVICE										
	4th/14	NOT IN SERVICE										
	1st/15	NOT IN SERVICE										
	2nd/15	NOT IN SERVICE										
	3rd/15	NOT IN SERVICE										
	4th/15	NOT IN SERVICE										

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TC)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavelum Chromium 6	Nitrates	Arsenic
CMP Well 10	180-624	Intermediate	4th/04	4.8	0.8	---	---	---	3.9	---	---	---	---	---
			1st/05	9	1.5	<0.5	---	---	3.1	---	---	---	---	---
			2nd/05	8.4	1.6	<0.5	---	---	2.7	---	---	---	---	---
			3rd/05	11	1.8	<0.5	< .005	---	3.3	---	---	5.9	---	---
			4th/05	13	1	<0.5	< .005	ND	2.2	---	---	---	20	---
			1st/06	12	0.9	<0.5	< .005	---	2.2	---	---	---	15	---
			2nd/06	16	0.95	<0.5	< .005	---	2.6	---	---	---	20	---
			3rd/06	9.7	0.7	<0.5	< .005	ND	<2	---	---	---	16	---
			4th/06	10	0.8	---	---	---	2	---	---	---	16	---
			1st/07	11	0.8	---	ND	---	ND	---	---	6.2	15	---
			2nd/07	9.5	0.7	---	ND	---	ND	---	---	3.6	14	---
			3rd/07	12	0.8	---	ND	---	ND	---	---	---	15	---
			4th/07	10	0.6	ND	ND	ND	ND	ND	ND	ND	16	---
			1st/08	10	0.8	ND	ND	---	<4	ND	ND	ND	15	---
			2nd/08	9.4	0.6	ND	ND	---	<4	ND	ND	ND	16	---
			3rd/08	12	0.8	---	---	---	<4	---	---	---	17	---
			4th/08	11	0.8	---	---	---	<4	---	---	---	16	---
			1st/09	11	0.7	---	ND	---	ND	---	---	---	17	2.8
			2nd/09	11	0.72	---	ND	---	ND	---	---	---	16	2.7
			3rd/09	8.5	0.55	---	ND	---	ND	---	---	---	16	2.7
			4th/09	11	0.64	---	ND	---	ND	---	---	---	15	ND
			1st/10	18	0.79	---	ND	---	ND	---	---	6.2	23	2.8
			2nd/10	22	0.82	---	---	---	ND	---	---	---	25	2.3
			3rd/10	12	0.54	---	---	---	ND	---	---	---	16	2.2
			4th/10	14	0.57	---	---	ND	ND	---	---	---	22	3.3
			1st/11	12	0.66	---	---	ND	ND	---	---	---	17	2.7
			2nd/11	15	0.67	---	---	ND	ND	---	---	---	16	2.3
			3rd/11	14	0.61	---	---	ND	ND	---	---	---	16	2.7
			4th/11	14	0.7	ND	ND	ND	ND	ND	ND	---	16	2.9
			1st/12	16	0.8	ND	ND	ND	ND	ND	ND	---	17	3.1
			2nd/12	17	0.92	ND	ND	ND	ND	ND	ND	---	19	3.2
			3rd/12	15	0.92	ND	ND	ND	ND	0.25	ND	---	17	2.9
			4th/12	15	0.97	ND	ND	ND	ND	ND	ND	---	19	2.9
			1st/13	15	0.82	ND	ND	ND	ND	ND	ND	---	18	3.6
			2nd/13	14	0.77	ND	ND	ND	1.30	ND	0.22	---	20	3.2
			3rd/13	18	0.97	ND	ND	ND	0.98	ND	ND	---	20	2.9
			4th/13	11	0.90	ND	ND	ND	0.20	ND	ND	---	20	2.8
			1st/14	13	0.98	ND	ND	ND	0.68	ND	0.30	5.9	25	3.2
			2nd/14	12	0.98	ND	ND	ND	ND	ND	0.24	---	23	2.9
			3rd/14	10	0.97	ND	ND	ND	1.30	ND	0.23	---	21	2.6
			4th/14	13	1.10	ND	ND	ND	0.77	ND	0.29	---	25	3.0
			1st/15	10	1.00	ND	ND	ND	1.10	ND	0.20	---	21	2.2
			2nd/15	9.8	0.99	ND	ND	ND	ND	ND	ND	---	23	3.4
			3rd/15	10	0.98	ND	ND	ND	ND	ND	ND	---	22	2.4
			4th/15	8.1	0.76	ND	ND	ND	0.75	ND	ND	---	28	2.7

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Well	Screen Interval (feet bgs)	Aquifer	Sample Date (qtr/year)	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCP)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexovalum Chromium 6	Nitrates	Arsenic
CMP Well 15	200-450	Intermediate	MCL Units	5 ug/L	5 ug/L	5* ug/L	0.005NL** ng/L	3NL** ug/L	6 ug/L	6 ug/l	6 ug/l	50** ug/l	45 mg/l	10 ug/l
			4th/04	7.6	2.9	<0.5	<0.05	ND	<4					
			1st/05											
			2nd/05											
			3rd/05											
			4th/05											
			1st/06											
			2nd/06											
			3rd/06	71	2.5	ND	0.0054	0	3.1	ND		2.3	20	
			4th/06	72	2.2	ND	ND		3.6	ND		2.3	20	
			1st/07	68	2.2	ND	ND	0.9	2.4	ND		2.7	20	
			2nd/07	83	2.1	ND	ND	ND	3.2	ND		ND	19	
			3rd/07	83	2	ND	ND	0.77	3.2	ND		ND	19	
			4th/07	85	1.9	ND	ND	0.6	3.1	ND		ND	19	
			1st/08	89	2.2	ND	ND	1	ND	ND			19	
			2nd/08	91	2.9	ND	ND	ND	<4	ND			21	
			3rd/08	95	2.9	ND	0.0053	ND	<4	ND			21	
			4th/08	92	3.1	ND	ND	1.4	<4	0.66			22	
			1st/09	99	2.8	ND	ND	2.0	2.2	ND			21	ND
			2nd/09	97	3.4	ND	ND	2.2	2.8	0.67			21	ND
			3rd/09	83	2.7	ND	ND	2.0	2.9	ND			21	ND
			4th/09	96	2.6	ND	ND	ND	<2	0.58			18	ND
			1st/10	86	2.1	ND	ND	ND	<2	0.56		2.5	20	ND
			2nd/10	100	2.5	ND	ND	1.2	2.1	0.66			18	ND
			3rd/10	100	2.3	ND	ND	1.3	2.3	0.65			19	ND
			4th/10						NOT IN SERVICE					
			1st/11	66	3.1	ND	ND	2.1	2.0	0.56	ND		20	ND
			2nd/11	93	3	ND	ND	2.1	2.7	0.78	ND		20	ND
			3rd/11	120	2.5	ND	ND	1.3	3.0	0.75	ND		18	ND
			4th/11	100	3.8	ND	ND	1.4	2.3	0.97	ND		18	ND
			1st/12	110	2.4	ND	ND	1.8	1.9	0.55	ND		18	ND
			2nd/12	110	2.2	0.30	ND	1.1	2.0	0.51	ND		21	ND
			3rd/12	110	2.4	0.26	ND	1.7	1.7	0.6	ND		19	ND
			4th/12	120	2.6	0.32	ND	1.1	1.4	0.63	0.30		18	ND
			1st/13	100	2.2	0.24	ND	0.72	1.7	0.53	ND		18	ND
			2nd/13	110	2.1	0.26	ND	0.90	2.1	0.60	ND		19	ND
			3rd/13	110	2.9	0.28	ND	0.90	2.0	0.70	ND		19	ND
			4th/13	150	2.3	0.24	ND	0.99	1.9	0.58	ND		17	ND
			1st/14	110	2.3	0.29	ND	2.2	1.3	0.62	ND	2.7	16	ND
			2nd/14	100	2.5	0.29	ND	1.0	1.6	0.62	ND		17	ND
			3rd/14	95	2.4	0.32	ND	1.1	2.2	0.70	0.20		17	ND
			4th/14	94	2.3	0.37	ND	1.1	1.0	0.72	0.54		17	ND
			1st/15	74	2.5	0.41	ND	1.1	1.6	0.79	ND		17	ND
			2nd/15	76	2.2	0.30	ND	1.3	ND	0.63	ND		18	ND
			3rd/15	90	2.6	0.37	ND	2.2	ND	0.71	ND		19	ND
			4th/15	100	2.3	0.32	ND	1.3	1.6	0.62	ND		18	ND

Well	Screen Interval (feet bgs)	Aquifer	Sample Date (gtr/year)	Tetrachloroethene (PCE)	Trichloroethene (TCE)	1,1-Dichloroethane (1,1-DCA)	1,2,3-Trichloropropane (1,2,3-TCI)	1,4-Dioxane	Perchlorate (See Note)	CIS1,2 Dichloroethylene (cis-1,2-DCE)	1,1-Dichloroethylene (1,1-DCE)	Hexavelum Chromium 6	Nitrates	Arsenic
			MCL	ug/L	ug/L	ug/L	.005NL**	3NL**	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L
			Units											
			4th/04	4.3	1.6	<0.5			<4					
			1st/05	5.4	1.6									
			2nd/05	2.8	0.5									
			3rd/05	2.6	<0.5							1.2		
			4th/05	2.8	0.5									
			1st/06	ND	ND	ND	ND	ND	<2	ND				
			2nd/06	3.4	0.5									
			3rd/06											
			4th/06											
			1st/07											
			2nd/07											
			3rd/07											
			4th/07											
			1st/08											
			2nd/08	9.2	ND								3.2	
			3rd/08	9.3	0.8								2.6	
			4th/08											
			1st/09	9	ND		ND		ND				2.5	
			2nd/09	7.3	ND		ND		ND				2.5	
			3rd/09	6.3	ND		ND		ND				2.1	
			4th/09	10	1.2		ND		ND				ND	
			1st/10	14	1.1		ND		ND				2.5	
			2nd/10	9.3	0.53				ND				2.4	
			3rd/10	8.9	ND								2.1	
			4th/10	14	ND								2.5	
			1st/11	10	1	ND	ND	ND	ND	ND	ND		2.4	19
			2nd/11											
			3rd/11											
			4th/11											
			1st/12											
			2nd/12											
			3rd/12											
			4th/12	12	0.99	ND	ND	ND	ND	ND	ND		2.3	14
			1st/13	11	0.55	ND	ND	ND	ND	ND	ND		2.0	16
			2nd/13	11	0.70	ND	ND	ND	ND	0.22	ND		1.8	15
			3rd/13	20	1.4	ND	ND	ND	0.38	ND	ND		2.9	14
			4th/13	11	1.1	ND	ND	ND	0.40	ND	ND		2.2	16
			1st/14	10	1.1	0.21	ND	ND	0.36	ND	ND		1.6	15
			2nd/14	8.3	1.3	0.21	ND	ND	0.40	ND	ND		1.7	15
			3rd/14	7.3	1.3	0.24	ND	ND	0.41	ND	ND		2.1	15
			4th/14	4.9	0.31	ND	ND	ND	ND	ND	ND		1.2	18
			1st/15	4.5	1.3	ND	ND	ND	0.32	ND	ND		1.7	13
			2nd/15	4.7	1.3	0.21	ND	ND	0.35	ND	ND		1.5	15
			3rd/15	3.4	0.46	ND	ND	ND	ND	ND	ND		0.99	16
			4th/15	5.9	0.96	ND	ND	ND	ND	ND	ND			15

"CONFIDENTIAL AND PRIVILEGED MEDIATION COMMUNICATION -- FOR SETTLEMENT PURPOSES ONLY"

NOTE: Effective 1st quarter of 2008. All perchlorate samples are now sampled at the 4 ppb DLR vs. the prior low level perchlorate detection limit of 2 ppb

Note * 11DCA has an MCL of 5 ug/l and a CAPHG (California Public Health Goal) of 3 ug/l. Due to the 97-.005 process we must stay below the CAPHG of 3 ug/l

Note** These constituents do not have an MCL but do have a Notification Level that must be monitored and not exceeded

Note *** CADPH monitors Total Chromium (Chromium 3 and Chromium 6) Total Chromium should not exceed the MCL of 50 ug/l.

APPENDIX A

CITY OF MONTEREY PARK REQUEST FOR PROPOSAL: CENTRALIZED GROUNDWATER TREATMENT SYSTEM FOR DELTA PLANT April 21, 2016

COST PROPOSAL FORMS

(Entire Appendix A shall be submitted with the proposal)

PROPOSER'S NAME:

In accordance with the City's Notice Inviting Proposals, the undersigned PROPOSER, 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.

PROPOSER declares that this proposal is based upon careful examination of the work sites, request for proposal, and related attachments. If this proposal is accepted for award, PROPOSER understands that failure to sign the Agreement and furnish all items required by the RFP will result in forfeiture to the City of Monterey Park the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Proposal and the larger amount for which the City procures the Work.

PROPOSER understands that a proposal is required for the entire work. The contract will be awarded on the cost per unit of quality as described in Section 3 of the RFP. It is agreed that the proposed rate or price includes all appurtenant expenses, taxes, royalties and fees.

If awarded the Contract, the undersigned further agrees that in the event of the PROPOSER'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 PROPOSER, the proceeds of the guarantee accompanying this proposal shall become the property of the City and this proposal and the acceptance hereof may, at the City's option, be considered null and void.

SCHEDULE

Pursuant to and in compliance with your Notice Inviting Proposals and the other documents relating thereto, the undersigned proposer, 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 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 proposal schedule:

**1. COST SCHEDULE
FOR CENTRALIZED GROUNDWATER TREATMENT SYSTEM**

No.	Item Description	Unit	Quantity	Unit Price	Extended Price
Design and Permitting					
1	100% Upgrade Design and Specifications			\$	\$
2	Permitting			\$	\$
3	Negotiating easements for pipelines			\$	\$
Total					\$
Procurement Installation and Construction					
4	Mobilization			\$	\$
5	12" dia. DI pipe - Well 5 to AO unit	lf		\$	\$
6	18" dia. DI pipe - Well 9, 12 & 15 to AO unit	lf		\$	\$
7	24" dia. DI pipe - combined AO effluent to single-pass LGAC	lf		\$	\$
8	12" dia. DI pipe - backwash line	lf		\$	\$
9a	Valve (specify size)	each		\$	\$
9b	Valve (specify size)	each			
10a	Fitting (specify size)	each			
10c	Fitting (specify size)	each			
10	Communication conduit (4" dia. PVC)	lf		\$	\$
11	Utility bridge structure for Well 5 pipeline across Alhambra Wash– Describe structure	each		\$	\$
12	Concrete foundation slabs for 4 AO units	each		\$	\$
13	Open-sided canopy over AO units and H ₂ O ₂ tank Specify material (wood, steel, aluminum, fiberglass)	each		\$	\$
14	Electrical/Controls upgrades	each		\$	\$
15	Trojan UVPHOX (three-reactor AO units, 2,600 gpm max. each)	each		\$	\$
16	Bag filter (2,500 gpm each)	each		\$	\$
17	2,000 gallon HDPE AST feed system for NaOH and HCl	each		\$	\$
18	Concrete pad for LGAC vessels	each		\$	\$

**1. COST SCHEDULE
FOR CENTRALIZED GROUNDWATER TREATMENT SYSTEM**

No.	Item Description	Unit	Quantity	Unit Price	Extended Price
19	Moving, re-piping and reloading 10 LGAC vessels	each		\$	\$
20	Backwash tank (20,000 gallons)	each		\$	\$
21	Concrete pad for backwash tanks	each		\$	\$
22	Misc. pipe supports, fittings and labor	each		\$	\$
23	Other (specify)			\$	\$
24	Other (specify)			\$	\$
25	Other (specify)			\$	\$
Total					\$
Total Design and Construction					\$
Annual O&M					
26	H ₂ O ₂ costs for AO units Specify frequency of replacement (monthly, weekly)	gal		\$	\$
27a	Chemical cost (specify)	gal			
27b	Chemical cost (specify)	gal			
27	Electrical costs for AO units	kWh		\$	\$
29b	Electrical costs system-wide (not including AO)	kWh		\$	\$
28	AO lamp replacement costs	each		\$	\$
30	Annual labor cost for maintenance/inspection Specify frequency	hour		\$	\$
29	Other (specify)			\$	\$
30	Other (specify)			\$	\$
Total					\$

- The proposed rates 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 Proposal and Contract Documents and all applicable codes and standards.
- California prevailing rates of wages for Los Angeles County are applicable to this project.
- All other work items not specifically listed in the cost schedule, but necessary to complete the work per proposal and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

2. DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Est. Amount
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		

3. 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.

4. 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: _____

5. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

6. 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: _____

7. 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: _____

8. 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: _____

9. 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: _____

10. BIDDER INFORMATION

Bidder's Name: _____

Address: _____

Form of Legal Entity: _____

If a Corporation, State of Incorporation: _____

State Contractor's Class and License No.: _____

Department of Industrial Relations (DIR) 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 _____

11. 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 **CENTRALIZED GROUNDWATER TREATMENT SYSTEM** ("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 **CENTRALIZED GROUNDWATER TREATMENT SYSTEM** ("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: _____

APPENDIX B

PUBLIC WORKS CONTRACT BETWEEN THE CITY OF MONTEREY PARK AND Name of contractor

This CONTRACT is entered into this [Click here to enter a date.](#), by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation ("the City") and name of contractor, type of company and state of origin, e.g., "a California Corporation" ("the Design Builder"). The Parties agrees as follows.

1. PROJECT.

- A. This Agreement is entered in accordance with Public Contract Code §§ 22160, *et seq.* for design and construction of the *Centralized Groundwater Treatment System* (the "Facility"). City retains Design Builder to design and construct the Facility.
- B. City retains Design Builder to complete the Facility in accordance with this Contract.

2. WORK.

- A. Design Builder will provide all work required by the Contract Documents (the "Work"). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to a change order issued in accordance with the General Conditions. The Work will be performed in Phases identified as follows:
 - i. Phase 1 – Design Development Documents
 - ii. Phase 2 – Construction Documents
 - iii. Phase 3 – Construction.
- B. The Design Builder and the City agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Design Builder 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 Design Builder by the Contract Documents.
- D. "Contract Documents" means the Advertisement For Design Builder Prequalification, Request for Proposals, Price Proposal Form, Proposal

Evaluation Process, Project Directory, Preliminary Schedule, Bid Bond, Design Builder's Proposal, Notice of Selection As Apparent Best Value Proposal, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between City and Design Builder for the Work (the "Contract"). The Contract constitutes the complete agreement between City and Design Builder and supersedes any previous agreements or understandings.

3. **CONTRACT SUM.** Subject to the provisions of the Contract Documents City will pay Design Builder, for the performance of the Work, \${AMOUNT IN FIGURES}, the "Contract Sum," for Phase 1. City will pay for the performance of the Work for Phases 2 and 3, if the options for said Phases are exercised, the following amounts:

A. Phase 2 - \$ _____

B. Phase 3 - \$ _____

Unit prices, if any, are as follows:

{LIST ITEMS AND UNIT PRICES}

C. The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

4. **TIME FOR PERFORMANCE.**

A. The City may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either or both of the Phases. The Option for Phase 2 may be exercised not later than 30 days after the expiration of Phase 1 Time or the acceptance by the City of the Design Development Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 30 days after the expiration of Phase 2 Time or the acceptance by the City of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Contract and the City fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

B. City's "OPTIONS" under this Section are independent of the "Termination for Convenience" rights as set forth in the General Conditions. Consequently, if City opts to not proceed with Phase 2 after the

completion of Phase 1, Design Builder's right of recovery is limited to the Contract Sum for Phase 1. If City opts to not proceed with Phase 3 after the completion of Phases 1 and 2, Design Builder's right of recovery is limited to the Contract Sum for Phases 1 and 2.

- C. The Design Builder may not perform any Work until:
 - i. The Design Builder furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Design Builder a written, signed, and numbered purchase order and notice to proceed.
- D. Should the Design Builder begin the Work before receiving written authorization to proceed, any such Work is at the Design Builder's own cost and risk.

5. CONTRACT TIME.

- A. Design Builder will commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within ____ days, the "Phase 1 Time." The Contract Time at contract award is the Phase 1 Time.
- B. The time allowed for the completion of Phases 2 and 3 is as follows:
 - i. Phase 2 – The Design Builder will commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within ____ days, the "Phase 2 Time." If the City exercises its Option for Phase 2, the Phase 2 Time will be added to the then Contract Time plus any days between the completion of Phase 1 and the exercise of the Option for Phase 2 to establish a revised Contract Time for completion of Phases 1 and 2.
 - ii. Phase 3 – The Design Builder will commence the Work for Phase 3 on the date specified in the Construction Notice to Proceed for Phase 3 and fully complete the Work for Phase 3 within ____ days, the "Phase 3 Time." If the City exercises its Option for Phase 3, the Phase 3 Time will be added to the Contract Time for completion of Phases 1 and 2, plus any days between the completion of Phase 2 and the exercise of the Option for Phase 3 to establish a revised Contract Time for completion of all Phases. In the event that the Option for Phase 3 is exercised before the completion of Phase 2, the revised Contract Time will be the number of days from the start

of Phase 1 to the exercise of the option for Phase 3, plus the number of days specified herein for the completion of Phase 3.

- C. By signing this agreement, Design Builder represents to City that i) the Phase 1 Time, Phase 2 Time, and Phase 3 Time are reasonable for completion of the Work of the respective Phase; ii) the Contract Time (as defined above) is reasonable for completion of the Work of all the Phases; and iii) Design Builder will complete the Work within the Contract Time.

6. CHANGE ORDERS.

- A. In addition to any changes requested by City, Design Builder may request Change Orders only with respect to:
 - i. City-caused delays;
 - ii. Change in Law; and
 - iii. Force Majeure Events.
- B. All changes in the Work authorized by applicable Change Order must be performed in accordance with the general requirements for the Work and O&M Scope of Work set forth in this Agreement.

7. LIQUIDATED DAMAGES. If Design Builder fails to complete the Work for Phase 2 within the Contract Time and City has not exercised its option for Phase 3, Design Builder must pay to City, as liquidated damages and not as a penalty, the amount indicated below as "Liquidated damages daily rate for Phase 2" for each day after expiration of Contract Time that Work for Phase 2 remains incomplete. If City has exercised its option for Phase 3 and Design Builder fails to complete the Work for Phase 3 within the Contract Time, Design Builder must pay to City, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as "Liquidated damage daily rate for Phase 3" for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the liquidated damages daily rate for Phase 3 will be reduced to the sum indicated below. City and Design Builder agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. City may deduct any liquidated damages due from Design Builder from any amounts otherwise due to Design Builder under the Contract Documents. This provision does not limit any right or remedy of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time. This Section only applies if the City exercises its Option for Phase 2.

Liquidated damages daily rate is \$ 750.00.

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

9. **THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Design Builder regarding third-party claims against the Design Builder, 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 Design Builder agrees to indemnify and defend the City against any third-party claim.

10. **TAXPAYER IDENTIFICATION NUMBER.** The Design Builder will provide the City with a Taxpayer Identification Number.

11. **DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS.** Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- A. Design Builder and all of its Design Professionals and subcontractors are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- B. Design Builder must provide through licensed design professionals employed or retained by Design Builder the necessary design services, including architectural, engineering and other design professional services, for the preparation of the Construction Documents consistent with applicable law and good industry practices.
- C. Design Builder accepts the relationship of trust and confidence with City established by the Contract Documents. Design Builder will cooperate with City.
- D. Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable including, without limitation: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed before and during the performance of Construction Work.

- E. Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.
- F. Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); (2) the Performance Specifications; (3) Project Program; and (4) Schematic Drawings. Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.
- G. Design Builder agrees that (1) the Exhibits depict and describe a design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (4) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.
- H. Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.
- I. Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.
- J. Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- K. Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or

authorized by the City in advance, may be considered defective.

- L. Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

12. OWNERSHIP OF DOCUMENTS.

- A. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Design Builder under the Contract Documents are the City's property. The Design Builder 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.
- B. If this Agreement is terminated before City exercises its Option for Phase 3, the Design Builder must execute an assignment to City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

13. INDEMNIFICATION. The Design Builder 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 Design Builder 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 Design Builder pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

14. INDEPENDENT CONTRACTOR. The City and the Design Builder agree that the Design Builder will act as an independent contractor and will have control of all work and the manner in which is it performed. The Design Builder will be free to contract for similar service to be performed for other employers while under contract with the City. The Design Builder 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 Design Builder as to the details of doing the work or to exercise a measure of control over the work means that the Design Builder will follow the direction of the City as to end results of the work only.

15. AUDIT OF RECORDS. The Design Builder 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 Design Builder will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.

16. **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

Click here to enter text.

The Design Builder

Click here to enter text.

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.

17. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Design Builder and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Design Builder's or the City's obligations under this Contract.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. 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.

24. CAPTIONS. The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

25. 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

contractor name

Paul Talbot,
City Manager

authorized signatory and title

authorized signatory and title

ATTEST:

Vincent D. Chang,
City Clerk

Taxpayer ID No. [Click here to enter text.](#)

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

By: _____
Karl H. Berger,
Assistant City Attorney

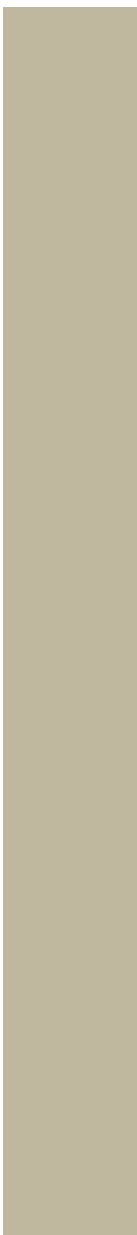
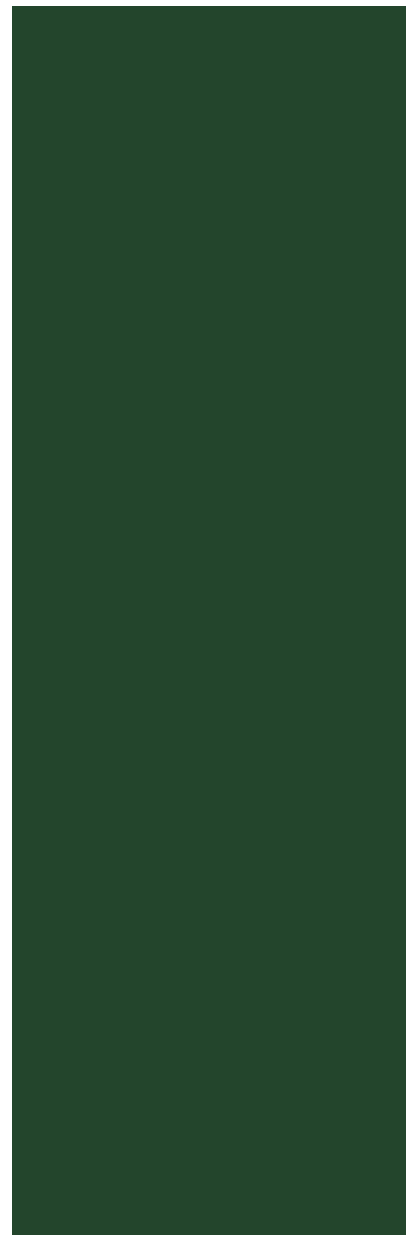
ATTACHMENT 2

Statement of Qualification Submittals:

Geosyntec

JR Filanc

SSC Construction



Technical Proposal

Advanced Oxidation Centralized Groundwater Treatment System

City of Monterey Park

29 February 2016

Prepared by:

Geosyntec
consultants

Brian Petty, P.E.
2100 Main Street,
Suite 150
Huntington Beach, CA 92648
bpetty@geosyntec.com

With subcontractors:

R C Foster Corporation
Robert C. Foster
PO Box 77055
Corona, CA 92877

Civiltec Engineering, Inc.
David Bynum, P.E.
118 W. Lime Avenue
Monrovia, CA 91016

Prepared for:



29 February 2016

Mr. Frank Heldman
City of Monterey Park
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

**Subject: Statement of Qualifications
Advanced Oxidation Centralized Groundwater Treatment System
Monterey Park, California**

Dear Mr. Heldman:

Geosyntec Consultants (Geosyntec) is pleased to submit this Statement of Qualifications (SOQ) on behalf of the Design-Build team comprised of Geosyntec and its teaming partners R C Foster Corporation and CIVILTEC Engineering Inc. It is our understanding that the City of Monterey Park is seeking an experienced and qualified team to efficiently design and build an advanced oxidation treatment process to address 1,4-dioxane at the existing Delta Plant Facility. Our team has a proven track record at delivering similar successful groundwater treatment plants in southern California. As described in the enclosed SOQ, Monterey Park would benefit from our Design-Build team's multi-faceted strengths, including:

- Detailed experience with past design and construction services at the Delta Plant Facility;
- Strong working relationships with Monterey Park personnel and familiarity with its workflow procedures;
- Successful track record at designing and building advanced oxidation processes, including numerous to target 1,4-dioxane;
- Successful track record in managing large, accelerated-schedule projects similar to this one;
- Leaders in integrating complex systems into a consistent and highly functional design; and

- Strong working relationships and credibility with the California Division of Drinking Water who must approve and permit the project.

Our team has successfully worked together in the past, understands Monterey Park and its goals, has in-depth knowledge of the Delta Plant Facility, and continually seeks opportunities to improve services, streamline processes, and reduce costs. In the enclosed SOQ we present our qualifications and provide information that demonstrates the team's ability to deliver such an important project to Monterey Park and its stakeholders.

Sincerely,

Geosyntec Consultants, Inc.



Brian Petty, P.E.
Principal

bpetty@geosyntec.com



Michael D'Alessandro, P.E., PMP, BCEE
Vice President

mdalessandro@Geosyntec.com

Enclosures:

Statement of Qualifications

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- Appendix A: Design-Builder Pre-Qualification Questionnaire
- Appendix B: Resumes

INTRODUCTION

Company Information – Geosyntec Consultants, Inc.

Geosyntec Consultants, the team's prime contractor, is a specialized consulting and engineering firm that works with private and public sector clients to address their new ventures and complex problems involving the environment, natural resources, and the civil infrastructure. Geosyntec employs 1,200 engineers, geologists, environmental scientists, and other technical and project staff based in offices throughout the United States and at select locations in Australia, Canada, Ireland, Malaysia, and the United Kingdom.

Our public sector clients are departments and agencies of municipal, state/provincial, regional, and national governments. Our private sector clients come from a variety of industries including oil and gas, chemical, aerospace, pharmaceutical, diversified manufacturing, advanced technology, power and utility, and environmental management. Our private sector clients also include regional and national developers, large commercial property owners, and law firms.

Since our founding in 1983, we have grown based on the application of sustainability principles to projects involving environmental contamination studies and remediation; natural resources assessment and restoration; compliance management for air emissions, wastewater discharges, and waste disposal; and engineering and design for the environmental, water resources, and civil infrastructures. We also provide construction management and quality assurance services in support of these practices. We are known for our technology leadership, broad experience, and exceptional client service.

Company Information – Civiltec Engineering, Inc.

Civiltec Engineering, Inc., which has detailed knowledge of the Delta Plant Facility, will provide engineering support on the project. Civiltec is a professional civil engineering services firm that prides itself in innovative thinking, premier quality and a wide spectrum of experience in civil engineering and construction management. Civiltec was founded in 1986 on the principles of superior client services and technical excellence. Civiltec has created value for our clients by evolving our services to meet the ever changing real world needs.

Company Information – R C Foster Corporation

R C Foster, which also has detailed knowledge of the Delta Plant Facility, will provide construction planning and execution services on the project. Located in Corona, California, R C Foster, a General Engineering Contractor, established business in 1989 with a focused business plan in the areas of Domestic Water Wellhead Facilities, Municipal Ground and Surface Water Treatment Facilities, Metering and Flow Control Stations, Cast in Place Concrete Reservoirs, and Booster Pumping Facilities. R C Foster has also constructed complete Design-Build Turnkey Treatment Facilities. Construction projects have varied in project type and size, ranging in dollar value from \$1,000 to exceeding \$32,500,000 per project. R C Foster strives to obtain superior results by maintaining a relationship with the entire construction team by providing full cooperation, communication, and coordination with the Owner, engineering consultant, and equipment suppliers.

RELEVANT EXPERIENCE AND REFERENCES

The following references are for clients for whom the team has provided professional services for multiple years. They are familiar with our performance and capabilities to produce superior outcomes and deliver projects on time and within budget.

Client Reference #1	
Owner/Project Name	Former Whittaker Ordnance Facility, Hollister, CA
Contact Name	Greer Bosworth, Project Manager
Contact Phone	805-526-5700 ext 6651
Contact E-mail	Greer.Bosworth@meggitt.com
Owner	Meggitt USA, Inc.
Description of Solution Provided	Geosyntec was retained to evaluate an existing groundwater extraction and treatment system (GETS), designed and operated by others, to achieve effluent compliance with the site NPDES permit. Geosyntec re-designed the bioreactors and retrofitted existing equipment to optimize performance by simplifying the design and automating operations. Geosyntec continues to be the groundwater contractor for the site, providing services which include O&M of the GETS, site-wide groundwater monitoring, in-situ bioremediation of soils and soil flushing for perchlorate.
Project Value	~\$7MM to date.

Client Reference #2	
Owner/Project Name	Olin Corporation-Environmental Remediation Group
Contact Name	Richard W. McClure PG, Project Manager
Contact Phone	423-336-4576
Contact E-mail	rwmccclure@olin.com
Description of Solution Provided	Soil and groundwater remediation for perchlorate. Approximately 40,000 yd ³ of perchlorate-impacted soils were remediated via ex situ and in situ bioremediation. Two full-scale groundwater treatment systems (on-site 250 gpm; off-site 600 gpm capacity) were designed and constructed, both consisting of ion exchange to remove perchlorate from extracted groundwater.
Project Value	\$5,500,000

Client Reference #3	
Project Name	Modifications at the Sandhill Water Treatment Plant
Contact Name	Mr. Robert Young, General Manager
Contact Phone	(909) 822-2201
Owner	Fontana Water Company
Description of Solution Provided	This project involved the construction of a new 30 MGD water treatment plant. The work included the installation, assembly and connection of the new water treatment equipment, construction of concrete structures, installation of site piping, interior piping, valves, meters, vaults, conduits, wiring, power systems, control systems, pipe supports, tanks, fencing and construction of block buildings. The treatment process consist of a rapid mix basin, conventional flocculation basins with enhanced coagulation, sedimentation basins with inclined plate settlers, sludge holding and dewatering ponds, chemical feed facilities, dual media gravity filtration, and wash-water recovery facilities. Auxiliary facilities include operations building, wash-water supply tank, energy dissipation structure, transmission pipeline, and influent equalization reservoir.
Project Value	\$32.5MM

Client Reference #4	
Project Name	Construction of Plant B-5 Perchlorate Water Treatment Facility
Contact Name	Mr. Frank Loguidice, VP of Engineering and Operations
Contact Phone	(626) 448-6183
Owner	San Gabriel Valley County Water Company
Description of Solution Provided	The project involved the construction of a new wellhead Treatment facility capable of treating 7800 GPM continuous flow. The project work consisted of demolition of the existing site improvements, demolition of an existing water booster pump station and demolition of an existing 300,000 gallon steel reservoir thereby making room for a completely new treatment plant. The new Owner furnished treatment process equipment included Fixed Bed Carbon filtration (US Filter/Siemens), Fixed Bed, Non-Regenerable Ion Exchange Filtration System (Calgon) and a Pressurized UV Treatment facility (Trojan Technologies). The UV Treatment process involved the installation of the Trojan Technologies UV system. This consisted of construction of subterranean reinforced concrete pipe pit, construction of a structural foundations and a reinforced masonry building. The building housed the UV treatment equipment, the electrical meter main, electrical distribution equipment and electrical VFD's for the onsite wells, the control room, PLC's, and SCADA equipment. The building construction consisted of

	Structural foundation, reinforced masonry walls, structural steel roofing system, roofing, stucco and all architectural accessories.
Project Value	\$6.2MM

Client Reference #5	
Project Name	Construction of the Arrow Lante Perchlorate Treatment System
Contact Name	Tom Mortenson, Superintendent (626) 338-7301
Contact Phone	(626) 338-7301
Owner	Valley County Water District
Description of Solution Provided	The project involved the construction of a new Wellhead Treatment Facility capable of treating 7800 GPM including the installation and assembly of new Dual Train Ion Exchange Regenerable Resin System (ISEP). The work also included construction of all concrete foundation and Concrete pads for the Treatment Facility, Installation, assembly and connection of new equipment, site piping, interior piping, valves, meters, vaults, conduit, wiring, power systems, control systems, pipe supports, storage tanks, and site. Also included was the construction of a Masonry Building, HVAC System, Booster Pumps, and Salt Brine Storage Tanks. Also included was complete construction of a Low Pressure UV Treatment System including buried Cast in place reinforced wet well, treatment tanks, booster pumps, Masonry Building, and Electric 1 ton Bridge Crane. In addition we have constructed a 4-stage Air Stripping VOC removal treatment system with Carbon Off-Gas Treatment. Site-work included all curb and gutter, parking areas and asphalt paving. The site was completely fenced and landscaped. The project also included Electrical work for Power and Controls, for the entire Treatment Plant.
Project Value	\$9.6MM

Client Reference #6	
Project Name	Construction of the Plant B-6 Perchlorate Treatment Facility
Contact Name	Mr. Frank Loguidice, VP of Engineering and Operations
Contact Phone	(626) 448-6183
Owner	San Gabriel Valley County Water Company
Description of Solution Provided	The project involved the construction of a new Wellhead Treatment Facility capable of treating 7800 GPM, including the installation and assembly of Owner Furnished new Dual Train Ion Exchange Regenerable Resin System (ISEP) and integration of a Trojan UVPhox advanced oxidation system. The work also included construction of all concrete foundation and Concrete pads for the Treatment Facility, Installation, assembly and connection of new equipment, site piping, interior piping, valves, meters, vaults, conduit, wiring, power systems, control systems, pipe supports, storage tanks, and site. Also included was the construction of a Masonry Building, HVAC System, Booster Pumps, and Salt Brine Storage Tanks. Also Included 8000 If of PVC Brine line Pipelines. Also included was complete construction of an Owner Furnished Low Pressure UV Treatment System including buried Cast in place reinforced wet well, treatment tanks, booster pumps, Masonry Building, and Electric 1 Ton Bridge Crane. In addition we have constructed a 4-Stage Air Stripping VOC removal treatment system with Carbon Off-Gas Treatment. The site was completely fenced and landscaped. The project also included Electrical work for Power and Control, for the entire Treatment Plant.
Project Value	\$7.8MM

Client Reference #7	
Project Name	Perchlorate Removal Treatment Plant
Contact Name	Grace Kast, Executive Director of the Water Quality Authority
Contact Phone	(626) 338-5555
Owner	City of Monterey Park and San Gabriel Basin Water Quality Authority
Description of Solution Provided	This project involved the design and construction management of a new perchlorate removal treatment plant for the City of Monterey Park and the San Gabriel Basin Water Quality Authority (WQA). Civiltec worked as part of a design/build team to commence the project and completed the construction and testing of the facility. Civiltec was involved in the project conceptualization, negotiations with WQA and finalization of the agreement for the design/build contract. The project consisted of the construction of upgrades to the existing Well No. 12 site boosters and air strippers, installation of approximately 2,500 feet of 18-inch influent pipeline, construction of a new perchlorate removal system sized for 5,000 gpm, and miscellaneous site improvements at the City's Delta Plant. Civiltec also designed the motor control center upgrades for the Well No. 12 site boosters and assisted in the design of the electrical and control systems at the Delta Plant. Civiltec acquired permits from the City of Rosemead for the grading and drainage of the site and the structural components of the facility. Civiltec also assisted with the completion of the 97-005 assessment and the requirement for a double barrier per DPH requirements. Civiltec attended bimonthly team project meetings with the constructors, DPH, WQA and the City of Monterey Park.

Client Reference #8	
Project Name	White Avenue Pump Station Air Stripper, City of La Verne
Contact Name	Dan Keeseey, Director of Public Works (909) 596-8741
Contact Phone	(909) 596-8741
Owner	City of La Verne
Description of Solution Provided	This project involved the establishment of a basin management plan (or adjudication) of the six groundwater basins that underlie La Verne, Claremont, Upland, and Pomona. As part of the outcome of the adjudication process, the City began implementing a \$6 million conjunctive use project involving the City, Three Valleys Municipal Water District and MWD. Civiltec completed the design and construction management of the plant that is now operational and designed all electrical system upgrades and controls. Civiltec and the City completed negotiations with MWD and finalization of the CUP Agreement. The project constructed a new spreading connection to the Live Oak Spreading Grounds, installation of a new 1,000 gpm well, construction of a new 2,500 gpm ion exchange nitrate reduction treatment facility, construction of a new 2,500 gpm perchlorate removal system, construction of 2 miles of a brine disposal pipeline, and miscellaneous site improvements at the Amherst Reservoir and Well site. Civiltec designed and construction managed a new air stripper facility to treat groundwater that had volatile organic compound contamination for the City of Monrovia in 2006. The plant capacity is approximately 4,000 gpm and is located at the City's Well Field, 2655 South Myrtle Avenue. The plant was designed to treat groundwater from several wells and has the flexibility to treat from 1 to 4 wells depending upon the City's needs. There were two towers installed with off gas carbon treatment. VFD driven pumps provide water to on site reservoirs for staging into the City's transmission and distribution system. Civiltec assessed treatment options at the beginning of the project and eventually prepared applications and

	obtained WQA funding, SCAQMD permitting, and the DPH Operations Permit Amendment.
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PROJECT TEAM SUMMARY

Our cohesive project team brings expertise and an unmatched project understanding gained from our previous work with the city of Monterey Park and advanced oxidation systems. Brief biographies of key team members are presented below. Detailed resumes are in Appendix B.

Geosyntec Consultants, Inc.

Brian Petty, PE

Brian Petty is a chemical and civil engineer in Geosyntec Consultants’ Huntington Beach office as well as a leader of Geosyntec’s nationwide process engineering group. As part of his process engineering and remedial design experience, Mr. Petty has designed, implemented, and operated numerous water production, conveyance, and treatment systems. These systems have ranged from an innovative, one-of-a-kind in situ carbon dioxide diffusion groundwater treatment system to complex Superfund groundwater extraction and treatment systems. Mr. Petty has managed numerous projects involving 1,4-dioxane impacts, with solutions ranging from the Trojan UVPhox system to synthetic resin adsorption and even biological treatment which is an emerging area of the 1,4-dioxane treatment practice. He has also managed drinking water treatment plant design and permitting projects which were carefully coordinated with the California Division of Drinking Water.

Mike D'Alessandro, PE

Michael D'Alessandro is a Senior Principal Environmental and Civil Engineer with more than 25 years of experience focused on the development of environmental and infrastructure projects using design and build and performance-based implementation strategies. He has special expertise as a construction engineering consultant, engineering practitioner, and project and program management specialist.

In addition, Mike has provided training in project management "best practices" to more than 10,000 engineering, architectural, and construction professionals working for Engineering News Record Top 500 Design firms. He routinely serves as an invited speaker to international professional associations on project management and organizational excellence.

Len de Vlaming, PE

Mr. de Vlaming is a Senior Engineer offering 18 years of experience in process engineering design and project management. He has worked in a wide variety of settings, including fibres, plastics, mining, industrial chemicals, waste treatment, and food processing. His expertise covers the spectrum of unit operations and process equipment including pumps, valves, agitators, heat exchangers, storage tanks, piping, pressure relief systems, controls and instrumentation. This knowledge has been integrated into a wide array of client solutions to environmental and manufacturing problems. In addition to leading many time-critical and financially successful project installations, Mr. de Vlaming has also reduced or eliminated client capital expenditures by de-bottlenecking and re-engineering existing processes.

David Oliver

David Oliver is a Senior Construction Manager based in California with more than 30 years of experience focused on managing general construction projects with an emphasis on drinking water and environmental remediation projects. Years of experience in varied construction disciplines provide David with extensive knowledge of many construction operations, materials, and methods. This knowledge gives David valuable design/build and cost-saving insights that can lead to innovative construction management solutions for clients. Specializing in construction management, project cost controls, project scheduling, design build/value engineering, design review for constructability, problem resolution, contract administration, site safety management, quality assurance/quality control (QA/QC) and systems start-up/operations and maintenance, many of David's projects require a close working relationship with local, state, and federal regulatory and permitting agencies.

Greg Menniti, PE, PS

Gregory Menniti is a Senior Principal Civil and Environmental Engineer with more than 35 years of professional experience focused on challenging projects related to water, wastewater, and environmental facility design. His practice includes municipal, governmental, as well as industrial water and wastewater treatment plant, pump station, collection, and distribution systems. His experience also includes other related facility design and operations consulting services. He has significant experience in scoping Design-Build projects and providing quality assurance reviews.

Joe Cleary, PE, BCEE

Joe Cleary will serve as a technical director on the project based on his decades of detailed experience with planning, designing, and building water treatment plants. He continues to advance the state of the practice by both leading and participating in industrial workshops at WEFTEC, New Jersey Water Environment Association (NJWEA), the Merck Symposium, and at leading universities. He has held Chair positions at the Water Environment Federation's Industrial Wastewater Committee and the Microconstituents Community of Practice. Joe has delivered over fifty papers and presentations at various conferences and co-authored "Activated Sludge Technologies for Treating Industrial Wastewaters – Design and Troubleshooting" with W. Wes Eckenfelder, Jr.

In 2012, Joe received the Water Environment Federation (WEF) Industrial Water Quality Lifetime Achievement Award and the Heukelekian Award for Outstanding Contribution in Industrial Waste Control from the NJWEA in 2009. He is a registered professional engineer in New York, New Jersey, and Puerto Rico and is Board Certified Environmental Engineer by the American Academy of Environmental Engineers. (AAEE).

Civiltec Engineering, Inc.

David Byrum, PE

Mr. Byrum is owner, President, and Principal Engineer of Civiltec Engineering, Inc. He is responsible for the overall management of Civiltec's headquarters office. Mr. Byrum has 35+ years of experience as a systems planner, design engineer, project manager, principal engineer, and construction manager. He is an expert in design of water distribution and transmission pipelines, water treatment

plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains, and street improvement projects. Mr. Byrum also prepares regulatory agency compliance reports and technical studies to ensure water purveyors remain in compliance with current regulations.

Shem Hawes, PE

Mr. Hawes has 10+ years of water and wastewater experience. Water engineering experience includes the master planning of water systems, design and project management of water facilities, including booster pump stations and water treatment facilities. He also is responsible for preparing design reports, Urban Water Management Plans, directing modeling efforts for distribution facilities, developing operations and maintenance manuals, developing and processing permits through the Department of Public Health and creating process and instrumentation diagrams. Wastewater experience has included the planning, designing and construction management of wastewater treatment facilities and performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he was involved in modeling and designing a water distribution and sewage collection systems. Over his tenure at Civiltec, Mr. Hawes has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of Project Manager or Senior Engineer.

Terry Kerger, PE

Mr. Kerger has 45+ years of experience in the project management, design and construction of civil engineering projects. His experience includes flow computations for master plans, hydraulic calculations, more than 50 miles of water transmission mains (ranging from 6- to 30-inches), flow control facilities, pump stations, reservoirs, wells, treatment plants, sewerage, water containment, investigations of well head water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades, flood control facilities, bikeway, roadway design, structure design, grading plans, water master plans, and agency plan check programs. While working for a water district, Mr. Kerger managed and designed over 400 projects that included water distribution, system design, transmission main design, 54- inch pipeline relocation, steel and concrete reservoir designs, booster pump station design, MWD flow control facility design, pressure reducing and flow control facilities, telemetry system design, master planning, hydraulic modeling, financial planning, construction administration, and field inspection services. He has conducted and managed computerized hydraulic network analysis using Fluid Analysis and Simulation Technique (H2ONet) for several clients including Rowland Water District, the cities of Beverly Hills, Manhattan Beach, Thousand Oaks, Camarillo, Ontario, Lincoln Avenue Water Company, Orchard Dale Water District, and Crescenta Valley Water Company.

R C Foster Corporation

Robert C. Foster

Robert C. Foster will be the overall Project Manager for your Construction Projects and will be responsible for a timely response and quality completion of your assignments. Mr. Foster earned a

Bachelor of Science Degree in Construction Engineering from Cal Poly San Luis Obispo. As the President of R C Foster, he has the authority to commit all R C Foster resources and take any action necessary to meet your requests. Mr. Foster will be the company representative in all contractual relations between R C Foster and your firm. Mr. Foster has over 30-years' experience in the water industry in Southern California and has been involved in construction and construction management of municipal water and wastewater projects since 1989.

Glen Langer

Glen Langer will be Project Estimator for all construction bids. Mr. Langer brings to the R C Foster over 40 years of experience in the construction estimating field. His skills include: estimating, scheduling, budgeting, purchasing, billings, and overall project coordination. He has been responsible for estimating, scheduling, and project controls on municipal water treatment, waste water treatment, and water reclamation projects. Mr. Langer's primary duties will include: total responsibility for mechanical equipment, civil structural, and subcontractor solicitation. He will administer all other aspects of project estimates from receipt of bid documents, assessment of addendums, and the final bid proposal.

Michael Gurrola

Michael Gurrola will be the Construction Project Manager. Mr. Gurrola earned a Bachelor of Science Degree in Mechanical Engineering from Cal Poly, Pomona. Mr. Gurrola's primary responsibilities will include: the daily supervision of field activities and subcontractors, management of project budget and schedule, procurement of all necessary materials and components, and to assure effective utilization of R C Foster resources in meeting project technical and schedule requirements. In addition Mr. Gurrola will be responsible to maintain lines of communication between R C Foster and you and oversee R C Foster quality assurance and safety programs.

Mr. Gurrola has over 17-years of project management experience. As the responsible individual for numerous major construction water treatment projects, he has overseen the design, layout, and construction of very complex piping systems involving corrosive chemicals, ammonia systems, natural gas, water, and waste water. Additional projects under his supervision include reservoirs, pumping plants, and chemical facilities for public and private water agencies throughout Southern California.

PRELIMINARY DEVELOPMENT CONCEPT AND TECHNICAL APPROACH

The team has worked together to deliver successful projects in the past, and our experience on those projects and countless others over the past 30+ years confirms what the Construction Industry Institute lists as key factors for successful Design-Build projects:

- Clear Owner Decision Making Process – at the outset of the project, the team will prepare a clear project management plan that describes communications protocols, milestones, and decision points. The decision framework (personnel needed, turnaround time, supporting documentation, etc.) will be detailed in advance to avoid bottlenecks

- Good Scope Definition – the team has reviewed the preliminary design drawings and understands the goals of the project. The scope of work will be clearly defined upon initiation of the project to provide Monterey Park with a vision of the finished product and allow the Design-Build team to efficiently execute in alignment with the vision.
- Excellent Team Communication – we have a proven track record communicating as a team, and Monterey Park is familiar with the clear and collaborative communication methods of the team members.
- Qualified D-B Team Members – as described in this SOQ, no other Design-Build team can match the qualifications of our team and its individual project personnel.

Because Monterey Park has already selected the advanced oxidation process and its location within the Delta Plant Facility, the first step in the project will be to assess the preliminary plans and the current water quality and site conditions. To do this, a detailed review of the existing design basis will be performed and a site survey and as-built drawing audit will be prepared. Along with a clearly-defined performance-based specification, the updated design basis document will form the foundation of the future phases of the project, which will be focused on detailed design and permitting tasks. A task manager will be assigned to each task, with a clear work-breakdown structure that includes peer and senior reviewers and the Design-Build project manager. As part of the quality assurance process, the team will also have regular communications with senior technical and project management resources.

For the detailed design and permitting tasks, there will be an over-the-shoulder process to continually update Monterey Park and freeze design decisions as soon as possible. Such decisions are expected to include:

- Geotechnical and seismic design basis;
- Materials of construction;
- Levels of treatment process redundancy;
- Hydrogen peroxide dosing levels and storage volumes; and
- Monitoring and telemetry requirements.

Upon project commencement, we will diligently work with Monterey Park to plan the project based on the tenets listed above and our collective ability to be proactive in forecasting design and construction constraints. We will evaluate procurement lead times, treatment plant property constraints, and permitting requirements at the beginning of the project. In addition, we can provide value to Monterey Park by suggesting variations on the contracting and bonding approaches that could lead to significant cost savings. This is all possible with clear and effective communication between the team and Monterey Park.

DEMONSTRATION OF FINANCIAL CAPACITY AND RELATED INFORMATION

Please see the separate “Confidential Financial Information” submission.

APPENDIX A: DESIGN-BUILDER PRE-QUALIFICATION QUESTIONNAIRE

EXHIBIT A

**CITY OF MONTEREY PARK CENTRALIZED WATER TREATMENT SYSTEM
DESIGNER-BUILDER PRE-QUALIFICATION QUESTIONNAIRE**

PART I. CONTACT INFORMATION

Firm Name: Geosyntec Consultants Inc Check One: ☒ Corporation
(as it appears on license)

☐ Partnership Sole Prop.

☐ Sole Prop.

Contact Person: Brian Petty, P.E.

Address: 2100 Main Street, Suite 150, Huntington Beach, CA 92648

Phone: 714-969-0800 Fax: 714-969-0820

E-mail: BPetty@Geosyntec.com Cell Phone: 714-335-5947

If firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

California Construction License Number 766859

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. History of the Business and Organizational Performance

1. How many years has your organization been in business in California as a contractor under your present business name and license number? 16 years. Attach a copy of either your documentation proving formation of the organization or agreement committing to form the organization.
2. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☒ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

3. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

766859 A, HAZ 8/31/2017

4. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Gregory T. Corcoran

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Design-Build Team will be immediately disqualified if the answer to any of questions 1 through 5 is "no."⁵

Design-Build Team will be immediately disqualified if the answer to any of questions 7 through 9 is "yes."⁶ If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Designer-Builder possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☒ Yes ☐ No
2. Designer-Builder has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate.
☒ Yes ☐ No
3. Designer-Builder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No Contractor is exempt from this requirement, because it has no employees
4. Designer-Builder has errors and omissions insurance policy with a limit of at least \$1,000,000 per occurrence.
☒ Yes ☐ No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☒ Yes ☐ No Please see the separate "Confidential Financial Information" submittal.

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

⁵ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a "Yes" answer given to question 7 - 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸

☒ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

7. Has your contractor's license or any member of the Design-Build team (i.e. Architect, Engineer, etc) been revoked at any time in the last five years?

☐ Yes ☒ No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☒ No

9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

10. At any time during the last five years, has the Design-Build Team, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

⁸ An additional notarized statement from the surety may be requested by the City of Monterey Park at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days before submission of the bid. Bonding Capacity refers to the amount available for this project

6. Is your firm a current certified member of the Design Build Institute of America (DBIA)?

☐ Yes ☒ No

If "yes," please provide current DBIA certification on a separate sheet.

7. Does your company have Building Integrated Model (BIM)?

☒ Yes* ☐ No

*Typical BIM projects involve Autodesk PLANT.

Disputes

8. At any time in the last five years has your firm been assessed and paid liquidated damages for a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If "yes," explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

9. In the last (5) five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, from a federal, state, or local government public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

10. In the past five (5) years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☒ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

Criminal Matters and Related Civil Suits

12. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

Bonding

14. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: Berkley Surety Group

Name of surety agent, address and telephone number:

Greyling Insurance Brokerage, 450 Northridge Parkway, Suite 102, Atlanta, GA 30350

Documentation of bonding capacity of at least of \$10 million:

Please see attached letter from Berkley Surety Group.

15. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. Does your construction company have a safety program in place?

☒ Yes ☐ No

If "yes," submit your safety program table of contents or outline of the program.

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: .66

Previous year: .62

Year before previous year: .62

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last (5) five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one (1) occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially

underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last (5) five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Monterey Park.

The builder on the team, RC Foster, has an approved apprenticeship program. See attachment.

10. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred before January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

12. Do you agree that your firm and its subcontractors at every tier will comply with

the requirements of Public Contract Code §22164 (c) and that your firm will provide the City with evidence, on a monthly basis while the project or contract is being performed, that your firm and its subcontractors are complying with the requirements of Public Contract Code §22164 (c).

☒ Yes ☐ No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: 29 February 2016

Signature

Brian Petty, P.E.

Print Name

EXHIBIT B

RELEASE FORM FOR MASTER PROJECT LIST AND OWNER PROJECT LIST WITH CONTACT INFORMATION

AUTHORIZATION FOR RELEASE OF INFORMATION AND WAIVER OF LIABILITY FOR PROJECT REFERENCES

I, on behalf of myself, corporation or company, hereby authorize any and all individuals who are familiar with my design-build and contractor experience and work performance to provide information to the City of Monterey Park and its officers, agents, employees and representatives pertaining to prior work history.

I, on behalf of myself, corporation or company, hereby voluntarily waive any and all rights I, my corporation or company may have to privacy and/or confidentiality pertaining to prior work history and work performance insofar as the information is released solely to the City of Monterey Park and its agents, employees and representatives who are evaluating qualifications for the Monterey Park Centralized Water Treatment System.

This authorization is valid for 90 days from the date of signature. I, on behalf of myself, corporation or company hereby release the City of Monterey Park, and its officers, agents, employees and representatives from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me, my corporation or company arising from the reference as contemplated by this authorization.

I have read the above, understand its contents, and voluntarily agree to its terms.

29 February 2016
Signature Date

Signature

PART II. 6. NOTARIZED STATEMENT FROM SURETY COMPANY

AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF Georgia
COUNTY OF Dekalb

On February 29, 2016, before me personally appeared Patrice Biggs

Attorney-in-Fact, of Berkley Insurance Company with whom I am personally acquainted,
who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Berkley
Insurance Company, the corporation named in and which executed the within instrument;
that she knows the corporate seal of said corporation; that the seal affixed to the said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,
and that she signed and executed the said instrument as Attorney-in-Fact of said corporation by like



Vaishali M. Desai
Notary Public

My Commission expires the 28 day of October 2016

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Chris Polhemus; Eric Tyson; Patrick Biggs; Vaishali M. Desai; or Stephanie M. Gann of Berkley Surety Group of Atlanta, GA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of December, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4th day of December, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29 day of February, 2016.

(Seal)

Andrew M. Tuma

PART III. A. 1. CORPORATION FORMATION DOCUMENTATION

State of Florida

Department of State

I certify from the records of this office that GEOSYNTEC CONSULTANTS,INC. is a corporation organized under the laws of the State of Florida, filed on December 1, 1983.

The document number of this corporation is G72454.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 14, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2015*



Ken DeFina
Secretary of State

Authentication ID: CU2082482303

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

PART III. A. 10. CLAIMS

**Claims Filed in Court or Litigation - Last Five Years
February 2016**

Resolved Claim: On October 24, 2013, a claim was asserted against EnviroGroup, Inc., a recently acquired subsidiary of Geosyntec, in connection with a contractor's claim for additional compensation in the Larimer County District Court, Colorado, Case No. 2013CV30893. The plaintiff contractor had brought the action against three municipal water districts alleging entitlement to additional compensation based on differing site conditions. EnviroGroup was engaged as the engineer on the project and had disagreed with the contractor's contentions. The matter was settled in mediation and is now closed.

Resolved Claim. On March 7, 2012, a personal injury/wrongful death claim was asserted by Steven Nicholas against multiple defendants, including Geosyntec, in the State Court of Fulton County, Georgia (No. 12EV014543D). The case arose out of a fatal bicycle accident involving the collision of several bikers on a bike path in a public wetlands park greenway. One of the bikers was the plaintiff's mother who was on the wrong side of the bike path and collided with two bikers travelling in the opposite direction. The suit alleged improper design and maintenance of the bike path. The bike path was part of a wetlands restoration project designed by Geosyntec and its subconsultant, a landscape architectural firm. Geosyntec and its subcontractor obtained summary judgment dismissing all claims against them and the matter is now closed.

Resolved Claim: On January 29, 2015, Geosyntec was served with a personal injury lawsuit filed in the Circuit Court for Duval County, Florida, Case No. 16-2015-CA-410 (Div. CV-A) on behalf of Robert Gober. The complaint alleges that the plaintiff fell and was injured in a parking lot at a Naval Air Station in Jacksonville, Florida, when he tripped in darkness over rubber bumpers that were allegedly not properly stacked. The rubber bumpers had been brought onto the property in connection with a project being performed at the base by Geosyntec. The matter was settled in mediation and is now closed.

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PART III. A. 14. BONDING CAPACITY DOCUMENTATION

February 29, 2016

Mr. Frank Heldman
City of Monterey Park
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

Re: Geosyntec Consultants, Inc.
RFQ City of Monterey Park Advanced Oxidation Centralized Groundwater Treatment System

Dear Mr. Heldman:

Berkley Surety Group, through its affiliate Berkley Insurance Company (Berkley), provides surety credit to Geosyntec Consultants, Inc. (Geosyntec). Berkley has an A.M. Best rating of "A+" (Superior) and a financial size of XV. Berkley is licensed to issue bonds in the State of California. Berkley has been providing surety credit to Geosyntec since 2012.

By this letter, we acknowledge and confirm that Geosyntec has current surety capacity through Berkley of up to \$10,000,000 for the single job referenced above. If Geosyntec is awarded this project, subject to final contract terms, we are prepared to provide bonding support up to this amount in support of our client in favor of the City of Monterey Park, CA.

Geosyntec is a long standing and reputable contractor. We are confident in management's ability to perform and manage their work.

The issuance of surety credit is a matter between the Principal and Surety and conditioned upon the Principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or other third party should we decline to issue bonds.

Sincerely,



Patrick Biggs
Underwriter - Contract

PART III. B. 4. SAFETY PROGRAM (CORPORATE & CALIFORNIA) TOC PAGES

SAFETY PROGRAM

Geosyntec prides itself on our proactive safety culture. We require active employee participation in accident prevention which is reflected in our approach to all projects. **Our safety program's success is proven by the fact that Geosyntec personnel have worked for more than 7 million hours with no lost and/or restricted time incidents.**

Geosyntec's Health and Safety (H&S) Policy Statement states that we are committed to protecting the safety and health of our employees, clients, and subcontractors and to protecting and preserving the environment in which we operate. Our goals that are communicated throughout the company are:

- ZERO work-related injuries and/or illness;
- ZERO damage to property and/or equipment; and
- ZERO adverse impact to the environment from our ongoing projects.

Geosyntec thrives on the high level of quality work performed by our professionals and are committed to achieving the same level of health and safety performance. The foundation of this commitment is based upon the firm's behavior-based safety programs - an integral part of the Geosyntec culture. Safety is always the first topic at every meeting throughout the company and is the cornerstone issue of our work days.



Geosyntec created a Safety Moments Web App that staff can access anytime, anywhere using a smartphone and featured three categories of safety moments including Auto Safety (Safe Driving), Office Safety (Ergonomics), and Field Safety. We have enhanced our Health and Safety Mobile Web App by expanding the features to include improved functionality with quicker access to information and a sleeker design, which makes it easier to find HS emergency procedures, forms, and safety moments.

Geosyntec's H&S Manual establishes our health and safety mission and objectives, and provides over 70 published EHS Procedures and training specifications. H&S training of Geosyntec's technical staff consists of several elements, including: new employee orientation, annual HAZWOPER training, defensive driving training, medical surveillance, and project-specific training. Upon employment, Geosyntec staff are enrolled in HAZWOPER training, CPR training, first aid training, and medical examinations.

In addition to Geosyntec's firm-wide Health & Safety Manual, a California specific Injury and Illness Prevention Program has been developed and implemented. The Table of Contents for both of these documents are presented on the following pages.

Geosyntec Consultants Health and Safety Program

Table of Contents

HS 000 – ORGANIZATION & RESPONSIBILITIES

No.	Title
001	H&S Policy Statement
005	H&S Program Review Guidelines

HS 100 – H&S PROGRAM ADMINISTRATION

101	Injury, Illness, and Near Miss Reporting
102	Incident Investigation
103	Regulatory Agency Inspections
104	Inspections, Audits, and Corrective Actions
105	Driver and Vehicle Safety
106	Accident Prevention Plan
107	Modified Duty Program
108	Medical Monitoring and Surveillance Program
109	Hearing Protection Program
110	Fetal Protection Program
111	Air Monitoring Program
112	Respiratory Protection Program
113	Personal Protective Equipment Program
114	Safety Training Programs
115	Hazard Communication Program
118	Confined Space Entry Program
119	Lock-out / Tag-out
120	Fall Protection
121	Electrical Safety Program
122	Environmental Compliance Program
123	Ergonomics & Office Safety Program
124	Heat Stress Prevention Program
125	Cold Stress Prevention Program
126	Radiation Safety Program
127	Protection from Ticks
128	Ionizing and Non-Ionizing Radiation
129	High Voltage Electricity Safety
132	Competent Persons
133	Bloodborne Pathogens
134	Compressed Gases
135	Hazardous Materials Shipping

HS 200 – GENERAL H&S REQUIREMENTS

201	General Safety Rules
202	Safety Meetings
203	Stop Work Authority
204	Task Hazard Analyses

205	Emergency Action Planning and Prevention
206	Contractor and Subcontractor H&S Evaluation Criteria
207	Working Alone Safety Program
208	General Housekeeping
209	Disciplinary Actions / Accountability
210	Walking-Working Surfaces Protection
HS 300 – OPERATION SPECIFIC REQUIREMENTS	
301	Hazardous Waste Operations (HAZWOPER)
302	Landfill Quality Assurance (QA) and Operations
303	Ordnance and Explosives / Unexploded Ordnance Operations
304	Overhead Electrical Lines
305	Rail Operations
306	Working On/Near Water and Ice
307	Blasting & Use of Explosives
308	Working on or Near Ash Ponds
310	Helicopter Safety
311	General Aviation (Small Aircraft) Safety
312	Water Transportation Safety
HS 400 – TASK-SPECIFIC REQUIREMENTS	
401	Manual Materials Handling/Back Injury Prevention
402	Excavation and Trenching
403	Drilling
404	Handling Drums & Large Containers
405	Drum Sampling
406	Unknown Hazardous Waste Drum Handling
HS 500 – EQUIPMENT-SPECIFIC REQUIREMENTS	
501	Ladders
502	Manual Hand Tools
503	Powered Hand Tools
504	Heavy Equipment
505	Safe Operation of Forklifts
506	Cranes
507	Scaffolds
508	Fire Extinguishers and Suppression Systems
509	Aerial Lifts
510	All-Terrain Vehicles (ATVs)
511	Welding, Cutting and Other Hot Work
517	Traffic Safety
HS 600 – HAZARDOUS MATERIALS SAFETY	
601	Asbestos
602	Lead
603	Process Safety Management

 Health, & Safety Procedure	PROCEDURE NO. <u>HS - 008 - US</u> DATE August 2004 REVISED November 2014
California Injury and Illness Prevention Program (IIPP)	

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- Appendix B: The Geosyntec Family of Companies' Code of Safe Work Practices
- Appendix C: Annual Program Review for the Injury & Illness Prevention Program
- Appendix D: The Geosyntec Family of Companies' Health and Safety Procedures and the California Injury & Illness Prevention Program
- Appendix E: Inspection Form for the Injury & Illness Prevention Program
- Appendix F: Checklist Evaluation for the Injury & Illness Prevention Program
- Appendix G: Corrective Action Form for the Injury & Illness Prevention Program

PART III. B. 9. RC FOSTER APPRENTICESHIP PROGRAM



GENERAL ENGINEERING CONTRACTOR

License # 569693
P.O. Box 77055, Corona, CA 92877

PHONE (951) 738-8211
FAX (951) 738-8215

February 25, 2016

To whom it may concern,

The following is the Approved Apprenticeship Program which R C Foster Corporation is a subscribing employer in good standing. If awarded a contract, dispatch of apprentices will be requested per State requirements:



The Associated General Contractors of America - San Diego Chapter, Inc.

Joint Apprenticeship Committee

1180 West Spring Street

Riverside, California 92507

(951) 786-9893 – fax (951) 786-3900 - www.agcsdatt.org

Very truly yours,

R C Foster Corporation

A handwritten signature in blue ink, appearing to be 'R Foster'.

Robert Foster
President

APPENDIX B: RESUMES

MICHAEL R. D’ALESSANDRO, P.E., PMP, BCEE

**Capital Program Management
Project Management
Industrial Utility Design and Construction
Strategic Planning and Financial Analysis**

EDUCATION

Executive Certificate, Finance and Accounting,

Dupree School of Management at Georgia Tech, 1997

M.Eng., Environmental Systems Engineering, Clemson University, 1982

B.S., Civil Engineering, Merrimack College, 1980

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, Alabama, No. 22809

Professional Engineer, Georgia, No. 17058

Professional Engineer, New Hampshire, No. 7952

Certified Project Management Professional (PMP®), Project Management Institute, No. 5252

Board Certified Environmental Engineer, American Academy of Environmental Engineers, No. 90-10020

Leadership Training for Managers, Dale Carnegie Institute Executive Training Program, 1994

Dale Carnegie Course, Dale Carnegie Institute Executive Training Program 1997

CAREER SUMMARY

Mr. D’Alessandro is currently Geosyntec’s Director of Corporate Development. He began his career as a construction engineering consultant, and has more than 25 years experience as an engineering practitioner, operations manager, and management consultant in the architectural, engineering, and construction (AEC) industry, both domestic and international.

Mr. D’Alessandro has a unique combination of consulting experience and management/operational expertise in project/program management, with a focus on strategic enhancement of the client/project manager relationship. Throughout his career, his operations responsibilities have included business line management, contracts and risk management, and project and program management. His project management experience encompasses all phases of capital projects for municipal and industrial utility/infrastructure projects in the United States, Ireland, Chile, Argentina, and Colombia. Specific responsibilities included present-worth cost estimates, negotiating capital financing, code investigations, multi-discipline engineering coordination, equipment and subcontractor procurement, construction management, and facility commissioning.

Mr. D'Alessandro heads Geosyntec's active and ongoing program to strengthen the project manager/client relationship to benefit project performance. He is responsible for working closely with project managers to identify opportunities to optimize Geosyntec's organizational systems and tools that contribute to assured client experiences. He is responsible for propagating our formal quality program to better serve our client communities, and assists project managers in leveraging Geosyntec's experience, expertise, and operational systems to expand our client services and outreach.

Capital Program & Project Management

Project Management Services, Practice Area Leader. Practice Area Leader for all project management services including consulting, publications, seminars and conferences. PM Practice Area includes supervision of consultants and seminar leaders providing diverse services including management consulting, financial benchmarking, contract/risk management, process improvement and staff development. The PM practice has also served as "first-in" service for geographic expansion to Canada, Australia, and the United Kingdom. Additionally provided PM consulting and training services for AEC organizations in the Middle East, specifically Abu Dhabi (2007 and 2009), Dubai (2008), and Kuwait (2008).

Principal Consultant. Provided management consulting services to more than 300 AEC organizations including 51 of the Engineering News Record (ENR) top 500 design firms and 13 of the top 50 firms. Also secured assignments with more than 13 owner organizations in both the public and private sectors. Responsibilities include proposal preparation, contract negotiations, change order management and delivery of consulting services. Frequent speaker at national conferences. Services provided as a Principal Consultant include strategic planning, management audit/assessments, financial benchmarking, Principals and Project Management training. Responsible for conducting operations- and project-based due diligence for mergers and acquisitions.

Design-Build Practice Area Leader. Responsible for engineering, procurement, and construction of major utility facilities involving substantial risk. Served as business unit representative for corporate initiative on design-build-own-operate services. Specific responsibilities included project management of detail design, procurement, and construction of utility facilities. Additionally responsible for process studies, preliminary engineering, and detail design including process and instrumentation diagrams and specifications for industrial facilities.

J. GREGORY MENNITI, P.E., P.S.

Quality Assurance

EDUCATION

B.S., Civil Engineering, University of Pittsburgh, Pittsburgh, Pennsylvania, 1976

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, Ohio, No. 46523
Professional Engineer, Pennsylvania, No. PEO30074E
Professional Engineer, West Virginia, No. 8830
Professional Surveyor, West Virginia, No. 1734

CAREER SUMMARY

Mr. Menniti has over 38 years of experience in providing water, wastewater and environmental facility design and permitting services to a diverse group of public and private sector clients. As a Principal with Geosyntec Consultants, Mr. Menniti is responsible for the administration and coordination of the process engineering, design and permitting services throughout the company. His responsibilities include supervising the engineering designs, preparation of engineering reports, and field investigations on stormwater, water and wastewater collections, treatment and permitting projects.

RELEVANT EXPERIENCE

Boeing Corporate Real Estate, Boeing Building 10, Long Beach, California. Mr. Menniti served as Chief Design Engineer for the conveyance piping and controls for the groundwater remediation at the former Boeing Building 10 site in Long Beach, California.

The Boeing Company, Boeing Northwest Quadrant Contingency Pipeline Project, Long Beach, California. Mr. Menniti served as Chief Design Engineer for the conveyance piping and controls for the groundwater remediation at the former Boeing Douglas Park site in Long Beach, California.

Dual Site Groundwater Operable Unit, Montrose Chemical and Del Amo Superfund Sites, Torrance, California. Mr. Menniti served as Chief Design Engineer for the conveyance piping and controls for the groundwater remediation project. The project includes over 10 miles of extraction and injection piping, 15 extraction wells and 6 injection wells and an 800-gpm treatment system.

Confidential Client, San Gabriel Valley, California. Mr. Menniti served as Chief Design Engineer of a groundwater conveyance and treatment systems, including piping, pump stations, Wastewater Treatment Facility (WWTF), and controls. Mr. Menniti was responsible for the technical review of all project deliverables.

BRIAN L. PETTY, P.E.
Associate

Design Manager

EDUCATION AND CALIFORNIA PROFESSIONAL ENGINEER REGISTRATION

B.S., Chemical Engineering, University of Nevada, Reno, 2001
M.B.A., California State University, Fullerton, 2007
Registered Professional Engineer, Civil, California, Number C 68707

CAREER SUMMARY

Mr. Petty is an Associate in the remediation group of Geosyntec Consultants' southern California operations as well as a leader of Geosyntec's nationwide process engineering group. Mr. Petty has provided his technical knowledge and experience to a wide range of projects throughout the United States.

RELEVANT EXPERIENCE

Confidential Client, San Gabriel Valley, California. Design, permitting, and construction management of the groundwater extraction and treatment system.

Montrose Chemical Corporation Superfund Site, Torrance, California. Engineering design and permitting of a groundwater extraction, treatment, and re-injection system that consists of several unit operations to treat a complex mix of constituents.

Northrop Grumman, Puente Valley Intermediate Zone, California. Performed initial review and vendor screening of emerging chemical cleanup levels and potential vendors that was eventually used by the preliminary design team.

SMC Groundwater Treatment, Carson, California. Engineering design and construction phase support for an enhanced in-situ bioremediation recirculation system that operated in three different water bearing zones.

BKK Landfill Leachate Treatment Plant, West Covina, California. Comprehensive assessment, treatability testing, and engineering design of treatment systems to address liquids from groundwater, leachate, and condensate sources.

Southern California Edison, Catalina Water Systems, California. Feasibility studies, treatability tests, and DDW permitting support for drinking water treatment systems to remove disinfection byproducts and iron.

Lehigh Cement Company Cement Kiln Dust Pile, Metaline Falls, Washington. Comprehensive engineering design, construction support, and operation of waste containment and environmental remediation systems.

DAVID R. OLIVER

Constructability Review

EDUCATION

B.S., Construction Management, California Polytechnic State University, San Luis Obispo,
1982

CERTIFICATIONS

40-hour OSHA training in compliance with 29 CFR 1910.120
8-hour OSHA Supervisor Training in compliance with 29 CFR 1910.120
8-hour OSHA Excavation, Safety, Competent Person Training
8-hour OSHA Refresher Course in Health and Safety for Hazardous Waste Site Operations

CAREER SUMMARY

Mr. Oliver has more than 33 years of experience in general construction and environmental remediation. His experience includes construction management, design build, review of contract documents for value engineering ideas and constructability issues. Past projects have included design review and construction management services for underground pipeline and utility systems, mechanical, electrical and controls system installation, hardscape facilities and treatment system designs, site grading and paving, building construction and complete agency and permitting requirements.

RELEVANT EXPERIENCE

Confidential Client, San Gabriel Valley, California. Mr. Oliver managed the construction and general construction effort for the groundwater remediation pipeline and treatment system installation. Work included complete Construction Management oversight of multiple subcontractors, preparation of cost estimates, project schedules, value engineering proposals and project cost controls for this 18-month, \$12.2 million project.

Olin Corporation, Morgan Hill, California. Mr. Oliver managed the construction and general construction effort for the groundwater remediation pipeline and treatment system installation. Work included the installation of 6,500 linear feet of 8" recovery well pipeline via directional boring and 4,500 linear feet of reinjection piping. Work also included demolition of the former treatment system, installation of a 750 gpm groundwater treatment system with PLC based control system and offsite well management telemetry system, control building, site landscaping and final grading for SWPPP compliance. Work included complete Construction Management oversight of multiple subcontractor, preparation of cost estimates, project schedules, value engineering proposals and project cost controls for this 8-month, \$4.6 million project.

JOSEPH G. CLEARY, P.E., BCEE

Treatment Processes

EDUCATION

M.E., Environmental Engineering, Manhattan College, NY, 1973

B.E., Civil Engineering, Manhattan College, NY, 1971

REGISTRATIONS AND CERTIFICATIONS

P.E., New York No. 7794739

P.E., New Jersey No. 24GE02570100

P.E., Puerto Rico No. 20030

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers

CAREER SUMMARY

Over 42 years of professional engineering experience providing environmental engineering consulting services mostly to private sector clients in the United States, Puerto Rico, Mexico, Columbia, Brazil, Ireland and China. Consulted at over 20 hazardous waste remediation sites directing: remedial investigations, feasibility studies, risk assessments, groundwater modeling, remedial design, remedial construction, and O&M Services.

RELEVANT EXPERIENCE

Borden Chemical Co., Fair Lawn, NJ. Mr. Cleary directed RI, Remedial Alternatives Selection, Remedial Action Work Plan, Remedial Design, Construction and O&M services for groundwater and soil remediation at the active chemical manufacturing plant. Technologies included: iron removal, biological treatment, filtration and re-injection of the groundwater and dual phase soil vapor extraction and oxygen release compound injection to enhance source removal in soil and groundwater.

Raymark Site, Hatboro, PA. Mr. Cleary managed a \$5.5 million remedial design, construction, and three-year O&M project at the Raymark site, an active industrial manufacturing site with soil and groundwater contaminated with trichloroethylene (TCE). Soil remediation included capping and soil vapor extraction. Groundwater remediation included an on-site extraction, air stripping, and vapor-phase carbon treatment system and addition of vapor-phase carbon to two off-site air strippers.

Wide Beach Site, Buffalo, NY. Mr. Cleary was the Site Manager for a 55-acre residential community with PCB contamination in the roads, driveways, and surface soils in the yards. Noteworthy aspects include community relations, laboratory bench-scale and on-site pilot-scale treatability studies for KPEG treatment of PCB-contaminated soil, and site restoration.

DENNIS M. BRUMFIELD, II

Mechanical

EDUCATION

BS, Mechanical Engineering, West Virginia University, Morgantown, WV, 1997

REGISTRATIONS AND CERTIFICATIONS

The Construction Specifications Institute
Instrument Society of America

CAREER SUMMARY

Mr. Brumfield is an Engineer with more than 18 years of experience in most environmental aspects of civil and mechanical engineering. Work has included remediation of hazardous waste facilities, Brownfield redevelopment, water and wastewater treatment, chemical handling systems, and pumping systems.

RELEVANT EXPERIENCE

Nammo Talley, Plant No. 3, Perchlorate Source Area Groundwater Treatment System, Mesa, AZ. Mr. Brumfield provided mechanical, instrumentation, and controls design of groundwater extraction and treatment system utilizing fluidized bed reactor technology.

Montrose Chemical Corporation of CA, Dual Site Groundwater Operable Unit, Torrance, CA. Mr. Brumfield provided mechanical, instrumentation, and controls design of groundwater extraction and treatment system utilizing advanced oxidation and filtration technologies.

Boeing, Building 10, Long Beach, CA. Mr. Brumfield provided mechanical, instrumentation, and controls design of groundwater extraction and treatment system utilizing advanced oxidation and filtration technologies.

SMC, Carson, CA. Mr. Brumfield provided mechanical, instrumentation, and controls design of groundwater extraction and treatment system utilizing in-situ bioremediation and filtration technologies.

Lehigh Concrete, Metaline Falls, WA. Mr. Brumfield designed the control system for in-situ groundwater treatment system (carbon dioxide storage and delivery system), including electrical design and P&ID generation.

Confidential Client, San Gabriel Valley, CA. Mr. Brumfield provided mechanical, instrumentation, and controls design of groundwater extraction and treatment system.

MICHAEL HAYES, P.E.

Mechanical

EDUCATION

MS, Environmental Engineering, Marshall University Graduate College, Huntington, WV, 2004
BS, Civil Engineering, West Virginia University, Morgantown, WV, 1995

REGISTRATIONS AND CERTIFICATIONS

West Virginia P.E. Number 14329
Missouri P.E. Number 201302889
Maryland P.E. Number 45094
40 Hour HAZWOPER

CAREER SUMMARY

Mr. Hayes is a Professional Engineer with more than 20 years of experience in all aspects of civil and environmental engineering. Work has included project management and engineering experience for projects including; water and wastewater treatment; pumping systems and pump stations; landfill capping and closure; petroleum distribution; storage tank design and containment; site investigations; remediation of hazardous waste sites; Brownfield redevelopment; and wetlands mitigation.

RELEVANT EXPERIENCE

Dual Site Groundwater Operable Unit, Montrose Chemical and Del Amo Superfund Sites, Torrance, California. Preparation of Preliminary and Intermediate Remedial Design tasks required by Unilateral Administrative Order. Mr. Hayes tasks included the following: Preliminary Design Criteria Report; Preliminary Basis of Design Report; Preliminary Specifications Outline; Preliminary Project Delivery Strategy and Construction Schedule, Preliminary Drawings; and Preliminary Cost Estimate. The project includes over 15 miles of extraction and injection piping, 14 extraction wells and 7 injection wells and a 700-gpm treatment system.

Confidential Client, San Gabriel Valley, California. Mr. Hayes designed the groundwater conveyance and treatment system, including piping, pump stations, wastewater treatment facility (WWTF), and controls.

FMC Corporation, South Charleston, WV. Remediation of former chemical facility through WVDEP Voluntary Remediation Program, including: preparation of work plans; coordination, planning and negotiations with WVDEP; presentations to Public Advisory Group; technical assistance to contractors and developers constructing two car dealerships on redeveloped parcels; and the review and analysis of investigations performed by previous consultant.

Len de Vlaming
Senior Engineer

**Process Engineering and Design
Procurement and Contracting
Project Management**

EDUCATION

M.A.Sc., Chemical Engineering, University of Waterloo, Ontario, Canada, 1997

B.A.Sc., Chemical Engineering, University of Waterloo, Ontario, Canada, 1995

REGISTRATIONS AND CERTIFICATIONS

Professional Engineer, Ontario No. 100127554, 2008

Professional Engineer, Newfoundland No. 05576, 2010

CAREER SUMMARY

Mr. de Vlaming is a Senior Engineer offering 18 years of experience in process engineering design and project management. He has worked in a wide variety of settings, including water treatment, fibres, plastics, mining, industrial chemicals, waste treatment, and food processing. His expertise covers the spectrum of unit operations and process equipment including pumps, valves, agitators, heat exchangers, storage tanks, piping, pressure relief systems, controls and instrumentation. This knowledge has been integrated into a wide array of client solutions to environmental and manufacturing problems. In addition to leading many time-critical and financially successful project installations, Mr. de Vlaming has also reduced or eliminated client capital expenditures by de-bottlenecking and re-engineering existing processes.

REPRESENTATIVE PROJECTS

Potable Water System, Southwestern USA. Process Engineer. The existing potable water system serving a large prison facility was operating below nameplate capacity. A comprehensive study was undertaken to de-bottleneck and upgrade the system, which consisted of a series of filters, ion exchange and activated carbon beds, and additive systems for final effluent control. With the project team, Mr. de Vlaming redesigned the piping system to better facilitate maintenance and shutdown activities, specifying upgraded flow, level and other instrumentation, managing a full set of mechanical drawings, and assembling the complete capital budget estimate and bid schedule for the construction package. The system is now meeting throughput and discharge criteria.

Landfill Effluent Treatment System, Confidential Client, Northwestern USA. Process Engineer. A large extraction well field was installed to treat heavy metals contaminated

groundwater. Mr. de Vlaming developed flow sheets and unit operation specifications for a combined chemical oxidation, precipitation, pH adjust and sludge dewatering facility. Scope of work included equipment sizing, optimizing layouts, technical and financial assessment of vendor bids with purchase recommendation to client, procurement approval, construction support, and instrumentation/control strategy development.

Mine Effluent Treatment System, Confidential Mining Sector Client, Eastern Canada. Process Engineer. Mr. de Vlaming supervised predesign and detailed design of an effluent treatment system at a nickel ore concentrating facility. Design included hydrogen peroxide unloading, storage, handling, and dosing equipment.

Biogas Boiler System, Confidential Food Sector Client, China. Project Engineer. An existing food processing plant was upgraded with new anaerobic treatment facilities consisting of a covered lagoon and biogas recovery system. Mr. de Vlaming designed the boiler system, which consumed the produced biogas to create steam, which in turn was used to heat the sludge lagoon with an engineered heater.

Industrial Wastewater Treatment Plant Design, Confidential Client, Ontario. Process Engineer. A new facility was to be constructed for the treatment of oily, metals-contaminated water via steam emulsion breaking and chemical precipitation. Mr. de Vlaming was responsible for the facility process flowsheets, and detailed specification of several systems at the facility, including two new final effluent filter presses, bulk nitrogen delivery, and additive handling systems.

Biogas Handling and Blending Feasibility Study, Confidential Client, Western Canada. Process Engineer. A sugar beet processing plant with existing biogas production capacity in their waste treatment system wished to evaluate economic use of the biogas in a process heating end use. boiler conversion scenarios were evaluated to identify the most cost effective repurposing of existing assets. Upgrades were recommended for the existing biogas handling infrastructure to bring it into compliance.

AFFILIATIONS

American Institute of Chemical Engineers

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 34896

EDUCATION

B.S. Civil Engineering,
California State University, Los
Angeles
A.A. Architecture,
El Camino College

PROFESSIONAL AFFILIATIONS

Southern California Water Utilities
Association

EXPERTISE

- ☐ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Kerger has 45+ years of experience in the project management, design and construction of civil engineering projects. His experience includes flow computations for master plans, hydraulic calculations, more than 50 miles of water transmission mains (ranging from 6- to 30-inches), flow control facilities, pump stations, reservoirs, wells, treatment plants, sewerage, water containment, investigations of well head water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades, flood control facilities, bikeway, roadway design, structure design, grading plans, water master plans, and agency plan check programs. While working for a water district, Mr. Kerger managed and designed over 400 projects that included water distribution, system design, transmission main design, 54- inch pipeline relocation, steel and concrete reservoir designs, booster pump station design, MWD flow control facility design, pressure reducing and flow control facilities, telemetry system design, master planning, hydraulic modeling, financial planning, construction administration, and field inspection services. He has designed and managed projects ranging from small water main improvements to a \$5 million groundwater production and water treatment facility.

He has conducted and managed computerized hydraulic network analysis using Fluid Analysis and Simulation Technique (H2ONet) for several clients including Rowland Water District, the cities of Beverly Hills, Manhattan Beach, Thousand Oaks, Camarillo, Ontario, Lincoln Avenue Water Company, Orchard Dale Water District, and Crescenta Valley Water Company.

PROJECT EXPERIENCE

Project Manager – El Monte Water System Improvements

Project Manager for pipeline improvements, well design, investigations of well head water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades.

Principal Engineer – San Simeon State Park Hearst Castle Reservoir

Mr. Kerger was responsible for the design of a 1.5 MG buried concrete reservoir. This project included a design report identifying storage requirements, pump station requirements, surface water treatment system, chlorination system, and water system O&M recommendations, as well as plans and specifications for the reservoir, a 500 GPM variable reverse osmosis water treatment and pumping system, and assistance with the bid process along with construction management services. On-site, part-time inspection services was also included.

Principal – San Gabriel Water Company Plant 8 ion Exchange Perchlorate Removal System

The perchlorate removal process was inclusive of the design of the 4 pairs of ion exchange vessels, development of equipment and IX resin performance specifications, engineering of equipment foundations and piping facilities for a 5,000 gpm treatment process.

Principal Designer – Industry Hills Civic/Recreation/Conservation Area

Mr. Kerger was the Principal Designer to this award-winning project. Services included two 2.5 MG water storage reservoirs, two 6,500 gpm pumping stations, and six miles of 36-inch reclaimed water transmission main. He was responsible for the design of the telemetry and control system including central control and remote sites for three reservoirs and three pump stations.

Principal Engineer – California Domestic Water Company Whittier Reservoir Project

Mr. Kerger was the Principal Engineer for the design of the Whittier Reservoir, Pump Station and Line “C” pressure reducing flow control facility. Pressure reducing facility provides pressure and flow control to lower pressure zone customers. Design included selection of SCADA controlled valves, customer pipe connections, and precast vault enclosure.

Project Engineer – Metropolitan Water District Coldwater Reservoir Project

Mr. Kerger was responsible for the reconstruction of this 8.0 MG reservoir. This project consisted of a feasibility investigation to provide interim water supply to the City’s downtown business district during demolition and reconstruction of a structurally deficient buried concrete reservoir. Included was evaluating existing zone storage and flow control of Metropolitan Water District’s water supply. Interim service solution recommended construction of a supplemental reservoir for additional storage and modification of zone transfer facilities for efficient emergency operation.

Principal Designer – Rowland Water District Reservoir Nos. 1 & 11

Mr. Kerger began RWD’s Reservoir No. 1 Project by investigating a failure of reinforcing wire strand wrap of a 1965 vintage reinforced concrete circular 3.0 MG reservoir. Plans, specifications, and construction management for installing a post-tensioned reinforcing bar system with gunite concrete corrosion protection was also included. The reservoir was repaired and returned to service in 60 days. For the Reservoir No. 11 Project, Mr. Kerger designed a 5.0 MG wire-wrapped, partially-buried concrete reservoir including site grading, landscaping, an irrigation system, telemetry, and site improvements (including paving and decorative wrought iron fencing). Full construction administration services included surveying, inspection, and testing.

Project Engineer – United Water Conservation District El Rio Booster Station

Mr. Kerger was the Project Engineer for a 23,700 GPM booster station capable of pumping as low as 0.2 cfs with bypass facilities and variable speed drives on all units. This project also included the construction of a separate electrical building.

Project Manager – Reclaimed Pump Station, Industry

Project Manager of facility with seven pumps and 17,000 gpm to provide reclaimed water to four purveyors. Project included a masonry building.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 69578

EDUCATION

B.S. Civil and Environmental
Engineering, University of Utah,
2002

PROFESSIONAL AFFILIATIONS

Orange County Water Association
Southern California Water Utilities
Association

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Hawes has 10+ years of water and wastewater experience. Water engineering experience includes the master planning of water systems, design and project management of water facilities, including booster pump stations and water treatment facilities. He also is responsible for preparing design reports, Urban Water Management Plans, directing modeling efforts for distribution facilities, developing operations and maintenance manuals, developing and processing permits through the Department of Public Health and creating process and instrumentation diagrams. Wastewater experience has included the planning, designing and construction management of wastewater treatment facilities and performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he was involved in modeling and designing a water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the plant as a whole. In addition, Mr. Hawes developed hydraulic modeling systems to simulate hydraulic conditions through plant operations.

Over his tenure at Civiltec, Mr. Hawes has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of Project Manager or Senior Engineer.

PROJECT EXPERIENCE

Project Manager – Monk Hill Treatment Plant

Mr. Hawes has been responsible for the design of the Monk Hill Treatment Plant in the City of Pasadena a 7,000 gpm combined VOC with treatment via liquid phase granular activated carbon and perchlorate treatment plant. Design includes the development of process and instrumentation diagrams, site layouts, yard piping drawings, mechanical drawings, and the chlorination system. Construction is in its final stages currently.

Principal – San Gabriel Water Company Plant 8 ion Exchange Perchlorate Removal System

The perchlorate removal process was inclusive of the design of the 4 pairs of ion exchange vessels, development of equipment and IX resin performance specifications, engineering of equipment foundations and piping facilities for a 5,000 gpm treatment process.

Project Manager – City of El Monte Treatment Facility

Project includes the design of well head equipment for three well located in the City of Rosemead. Pipeline drawings have been prepared for conveyance of the three wells to a location approximately 1.5 miles away. Treatment facilities have been designed to treat upwards of 600 gpm flow for VOC contamination.

Project Manager – SGVWC Dioxane and NDMA Removal Treatment Plant

Mr. Hawes is the Project Manager in the pre-design and design of the 5,000 gpm 1,4-Dioxane and NDMA Removal Treatment Plant for San Gabriel Valley Water Company. The project includes design of advanced oxidation with UV and peroxide system, yard piping, valves and controls system. The project also includes designing of pumping system for hydrogen peroxide with valves and piping.

Project Manager – SGVWC Sandhill Water Treatment Plant Capacity Study

Mr. Hawes served as Project Manager for the analysis of the San Gabriel Valley Water Company Sandhill Water Treatment Plant capacity (2010) study. The project included review of the available surface water production from Lytle Creek available to the Sandhill Plant and preparing a hydraulic model to assess and confirm the hydraulic capacity of the Plant under various operating scenarios. Review of solids handling and backwash recovery facilities.

Project Engineer – Springville Wastewater Treatment Plant

Mr. Hawes served as project engineer for the design of the City of Springville Wastewater Treatment Plant trickling filter recirculation pump station having a capacity of 20,000 gpm and the RAS/WAS pump station having a capacity near 8,000 gpm.

Project Engineer – Katherine Heights Development

The design of this project included the development of plans, specifications, and construction cost estimate for the wastewater and water improvements on this remote site. Construction administration services and start-up services were also provided for this project. Project features included:

- Design and construction of a 0.1 MGD lift station
- Development of site improvements plans for the wastewater treatment facility and groundwater storage reservoir.
- Modeling of sewer and water collection and distribution infrastructure throughout the community.
- Water & Wastewater Plans and an Engineering Report for AZDEQ permitting and approval.
- Design of two groundwater production wells and supply piping.
- Design of a 350,000 gallon potable water storage facility.
- Design of a new potable water booster pump station.
- Design of the potable water disinfection facilities.
- Design of a 100,000 gpd recirculating bed filter plant.
- Design of the wastewater subsurface infiltration discharge system.

Project Manager – VOC Treatment Plant

Mr. Hawes is the Project Manager in the pre-design and design of the 5,000 GPM VOC Treatment Plant for California Domestic Water Company. The project includes design of a new Air Stripping System, air phase GAC system, disinfection with a new sodium hypochlorite system, pH adjustment with sulfuric acid, yard piping, valves and controls system. The project also includes designing of pumping systems for the influent and finish water with valves and piping.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 43296

EDUCATION

M.S. Electro-Mechanical Engineering,
Western Texas College
B.S. Mechanical Engineering,
University of California, Los Angeles

PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies
American Water Works Association
Association of California
Water Agencies
California Utility Executives
Management Association, Board of
Directors
Orange County Water Association
Southern California Water Utilities
Association, Past President

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Byrum is owner, President, and Principal Engineer of Civiltec Engineering, Inc. He is responsible for the overall management of Civiltec's headquarters office. Mr. Byrum has 35+ years of experience as a systems planner, design engineer, project manager, principal engineer, and construction manager. He is an expert in design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains, and street improvement projects. Mr. Byrum also prepares regulatory agency compliance reports and technical studies to ensure water purveyors remain in compliance with current regulations. Mr. Byrum serves as an expert witness and has been involved in cases centered on water industry issues, including the Chromium 6 PG&E case for six years.

PROJECT EXPERIENCE

Principal – Cities of La Verne, Alhambra, Monterey Park, & Monrovia Treatment Plants

Mr. Byrum has been responsible for the design and construction management of over 10 treatment plants in his career including 2000 gpm air stripper and 2500 gpm perchlorate and nitrate ion exchange treatment plant for the City of La Verne, a 7000 gpm VOC and nitrate treatment plant for the City of Alhambra, a 4000 gpm VOC treatment plant for the City of Monterey Park, a 4000 gpm air stripper for the City of Monrovia and a 500 gpm biological and carbon plant for JPL/NASA to remove VOCs and perchlorate as well as a 7000 gpm perchlorate and VOC plant. One of the City of La Verne's projects involves headering four wells into a perchlorate IX treatment system and then into a nitrate IX system. All treatment plants involved DPH permitting. The City of Alhambra Plant involved preparation of a 97-005 assessment. documents, bidding phase services and full construction management.

Principal – SGCWD, TVMWD, SBVMWD & City of La Verne Pump Stations

Mr. Byrum has been responsible for the design and construction management of over 100 pump stations in his career including two 9 cfs pump stations for the City of La Verne, an 18 cfs booster station for San Gabriel County Water District, an 8 cfs booster station for Three Valleys Municipal Water District and a 50 cfs pump station for SBVMWD. One of the City of La Verne's projects involved boosting an import source of low nitrate water to be blended with high nitrate groundwater. The State of California Department of Health Services was involved in approval of an in line static mixer (the first in Los Angeles County) and pump combination methods to achieve an acceptable nitrate blend rates.

Principal Engineer Manager – Pasadena Water and Power Monk Hill Operable Unit

Civiltec prepared the design and construction managed the treatment system included constructing a water disinfection building, installing pipelines, making electrical improvements, site improvements and building a concrete pad on which the treatment tanks are located. The design of the re-equipping of the four Pasadena-owned production wells ran concurrently with design and construction of the treatment plant at Windsor reservoir and a new booster facility adjacent to the Ventura well. New high-efficiency booster pumps were installed near Ventura well. Start-up and performance testing of the wells and treatment plant was administered by Civiltec. The design and construction effort consisted of the following:

- Design of new equipment, mechanical piping, electrical and controls of the 4 existing production wells having a total production capacity of 7,000 gpm.
- Design of the Ventura booster station having 8,400 gpm capacity and consisting 3 vertical turbine pumps. Design of the booster pumping facility mechanical, instrumentation, electrical and controls system was also included.
- Design of the Ventura booster station wet well and building. These improvements included conversion of an existing 38,000-gallon capacity concrete sump to a new wet well and structurally reinforcing the wet well to support the pumps and a new self-framed metal building.
- Design of site improvements at the Monk Hill site consisting of new access roads, storm water retention and treatment, landscape and irrigation, grading and drainage.
- Design of the water filtration system, Perchlorate removal through ion exchange, VOC removal through carbon adsorption having a total treatment capacity of 7,000 gpm.

Principal – Cities of LaVerne, Brea, & Alhambra; LACWWD, GSWC, & CAWC Reservoirs

Mr. Byrum has been responsible for the design and construction management of over 50 steel and concrete reservoir projects in his career. The most recent reservoirs designed and constructed have been a 300,000-gallon steel reservoir for Golden State Water Company, a 0.5 and a 1.6 million gallon (mg) steel reservoir for Los Angeles County Water Works District No. 29, a 3.0 mg concrete reservoir for the City of La Verne, a 5.0 mg steel reservoir for the City of La Verne, a 5.0 mg steel reservoir for Suburban Water Systems and a 10 mg steel reservoir and a 15 mg steel reservoir for the City of Brea. Mr. Byrum has also been involved in over ten reservoir rehabilitation projects in the last five years. Two rehabilitation projects have been for the City of La Verne, three for the Golden State Water Company, one for the California American Water Company, one for the City of Brea and two for the City of Alhambra, among others.

Principal Engineer – City of La Verne Amherst Treatment Plant

This Plant included a 2500 gpm perchlorate reduction treatment train and nitrate reduction treatment train. The project combined production from four wells into the perchlorate IX treatment system and then into a nitrate IX system. Three existing wells were utilized and a new fourth well was drilled and equipped. A sodium hypochlorite system and an acid pH adjustment system were design and constructed at the Plant site. The treatment plant was permitted with the Health Department.

Principal Engineer – SGCWD Groundwater Well No. 15

Civiltec was responsible for the design and construction management of the San Gabriel County Water District Well No. 15 project. The well was drilled to 900 feet depth and completed to produce 2,200 gpm. The design included site piping, vaults, buildings, chlorination, and electrical and controls improvements. The well was permitted with the Health Department and the Water Quality Control Board.

FILANC



Statement of Qualifications

Advanced Oxidation Centralized Groundwater Treatment System

February 29, 2016

Submitted to:
CITY OF MONTEREY PARK
Mr. Frank Heldman
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754



Submitted by:
J.R. Filanc Construction Company, Inc.
740 N. Andreasen Dr.
Escondido, CA 92029
(760) 941-7130

www.filanc.com



A. Transmittal Letter

Mr. Frank Heldman
City of Monterey Park
c/o Office of the City Clerk
320 W. Newmark Avenue
Monterey Park, CA 91754

RE: Statement of Qualifications for City of Monterey Park, Advanced Oxidation Centralized Groundwater Treatment System

Dear Mr. Heldman,

J.R. Filanc Construction Company, Inc. (Filanc) is pleased to submit our Statement of Qualifications (SOQ) to provide design-build services to the City of Monterey Park (the City) to design and build the City's Advanced Oxidation (AO) Centralized Groundwater Treatment System. As presented in this SOQ, Filanc has been California's leader in the design-build delivery of water treatment infrastructure for decades. It is far and away our preferred contracting method because it provides us the opportunity to share the value of our combined design and construction experience in collaboration with you, the Owner, to the true benefit of the project.

For this project, we have teamed with Hazen and Sawyer to serve as the Lead Design Firm. Hazen and Sawyer is America's Top Firm specializing purely in water as ranked by Engineering News Record. Their California staff includes engineers widely regarded as the foremost experts in groundwater and advanced water treatment with experience developed on projects locally and around the world. To ensure continuity with the City's existing infrastructure and water treatment program, Avocet Environmental, Inc. and Control Automation Design are also part of our team. Together, we look forward to the opportunity to demonstrate our abilities by providing the City with a technically superior and highly cost-competitive proposal to deliver this important public works project.

We appreciate the opportunity to submit this SOQ and look forward to the opportunity to respond to your Request for Proposal.

Very truly yours,
J.R. Filanc Construction Company, Inc.



Harry Cosmos
President

B. Company Information

Filanc will serve as the Design Build Firm as defined in the City's Request for Qualifications (RFQ). Filanc is an award-winning design builder of water and wastewater treatment and related infrastructure. Filanc is headquartered in Escondido, California with a total staff of approximately 230 office and field personnel. The company also maintains regional offices in Los Angeles, San Jose, Phoenix and Denver. Our Corporate address is, 740 N. Andreasen Drive, Escondido, CA 92029.



Filanc holds California A, B and Hazardous Materials contracting licenses (CA License No. 134877). This year we will celebrate our 64th anniversary as a California General Engineering contractor and design builder.

From the beginning, Filanc has maintained an unwavering focus on being California's leading builder of water and wastewater treatment, conveyance and storage infrastructure. Over the past 30 years, Filanc has also been a pioneer in the delivery of waterworks by design-build (D-B) and a contributor to the advancement of design-build best practices. While we continue to selectively deliver work by the traditional "design-bid-build" method, we are focused remaining the leader in integrated project delivery.

Today, over 80 percent of our work is delivered by design-build and construction manager at risk (CMAR). Filanc is consistently ranked by Engineering News Record (ENR) as among the top performing water and wastewater

infrastructure contractors in California and the nation.



Many of our projects have been recognized by Design Build Institute of America (DBIA) as examples of the best practices in the delivery of projects by design-build. These include:

- West Basin Water Reclamation Plant Phase IV Expansion, DBIA Western Pacific Region Award of Excellence (described later in this proposal),
- Pala Casino Spa and Resort Wastewater Treatment Plant, DBIA National and Western Pacific Region Awards of Excellence (see Appendix B), and
- NAVFAC Southwest, Camp Pendleton Southern Regional Tertiary Treatment Plant (SRTTP), DBIA Western Pacific Region Award of Excellence.



Since our founding in 1952, Filanc has completed hundreds of water and wastewater projects ranging from minor repairs and rehabilitation to single projects over \$100 million in size. In the past 10 years, Filanc has completed water and wastewater projects totaling more than \$1 billion in constructed value. In that period, we have completed, or are nearing completion, of 20 major water treatment projects on facilities with capacities up to 100 MGD. These involve every technology

utilized in full advanced treatment including membrane bioreactors (MBR), microfiltration (MF), reverse osmosis (RO) and advanced oxidation (AO) by ozone, peroxide and ultraviolet light (UV). Nine of these projects were delivered by design-build. The City's potable water advanced oxidation project is the type of project that truly benefits from the involvement of an experienced, self-performing contractor like Filanc.

Unlike most "integrated" engineer led D-B contractors, Filanc has expert, self-performing capabilities to construct any type of water and wastewater facility and supporting infrastructure. Including our affiliated electrical contracting firm, Filanc is able to self-perform approximately 80 percent of the services needed on the typical treatment plant project. The ability to self-perform is important on D-B projects because it ensures that quality and constructability are built into the design and that we fully control the critical path to completion. Our complete "turnkey" delivery capability is particularly advantageous to this project given the highly compressed required schedule.

Key Design-Build Partners

Our design build team consists of Filanc as the Design Build Firm supported by Hazen and Sawyer who will serve as the Lead Design Firm, and Big Sky Electric, our affiliated electrical contractor. The final members of our team are Avocet Environmental Inc. (Avocet) and Alice Choi of Control Automation Design (CAD). Avocet and CAD's extensive experience working with the City of Monterey Park to address its water quality issues will bring us needed insight and perspective as we develop an optimized solution for the project.



Hazen and Sawyer is focused on two critical activities – helping clients provide safe drinking water to their customers, and controlling water pollution and its effects on the environment. This focus makes Hazen and Sawyer home to many of the most knowledgeable and experienced environmental engineers and scientists in the world. They are a pre-eminent, full service environmental engineering consulting firm, and can offer exceptionally qualified personnel available immediately to work on this project.

Since its founding in 1951, the firm has completed thousands of major assignments in the United States and abroad for government, utilities, and industry. These have ranged in scope from simple analysis for small communities to multi-municipal, multi-million-dollar projects.



For the fourth consecutive year, Engineering News-Record named Hazen and Sawyer the #1 firm in the nation focused entirely on water and wastewater

Hazen and Sawyer has grown steadily over the years, from the original six-person office established by Richard Hazen and Alfred W. Sawyer to a present total staff of more than 800 members throughout 47 offices. The Los Angeles Office serves as the West Regional Office, with offices in San Diego, Irvine, Coachella and San Francisco and in Tempe, AZ. Corporate headquarters is located in New York City.



Hazen and Sawyer has been trusted to provide engineering services by some of California's most complex utilities, such as the City of Los Angeles, City of Glendale, and West Basin Municipal Water District.



Avocet is a full-service environmental consulting and contracting firm headquartered in Irvine, California providing potable water-related services to private and municipal water purveyors, including to the City of Monterey Park and others in the San Gabriel Valley.

Avocet has been actively and continuously involved in the South El Monte Operable Unit

(SEMOU) for over 30 years. In 1995, the firm was retained by a group of PRPs to conduct the SEMOU interim remedial investigation and feasibility study (RI/FS) under the direction of the U.S. Environmental Protection Agency, Region 9 (EPA). The Interim RI/FS was the basis for EPA's selection of the SEMOU interim remedy, which requires the City to pump certain of its wells at specified minimum rates to ensure hydraulic containment of VOCs in the Intermediate Zone aquifer. In fact, Avocet modeled groundwater and recommended the location and screened interval of Well 15, one of the City's three SEMOU "remedy wells."

This involvement in the SEMOU has given Avocet an unparalleled understanding of regional hydrogeologic conditions as well as excellent working relations with all of the involved regulatory agencies, the water purveyors, and other stakeholders such as the San Gabriel Basin Water Quality Authority (WQA). Under contract to WQA, Avocet designed, built, and operated three interim "pump and treat" systems to contain VOCs in Shallow Zone groundwater. One system featured a very early ozone-based AO reactor, another (still operating) features a contemporary UV/peroxide AO reactor, giving Avocet operational as well as design experience.

Avocet has assisted the City since 2009 with a variety of groundwater and related issues, including maintenance and permitting of the City's existing well head treatment systems. More recently, Avocet helped successive City Water Utility Managers conceive the subject centralized AO treatment system after years of recurring maintenance issues including higher than expected operating costs with the

decentralized well head treatment systems it will replace.

Control Automation Design

Based in South Pasadena, California, CAD provides control services to both the municipal and industrial markets. These control services include: HMI programming, PLC programming, engineering, networking, communications, UL Control Panels, field instrumentations, and commissioning. CAD is uniquely able to provide turnkey systems that are engineered, programmed, fabricated, and factory tested locally in Southern California.

Led by Alice Choi, an Electrical Engineer with over 25 years of experience in the Instrumentation and Controls Field, CAD provides services to several municipalities and water purveyors in the Los Angeles and Orange County region including the Cities of Monterey Park, Pasadena, Fullerton, Garden Grove, Long Beach, Manhattan Beach and Covina.

CAD's presence on our team will ensure that the system we design and construct will be seamlessly integrated into the City's existing facility control network.

One of the most critical aspects of water treatment facility design-build construction is the role of the electrical contractor. This role is especially important in delivering projects by design-build because it allows the contractor and electrical designer to collaborate to develop high performing, constructible and cost effective solutions to power and control complex water treatment equipment.

Recognizing this need, Filanc established Big Sky Electric in 2008. The firm specializes in electrical construction for water and wastewater treatment infrastructure.



Big Sky is a consistent partner with Filanc on all of its design-build projects and also performs work as a subcontractor to other firms. Together, we have successfully completed projects totaling over \$200 million in value, many using design-build delivery. The principals of Big Sky have worked with Filanc for over 20 years on projects including the West Basin Phase IV Water Reclamation Plant. Other relevant Big Sky projects include the West Basin Temporary Desalination Plant and the City of Santa Monica Charnock Well Field advanced water treatment facility that featured AO among other advanced treatment technologies.



C. Relevant Experience

As requested, the following projects are presented to illustrate our experience delivering advanced water treatment projects by design build.

West Basin Municipal Water District, Water Recycling Facility Phase IV Expansion, El Segundo, CA



Project Description:

Filanc served as the Design Builder for the \$57 million Phase IV expansion of the Edward C. Little Water Reclamation Facility in El Segundo, California. The plant treats disinfected effluent from the Hyperion Wastewater Treatment Plant to potable quality. The water is used in two systems, the Barrier water system and the Title 22 system. Treated water is injected in the underlying aquifer through the Barrier System to inhibit the intrusion of salt water. Title 22 system water is distributed to nearby petroleum refineries for use as process make-up water and for cooling.

Phase IV project consisted of the expansion of both systems. The Barrier water system was increased from 7.5 MGD to 12.5 MGD and the capacity of the Title 22 water system was increased from 30 MGD to 40 MGD. The upgrades to the Barrier water treatment included the design and installation of pretreatment components including cartridge filters, chemical addition, microfiltration membranes and a 5 MGD reverse osmosis (RO) system, decarbonation, **ultraviolet (UV) irradiation**, product water pump station, and conversion of the water chlorine contact tank to a product water pump station.

Project Relevance:

- UV treatment
- MF and RO membranes
- Cartridge filters
- Influent pump station
- Electrical instrumentation and control systems
- Permitting
- Design-build
- Key Personnel involvement
 - Vince Diaz, Project Manager
 - Kevin Alexander, Design
 - Omar Rodea, Construction Engineering
 - Big Sky Electric staff

The Title 22 system expansion included the conversion of an existing clarifier, recarbonation basin, and existing filters, an addition of a 5 mg product water storage tank and backwash water pump station, and modifications to the existing disinfection system.

This project presented many design and construction challenges due primarily to the limited space available to accommodate the needed expansion. Two existing basins were reused for new purposes to sustainably expand the facility. An existing chlorine contact basin was reconfigured to serve as a product water pump station for the Barrier Water System. Similarly, an existing basin was reused to construct the high rate clarifier, identified during value engineering as an improvement to the plant's performance.

Separate tie-ins also had the potential to steer the project off schedule due to the plant's limited space and the need to continuously operate the plant. Well planned meetings with United Water, the plant operator, countered this problem by creating hour-by-hour schedules designating responsibilities for different tasks, thereby eliminating any confusion.

There were over 50 various tie-ins to process water and chemical systems. Filanc respected the need not to impact delivery capabilities of the plant and combined as many tie-ins at one time to minimize overall impact.

Santa Clara Valley Water District, Silicon Valley Advanced Water Purification Plant, San Jose, CA



Project Relevance:

- UV treatment
- MF and RO membranes
- Influent pump station
- Product water tanks
- Electrical and Control systems
- Permitting
- Key Personnel:
 - Vince Diaz, Project Executive
 - Kevin Alexander, Design
 - Omar Rodea, Construction Engineering
 - Marsha Peterson, Scheduling



Project Description:

Filanc constructed the new \$43 million Silicon Valley Advanced Water Purification Center for the Santa Clara Valley Water District in San Jose, California. The facility treats secondary effluent from the adjacent San Jose/Santa Clara Water Pollution Control Plant wastewater treatment plant to produce high-purity recycled water using pressurized microfiltration membranes, RO, and ultraviolet (UV) disinfection. At peak capacity, the ARWTF produces approximately 9 million gallons of recycled water per day.

Oceanside 511 Pump Station, Oceanside, CA

Project Description:

This project was the first water utility project delivered by design-build for the City of Oceanside. Filanc provided fully integrated design-build services serving both as the Lead Design Firm and General Contractor. The \$2.9 million project consisted of the expansion of pumping and conveyance systems at City of Oceanside Mission Basin Groundwater Purification Facility to access its 511 Pressure Zone (PZ) which was currently not connected to the system. Connecting to the 511 PS now

allows the City to expand this important brackish water desalination facility.

The project scope included three vertical turbine pumps (each 1,562 gpm, 350 hp) installed in an existing clearwell and about 2,500 feet of 18-inch ductile iron pipeline to deliver treated water to the 511 PS. Additional important elements of the project include an 800 kW emergency generator, a surge control tank, SCADA integration and specialty electrical switchgear and variable frequency drives for the pumps.

Filanc self-performed both design and construction as design-builder. During the design effort, Designer of Record Gary Silverman collaborated closely with the City, its engineering representative, and Filanc construction management personnel to incorporate owner input into a design that was both constructible and included value engineering input.

Project Relevance:

- Potable water
- Product water pumps to distribution system
- SCADA integration
- Design-build
- Permitting
- Key Personnel:
 - Gary Silverman, Designer, Design-Build Project Manager
 - Vince Diaz, Construction Manager
 - Omar Rodea, Construction Engineering
 - Big Sky Electric Subcontractor

City of Modesto BNR/Phase II Treatment Plant



Project Description:

As part of a Joint Venture Design-Bid-Build partnership, Filanc served as general contractor to construct the \$101 million City of Modesto Phase 2 BNR/Tertiary Treatment plant. The plant produces 12.9 MGD of highly treated reclaimed water and is the City's largest capital project to date. The water produced by this plant will be conveyed to the Del Puerto Water District as a primary source for the NVRRWP. The project included construction of the primary effluent pump station and electrical building, RAS Pump Station, WAS and foam pump stations, tertiary effluent pump station, and consisted of 2 miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks, membrane blower building, UV building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System. Work also included a 5,800-

square-foot operations center and the installation of the new compost facilities.



Project Relevance:

- UV treatment
- Pump station
- Electrical instrumentation and controls
- Water storage tanks
- Permitting
- Key Personnel :
 - Vince Diaz, Project Manager
 - Omar Rodea, Construction Engineering
 - Marsha Peterson, Scheduling

City of Signal Hill Well No. 9 Nano Filtration Treatment Plant Design-Build Project



Project Description:

The City of Signal Hill's water supply is primarily groundwater from the Central Basin supplemented by imported Metropolitan Water District (MWD) water purchased through the Central Basin Municipal Water District (CBMWD). The City installed Well No. 9 but cannot place it in service due to color issues.

Project Relevance:

- Design-Build
- Advanced potable groundwater treatment
- DDW Permitting
- Electrical instrumentation & controls
- Key Personnel :
 - Gary Silverman, Design Manager
 - Vince Diaz, Construction Manager
 - Kevin Alexander, Principal Engineer
 - Ian Mackenzie, Process Mechanical
 - Chris Thunhorst, Electrical
 - Chris Livingston, Electrical Construction

Filanc- Hazen has completed the design and begun construction of a nano-filtration water treatment plant with a treatment capacity of 2 MGD for the City of Signal Hill to address color issues. Similar to the City of Monterey Park's AO project, design build delivery was selected to meet an aggressive schedule required to maintain grant funding for the project.

City of Scottsdale Water Campus Wastewater Reclamation Plant



Project Description:

The City of Scottsdale's Water Campus is a 20 MGD wastewater reclamation plant that treats to a Class A+ tertiary effluent for golf course irrigation. The plant has a 20 MGD advanced water treatment plant (AWTP) that further treats tertiary effluent for ground water recharge. The treatment consists of microfiltration, reverse osmosis, **ultraviolet (UV)**, decarbonation and lime stabilization. The Phase IV expansion increased the capacity from 14 to 20 mgd and added UV to the process to control NDMA.

The detailed mechanical design of the MF and reverse osmosis (RO) systems began in early 2009 and continued through 2010.

Construction of the MF system began in early 2010 and continued through 2012.

Detailed design services included retrofitting a new 24 MGD microfiltration system into the existing MF building, expanding the capacity of the existing RO system by 7 MGD. This was accomplished with a first of its kind large diameter RO system that used a unique bidding process to select either the 16 inch or 18 inch RO system. The 16 inch system was selected during bidding. The large diameter RO had several design challenges including a new robust rack design to withstand the increased load and to prevent damage to the RO elements from sagging. In addition, the team developed a system that required RO manufacture to design a front facing brine seal allowing two directional withdrawal of the elements. This was a first of its kind. In addition the team worked with the RO manufacture to develop an element loading and unloading system to allow inserting and withdrawing elements from the same end of the vessels. Phase IV was constructed without taking the plant offline. The detailed mechanical design included the microfiltration (MF) and RO systems as well as all the required ancillary systems such as chemical feed, high pressure compressed air, low pressure process air, chemical neutralization, and backwash recovery.

Project Relevance:

- UV treatment
- MF and RO membranes
- Electrical instrumentation & controls
- Permitting
- Key Personnel:
 - Kevin Alexander, Design Manager

Coachella Valley Water District, Domestic Water System Source of Supply/Treatment Study



Project Description:

Coachella Valley Water District (CVWD) is at a crossroads for selecting the portfolio of water resources that will take the District's Domestic Water Supply into the future. Until now, over one hundred groundwater wells throughout the Valley have provided a reliable and low-cost source of supply to customers. With the draft Chromium-6 regulatory limit announced by the California Department of Public Health, over half of the District's groundwater wells will require treatment. Hazen was retained by CVWD to evaluate the source of water supply options available to CVWD, including continued use of groundwater (with treatment on impacted wells), use of Colorado River water, and possibly a decentralized approach on the whole system or a targeted area.

Hazen conducted the analysis using a framework in which four scenarios were considered. The scenarios started with a baseline condition in which system deficiencies were identified if all impacted sources are shut off, then the scenarios were built by adding treatment and delivery components to meet

anticipated demands, such as the addition of a surface water treatment plant, groundwater treatment, and POU/POE systems. Treatment technologies evaluated included reduction, coagulation, filtration (RCF), weak-base anion exchange (WBA), strong-base anion exchange (SBA), and reverse osmosis (RO) for groundwater facilities; dissolved air floatation (DAF), microfiltration (MF), and granular activated carbon (GAC) for treatment of Colorado River water; and SBA and RO for POU/POE systems. Detailed analysis is still underway on the project.

The infrastructure investments needed for compliance are of such high magnitude that the involvement of stakeholders was necessary to gain support for project implementation. A series of workshops is being conducted throughout the project to gain support and receive input from stakeholders and experts on the scenario-based approach and selection of treatment technologies.

After balancing water resources and evaluating treatment options, conceptual designs for each of the leading approaches will be developed and compared with close scrutiny of hydraulics and infrastructure needs to deliver domestic water throughout CVWD's service area. Also, site-specific environmental constraints will be outlined. A final scenario will be established with CVWD and cost and benefit justifications prepared. This will lead to detailed design of the selected option, and the final deliverable will include the development of an initial project implementation schedule and identification of potential funding options.

Project Relevance:

- Potable groundwater treatment
- GAC treatment
- Electrical instrumentation & controls
- Key Personnel involvement
 - Nicole Blute: Project Manager
 - Ian Mackenzie: Lead Designer
 - Kevin Alexander, Principal-in-Charge
 - Wyatt Dressler, Structural
 - Jerry Gantney, Civil

Representative Design Experience

Hazen and Sawyer is a recognized leader in the treatment of challenging waters. Our team of experts have been involved in advanced research, pilot testing and full scale implementation of technologies to treat impaired water sources for municipal potable water supplies. This is different than just industrial customers, we have been working hand in hand with the state agencies including DDW in permitting groundwater treatment projects where we have taken impaired waters to safe drinking water.

We are currently one of the leading companies to help municipal agencies in Southern California as we have not participated in industrial treatment project and therefore have no conflicts with potential pollution related projects.

Many of our team members have been participating in wastewater reclamation and groundwater treatment where 1,4 dioxane has

been a major challenge. The following table lists some of the challenging projects where Hazen and Sawyer and our team members were directly involved in treating 1,4 dioxane.

The following Table shows the team member wellhead treatment experience with local and southwest U.S. projects prior to and while at Hazen and Sawyer. These and other reference projects are presented in their individual resumes provided in Appendix A.

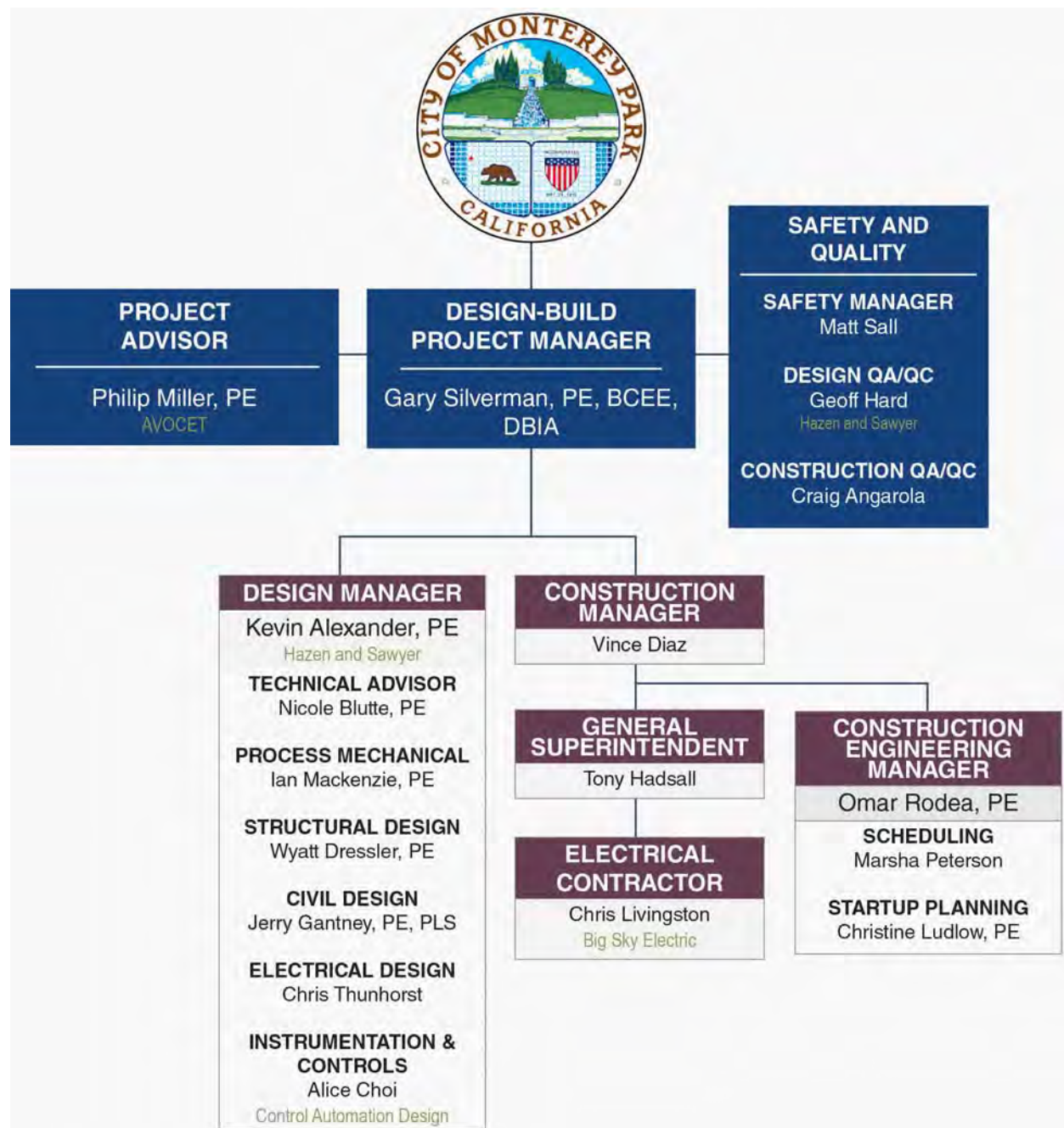
The table on the following page presents projects completed by Hazen and Sawyer that feature similar NF/RO technology to address water quality challenges similar to Signal Hill Well #9. The treatment plants each perform color removal using nanofiltration or reverse osmosis membrane technology. The projects are also relevant because of the size of the NF and RO trains (1-2mgd) which are very similar to the size required for this project. In addition, other relevant Hazen and Sawyer project descriptions are provided in Appendix B.



CLIENT	PROJECT	MGD	APPLICATION	TECHNOLOGY
Orange County Water District, California	Groundwater Replenishment System and the Expansion	100	Indirect Potable Reuse	UV AOP for 1,4 dioxane and NDMA
City of Scottsdale, Arizona	Water Campus (Phases 1-4)	20	Indirect Potable Reuse	UV AOP for 1,4 dioxane and NDMA
Water Replenishment District of Southern California (WRD)	Vander Lans WTF (Phase 1 and 2)	8	Indirect Potable Reuse	UV AOP for 1,4 dioxane and NDMA
West Basin Municipal Water District, California	ECLWRP	10	Indirect Potable Reuse	UV AOP for 1,4 dioxane and NDMA
Indio Water Authority, California	Cr6 Treatment	13	Groundwater	IX for Chrome 6 removal in 5 Months
City of Signal Hill, California	Color Removal	2	Groundwater	Nanofiltration for Organics Removal
Los Angeles Department of Water and Power (LADWP), California	San Fernando Valley Project	118	Groundwater	IX, RO, UV AOP Organics, VOC cleanup
Coachella Valley Water District, California	Water Supply	100	Groundwater	Weak and Strong Base IX, Concentrators, for Chrome 6
California Water Service Company	Well 53.02	Pilot	Groundwater	IX, RO, UV AOP for Organics, VOC and Sulfide removal
City of Glendale, California	Multiple long term Groundwater Treatment	Pilot	Groundwater	IX, RO, Coagulation Filtration, UV AOP

D. Project Team Summary

The following organization chart presents our proposed personnel and reporting structure for the project. A resume for each individual on the organization chart is provided in Appendix A. In the following sections we highlight the background and relevant experience for the Key Personnel of our project team.





Project Management

Gary Silverman, PE, BCEE, DBIA – Design Build Project Manager, Filanc

Gary Silverman is Filanc's Director of Design Engineering. He will lead the design-build team on a day-to-day basis as Design-Build Project Manager. His role at Filanc is to lead the integration of design and construction staff to ensure complete and effective collaboration on design-build projects. Gary has devoted his entire professional career to the water and wastewater industry. In that time, he has developed well rounded experience in all aspects of the field, including perspectives as a regulator, a design engineer, a contractor and an Owner and applies those skills to ensure successful design-build delivery.

Gary has successfully executed numerous water treatment and infrastructure projects in the roles of design-build project manager, design manager, project director and project engineer. Through this experience, he has honed his technical and leadership skills, which focus on innovation, team collaboration and strong communication.

Gary will direct and coordinate all design and construction components and will be the principal point of contact between the City and our team. Given his design engineering background he is particularly well suited to manage and actively promote collaboration between our design and construction professionals and the City's Engineering and Operations staff to arrive at the best value solution.

Philip Miller, P.E, Project Advisor

Philip Miller is an Avocet Principal with over 30 years of experience with environmental conditions in the San Gabriel Valley and the SEMOU, where the City's production wells are located. He has consulted for several San Gabriel Valley water purveyors, including the City of Monterey Park, and has designed wellhead treatment systems for VOCs, 1,4-dioxane, and perchlorate with capacities up to 14 mgd.

Through his involvement in the San Gabriel Basin, Phil has established excellent working relationships with all of the regulatory agencies likely to be involved in the approval and permitting of the subject AO system. Moreover, his understanding of the City's operational needs and constraints, his familiarity with its existing infrastructure, and his overall perspective on the subject project will make him an invaluable contributor to our design-build team. Mr. Miller will work with Gary Silverman in framing our project delivery concept, ensuring consistency with the City's operational needs, and by providing assistance in acquiring needed permits.

Design Team

Kevin Alexander, PE – Design Manager, Hazen and Sawyer

Kevin Alexander of Hazen and Sawyer, will serve as the Design Manager and Engineer of Record for the project. He will lead our Design Team of engineers responsible for the architectural, civil, structural, mechanical, process, electrical and instrumentation design needs of the project.

Mr. Alexander has extensive experience in the planning, design and construction of advanced water, wastewater and water reclamation facilities. His assignments have included providing technical review and assistance on cutting edge research projects using advanced treatment technologies. He has led the pilot and demonstration testing of advanced treatment processes including Ozone, MF, RO, and concentrate treatment.

Kevin has developed procurement documents for over 30 MF, RO, UV, Ion Exchange and MBR systems and assisted many agencies with negotiations with technology manufacturers. He has led feasibility/planning studies, developed treatment process evaluations and life-cycle cost evaluations, participated in value engineering studies and operations evaluations. He has developed detailed designs of many systems and provided construction and startup services.

Ian Mackenzie, PE – Lead Designer, Hazen and Sawyer

Ian is a civil engineer with more than 25 years of experience in water and wastewater system design. He has managed numerous projects for water supply and treatment including the design and construction of water treatment works, pipelines and reservoirs. His recent work for Hazen and Sawyer has included groundwater treatment projects for the City of Lomita, the City of Signal Hill, the City of LaVerne and the Coachella Valley Water District. Treatment technologies considered for these projects include advanced oxidation, air stripping, ion exchange and granular activated carbon.

Wyatt Dressler, PE – Structural Design, Hazen and Sawyer

Mr. Dressler is a Principal Engineer in the Los Angeles, California office of Hazen and Sawyer, specializing in structural and seismic design of water and wastewater treatment facilities, water storage facilities and support systems for conveyance pipelines. Mr. Dressler served as structural engineer for the Design of Groundwater Treatment Facilities for the Coachella Valley Water District and for Process Improvements at the City of Lomita's Cypress Treatment Facility.

Chris Thunhorst, PE – Electrical Design, Hazen and Sawyer

Mr. Thunhorst is a Senior Associate with over 15 years of experience in electrical engineering for building systems, water and wastewater treatment facilities, and pumping stations associated with water distribution and wastewater collection systems. Mr. Thunhorst has worked for Hazen for over eight years and is the Electrical and Instrumentation Group Leader in the firm's Irvine office. He is currently working on the Signal Hill Well No. 9 nanofiltration design-build project with Filanc and Big Sky Electric.

Jerry Gantney, PE – Civil Design, Hazen and Sawyer

Mr. Gantney is a Senior Associate in the Los Angeles, California office of Hazen and Sawyer, with over 30 years' experience in the design of pipelines for conveyance of water and wastewater and in the design of site works for treatment facilities. Mr. Gantney served as design review for pipeline design for the Design of Groundwater Treatment Facilities for the Coachella Valley Water District and as Project

Manager for Process Improvements at the City of Lomita's Cypress Treatment Facility.

Alice Choi, – Instrumentation and Control Design, Control Automation Design

Ms. Choi is an Electrical Engineer with 25 years of experience in the Instrumentation and Controls field. During that time she has been involved in all phases of projects – from conception to design, implementation, startup and commissioning. Her work includes designing and writing specifications and implementing turnkey systems. Her previous projects for the City of Monterey Park include designing and implementing a SCADA System Upgrade in 2003 which furnished and installed new PLC panels for all sites. Since then, three different wellhead treatment plants have been added and radio survey was conducted to add repeaters to improve radio signals. In 2012 she began a system-wide upgrade of the City's SCADA system to Wonderware Intouch.

Construction Team

Vince Diaz – Construction Manager, Filanc

Vince Diaz is perhaps the most experienced design-build construction professional in California, having delivered hundreds of millions of dollars of water and wastewater infrastructure in his nearly 40-year construction career. He is Filanc's Vice President of Construction Operations. As a former President of the Design Build Institute of America's (DBIA) Western Pacific Region, he was instrumental in the early expansion of design-build delivery in California.

Vince has a proven track record leading complex projects, having served as the Project

Manager of our \$52M DBIA award-winning project for West Basin Municipal Water District and Project Executive on the \$50M Silicon Valley Water Purification Facility projects. Vince is a hands-on project leader, a straight shooter at ease communicating with clients, stakeholders and project staff. Any question or concern you may have will be addressed quickly, completely and accurately.

Tony Hadsall – Superintendent, Filanc

Tony Hadsall will serve as the Superintendent for the construction of the project. Mr. Hadsall has over 22 years of construction experience in the water/wastewater industry. He has been with Filanc for over 7 years and has superintended a number of large and complex projects including a \$110 million design-build wastewater treatment plant for the Navy at Camp Pendleton and a fats, oils and grease (FOG) receiving facility for the Encina Wastewater Authority (EWA).

Tony is a "hands on" Superintendent with a deep understanding of construction means and methods who also understands the complexity of managing large and challenging projects involving numerous subcontractors and trades.

Omar Rodea, PE, DBIA – Construction Engineering Manager, Filanc

Omar Rodea has 20 years of experience in the construction industry and is a California licensed professional civil engineer. He is also a DBIA designated professional and qualified SWPPP practitioner and developer. Omar will manage preconstruction activities that will include the development of the baseline schedule, creation of project cost accounting framework, environmental and construction permitting, resource planning, procurement planning and mobilization.

His role will continue through construction, providing construction engineering support for submittals including preparation of lift and shop drawings, preparation of startup and commissioning plans, Operations and Maintenance (O&M) plans and final documentation including quality records and as-built drawings.

Marsha Peterson – Project Scheduler

Marsha is responsible for providing full-dimensioned scheduling service for Filanc. As an enhancement to the project team, she provides expert scheduling support using the latest versions of project software tools including Primavera Project Planner, SureTrak, Primavera Project Management, Primavera Contractor, and Microsoft Project and their integration with Microsoft Office tools.

Christine Ludlow, PE – Startup and Commissioning Engineer, Filanc

Christine Ludlow is Filanc's Start up and Commissioning engineer. She performs this function on all of our complex water and wastewater facility construction projects. The process begins during design as equipment selection is finalized and owner preferences are addressed. Detailed startup plans are prepared and implemented in parallel with construction. Among other projects, Christine oversaw startup and commissioning of the Silicon Valley Water Purification Plant project which included MF, RO and UV technologies.

Christopher Livingston, Electrical Construction Manager, Big Sky Electric

Mr. Livingston has over 24 years of experience performing and managing electrical construction at water treatment facilities, technological installations, heavy industrial sites, power and manufacturing plants,. He has

managed crews ranging from a few electricians to multiple teams completing installations on multiple projects simultaneously from the level of foreman to Construction Manager and Vice President. His recent experience includes multiple projects at the City of Los Angeles Hyperion and Terminal Island wastewater treatment plants, Signal Hill NF plant and the West Basin Temporary Ocean Water Desalination plant.

E. Preliminary Development Concept and Technical Approach

The common thread through our history of successful projects is our “Full Integration” approach to design-build project delivery. The benefits of D-B can only be fully realized when project Owners, experienced designers and constructors work as a team with shared goals. The following sections describe our approach to integrated design-build throughout the project cycle.

Proposal Phase

Integration begins when we select a project to pursue that suits our skills and experience. We choose highly experienced team partners that share our D-B philosophy and understand how to collaborate to add quality and value.

The Owner’s role begins with the preparation of the request for proposal (RFP) which defines the project through bridging documents. The RFP documents can range from a general concept design that only defines performance criteria (performance based) to a comprehensive design with highly prescriptive requirements. Generally, the more prescriptive an RFP is, the less benefit in terms of innovation, quality, cost and schedule an Owner will realize through the design-build process.

Once the RFP is in hand, our team collaboration begins in earnest. We bring together key contributors for each aspect of project delivery including designers, constructors, schedulers and estimators. One of the design-build best practices we use is to engage the specific individuals who will be working on the project into the proposal phase. The goal is to start building team dynamics as soon as we can. Our

experience shows that the sooner people “take ownership” of their responsibilities, the more successful they will be.

In the proposal phase we develop our approach to meet and, where possible, exceed the RFP requirements. We co-locate key staff and conduct innovation workshops to increase focus and enhance communication. Preliminary designs are then prepared and initial cost models developed. Value engineering and constructability sessions are also held to ensure the project can be built as designed and that quality and safety are considered.



First
opportunity
to expedite
the project.

D-B is often selected by Owners for tightly scheduled projects because it is

known to offer opportunities to accelerate delivery. In our design process, a baseline schedule is first developed to meet the requirements of the RFP. The logic of the schedule is reviewed to fully understand the critical path and to identify opportunities to accelerate design, procurement, construction and startup.

The culmination of this work is our proposed solution. Unless instructed otherwise by the Owner, we structure our proposal to offer best value solutions that minimize capital and life cycle costs without compromising quality, operability or durability.

Concept Development Phase

As soon as possible following notice to proceed (NTP), **Design-Build Project Manager Gary Silverman** will convene a design workshop with the City’s technical staff, technical consultants, our design team and other stakeholders. The main purpose of this initial workshop is to

thoroughly explain our proposed design, understand how it compares to your expectations, preferences and limits, and develop a plan to merge the two into a final design.

Responsibilities of Design-Build Project Manager:

- Single point of contact for Owner
- Facilitates Owner collaboration in D-B process
- Integrate design and construction teams
- Administrative manager of project
- Oversee design and construction
- Manage change

This is the first opportunity for the entire team to collaborate on the project to align goals and develop communication protocols. This process may take several meetings to complete depending upon the issues identified and complexity of the design.

After this initial phase of collaboration and project definition, **Design Manager Kevin Alexander** of Hazen and Sawyer will lead his design team to prepare a Basis of Design. An important part of the design process is the continued incorporation of input from our construction team.

Responsibilities of Design Manager:

- Active collaboration with Owner and construction team
- Manage design team, design resources
- Manage design quality, schedule and budget
- Provide design resources during construction

Hazen and Sawyer's extensive body of work designing advanced oxidation systems will be leveraged to expedite the design. As the Basis of Design is formulated, the improved definition will enable more detailed scheduling and project planning.

As part of the project definition phase, treatment process selection will take center stage. The team will use our experience with advanced oxidation and absorption technologies to develop a range of potential treatment technologies and processes that will work for 1,4 dioxane. A major focus will be considering whether alternative oxidation processes will successfully remove or breakdown the compound and then consider how they will work in the existing facilities.

For each alternative, the team will consider impact on operations and will encourage active participation by the operators of the facilities if possible. This engagement of the operators will help the design team understand their expectations and understand how best to address accessibility, reliability, and maintainability of the systems.



Second opportunity to expedite the project.

Another D-B best practice we employ is the definition of critical path "early

start packages" or ESPs. These may include procurement packages for long lead items such as cartridge filters, pumps, electrical equipment, UV and peroxide systems or work packages to prepare the site for construction.

Our approach will consider the Owner requirements, regulatory requirements, and the project specific requirements to develop the best value project for Monterey Park.

Another major consideration in development of the process design will be the permitting of the treatment plant. We have been successful on multiple projects by bringing in the CA DDW early in the process to help them with understanding the project, the processes and what major concerns are addressed by the project.

Critical Path Design and Construction Phase

Once the Basis of Design has been prepared and subsequently reviewed and approved by the City, final design and construction will be



Fourth opportunity to expedite the project.

initiated. Our goal during this phase is to get design off of the critical path as

soon as practicable.

The first order of business is to complete design of the ESPs for review by the City and released to procurement and construction. During this phase site mobilization occurs and construction begins on ESPs. It is during this phase that **Construction Manager Vince Diaz** will become more heavily involved in the day-to-day management of the project.

Responsibilities of Construction Manager:

- Active collaboration with Owner, design and construction teams
- Manage construction resources
- Manage construction schedule and budget
- Implement construction quality and safety programs
- Complete startup, turnover and closeout

Final Design and Construction Phase

In continued collaboration with the City, we will complete the remaining design. Once our construction team is on site, it is not unusual for additional value engineering and constructability concepts to be developed based on actual site conditions. These concepts are passed along to the design team and considered as the design is progressed.

Our construction team will procure all of the required equipment and materials and complete construction of the project. Members of the design team will provide technical support by responding to RFIs, reviewing submittals and evaluating value engineering concepts.

Having a fully integrated D-B Team from start to finish also helps expedite construction.



Third opportunity to expedite the project.

Engineers who worked on the design will provide services during

construction. Their knowledge of the design leads to more rapid resolution of RFIs and other questions allowing construction to proceed smoothly.

Active planning for startup is begun early in the construction phase. Our D-B Team will collaborate with the City and its technical support team along with all applicable vendors and equipment suppliers to pre-plan the startup and turnover process.

Post Construction Phase

The post-construction phase of the project includes implementation of the startup plan including testing of all systems and training of City operations staff. Our D-B Team prepares operations and maintenance (O&M) manuals,

assembles quality control documentation and prepares final as-built record drawings.

At the conclusion of our D-B projects, we typically celebrate a job well done and conduct a “lessons learned” workshop with the Owner. This is a key part of our goal for continued improvement as a design-builder.

F. Demonstration of Financial Capacity and Related Information

Information to demonstrate our financial capability to undertake and complete the proposed project is provided in Appendix B. Our audited financial and letter of bonding capacity from our Surety are presented as attachments to RFQ Prequalification Exhibit A.

G. References

City of Signal Hill Well No. 9 Nanofiltration Design-Build Project, [Filanc- Hazen and Sawyer]:

- Dezi Alvarez, PE, Owner’s Representative; 310-739-1625; MCM_management@verizon.net

Santa Clara Valley Water District, Silicon Valley Advanced Water Purification Facility:

- Tim Bramer, PE, Construction Services Manager; 408-690-3794; tbramer@valleywater.org

City of Oceanside, 511 Pump Station and Conveyance Design-Build:

- Amy Czajkowski, City Engineer; 760-518-6266; aczajkowski@ci.oceanside.ca.us

H. Supplemental Information

Known as Weardco Construction at the time, Filanc was headquartered in Los Angeles County for its first 30 years of existence and has been a fixture of southern California

construction ever since. We have completed public works projects for dozens of cities and agencies gaining experience managing local regulations, policies and addressing local design criteria and community issues. We look at every project we undertake as a unique situation, and work hard to fully understand and address each of its specific conditions to ensure a lean and efficient construction process.

Filanc maintains a full time construction crew whose sole purpose is to deliver work in the greater Los Angeles area. As described in this SOQ, we successfully delivered by design-build an extraordinarily complex advanced water treatment plant in El Segundo for the West Basin Municipal Water District. Our staff is currently completing major treatment facility rehabilitation projects for West Basin in El Segundo and Carson and a membrane treatment plant for the City of Signal Hill (design build with Hazen and Sawyer). Nearby to the south, we have completed numerous projects for Orange County Sanitation District, including a current \$40 million digester rehabilitation project. We are also in the process of building a \$190 million solids handling facility for the Irvine Ranch Water District.

In addition to our local construction knowledge, our team has knowledge and understanding of the AO Project challenges. To address the challenges of the groundwater treatment for Monterey Park, Filanc needed a partner possessing strong treatment capabilities and experience addressing local water supply challenges. We looked no further than Hazen and Sawyer.

As California continues to feel the effects of severe drought, many agencies are turning to groundwater sources. While groundwater can sometimes solve the water quantity issue, it can come with the added challenge of water quality. In southern California for instance, agencies such as Mesa Water and Irvine Ranch Water District have faced challenges with color in their groundwater. Manhattan Beach faced color issues caused by chloraminantion, while the Water Replenishment District of Southern California, West Basin MWD, Beverly Hills and Santa Monica have faced issues with total dissolved solids (TDS). In the inland areas, Chino Basin Desalter Authority has faced issues with organics, TDS and nitrate.

As discussed, the design of the AO Project will be led by Kevin Alexander. He joined Hazen and Sawyer in 2013 after 15 years at a consulting company highly specialized in advanced water treatment that was associated with a majority of the local groundwater treatment projects using UV, NF and RO. As reflected in the information presented in Section 6 of this SOQ, he has an extensive track record of managing the design of advanced oxidation treatment projects.

As part of this project, it is understood that close coordination will be required with California Department of Drinking Water (DDH), RWQCB as well as other local agencies to help with permitting of the project. Hazen and Sawyer staff members are experienced in permitting of wellhead treatment projects in California. They have experience with CEQA/NEPA permitting and are actively working on projects in Signal Hill, Monterey, Manhattan Beach, Cal Water and Coachella

Valley Water District where the team is coordinating all permitting activities.

I. Appendices

Appendix A presents resumes for our proposed project team members

Appendix B contains Prequalification Exhibits A and B, our audited financial statement, and a notarized statement from our Surety indicating our ability to secure project bonding.



Appendix A

Resumes

Gary P. Silverman, PE, BCEE, DBIA, ENV SP

Design Manager



Gary has devoted his entire career to the water and wastewater industry. He has a well-rounded and comprehensive background having worked in both the public and private sector directing, managing and executing a diverse range of complex projects through multiple forms of project delivery. His experience includes water and wastewater system infrastructure design, treatment facility design, treatment process evaluations, alternative analyses, water supply planning, and water quality and regulatory investigations. He is Filanc's Corporate Director of Design Engineering, specializing in the efficient delivery of design-build projects through team integration.

Well No. 9 Nano Filtration Treatment Plant (Design-Build), City of Signal Hill, Singal Hill, California

Design Manager. \$6.5 million. Water from the existing Well #9, contained high levels of color (<50 color units) but low salinity (>400 mg/LTDS) were treated using Nano Filtration Membrane process. The goal of this proejct is to produce a product water with color below 5.0 color units without significant reduction of the concentration of dissolved ions. The Design-Build team, led by Gary Silverman, was responsible to design, procure, construct, obtain permits, provide start-up and commissioning of the treatment facility that treated between 1,200 to 1,400 gallons per minute (gpm) of groundwater from Well #9.

The project included equipping existing well #9 including pump, motor, valves and piping; nano filtration treatment facility consisting of cartridge filters, 2 nano filtration trains capable of operating at 98% recovery; clean-in-place system; chemical feed systems for pre-treatment and post-treatment; concentrate discharge tank; product water storage tank; yard piping

and connections for potable water, sewer and storm drain facilities; site improvements including paving, concrete, lighting, gravel, and drainage facilities; metal canopy over the chemical and process area; metal building for electrical equipment, control equipment, restroom, operator training room, and HVAC system; emergency generator; and electrical, instrumentation and control system.

511 Pump Station and Pipeline (Design-Build), City of Oceanside, California

Engineer of Record/Design Manager. \$2.9 million. The facility included three vertical turbine pumps (each 1,562 gpm, 350 hp) in an existing clearwell at the Mission Basin Groundwater Purification Facility and about 2,500 feet of 18-inch ductile iron pipeline to deliver treated water to the 511 pressure zone. Work also included a surge tank, variable frequency drives and other electrical and controls equipment, and a 750 kW emergency generator. This design-build project was executed in a collaborative manner with the City and construction personnel within Filanc to incorporate value engineering and constructability improvements.

Education

M.S., Civil Engineering, (Environmental), Colorado State University, 1983

B.S., Civil Engineering, Colorado State University, 1981

Registration

Professional Engineer, Civil

- California, No. C42969
- Arizona, No. 27883
- New Mexico, No. 13643
- Coloardo, No. 45659
- Nevada, No. 22092
- Hawaii, No. 9862

Certifications

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers, 2004

DBIA Designated Design-Build Professional, 2013

ISI Envision™ Sustainability Professional, 2013

Experience

32 years

Joined Firm

2010

Relevant Expertise

- Design of UV Disinfection Systems
- Design-Build Project Delivery

Gary P. Silverman, PE, BCEE, DBIA, ENV SP

Design Manager

Hollywood Casino Wastewater Treatment Plant (Progressive Design-Build), C.W. Driver, Jamul, California

Hollywood Casino Wastewater Treatment Plant (Progressive Design-Build), C.W. Driver, Jamul, California **Design Manager.** \$6.4 million. Served as the Design-Build Project Manager. As a subcontractor responsible for design and construction of the WWTP, Led the Filanc/Kennedy Jenks team using a progressive design-build delivery approach. Phase 1 developed the design concept to a 30% level and established a GMP. Phase 2, where design progressed to facilitate procurement of long lead equipment and early start construction which met the aggressive schedule for the casino opening. The WWTP was a Title 22 facility which included an MBR, an EDR and UV disinfection.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Design Manager. \$57 million. Led the design design and construction of 24 miles of 20-inch and 12-inch HDPE pipeline, three booster stations and a three MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill (HDD) crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate

5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

He was the face of the design team to the Government, responsible for delivering quality work products on schedule. He managed engineering and environmental partners and facilitated collaboration with the construction team to yield cost-effective designs that consider constructability. He also led an in-house team to design about 4.5 miles of the pipeline and one of the pump stations.

E. Mission Bay Drive Pipeline (Design-Build), City of San Diego, California

Design Manager. Served as the Design Manager for this City of San Diego project. Following the break of a water main that crossed under Interstate 5 near Mission Bay, the City of San Diego required the emergency design-build delivery a new pipeline to restore a second water supply to the Hilton Hotel. Filanc was hired to design and construct about 2,600 feet of new 12" PVC water main in E. Mission Bay Drive from a point just north of the main break to a connection point in Sea World Drive. The alignment, designed by Gary, included crossing the Tecolote Creek Bridge, which was accomplished by installing ductile iron pipe on rollers in an existing bridge cell and providing double-ball flexible expansion joints on both ends to allow differential movement between the bridge and the adjacent embankments. The project also included abandoning in place the existing main that crossed under I-5 and railroad tracks, requiring permits from both Caltrans and NCTD. The project was completed on time with a fast

track schedule, with construction commencing based on preliminary design drawings, supported by further design input during the construction process.

Repair Various Lift Stations (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Design Manager. Design Manager for this Joint Venture project for NAVFAC SW to provide upgrades to 16 sewer lift stations on Camp Pendleton by design-build project delivery. The scope of the upgrades varied from station to station, but included in-kind replacement of pumps, motors, control panels, instrumentation, discharge force main piping and valves. The work also involved coating the interior of the wet wells, providing paving repairs and installing a new emergency generator. The work was done as an integrated project delivery with Filanc personnel providing both design and construction services led by Gary. The entire design for this project was self-performed by Filanc, with assistance from an electrical subconsultant. Coordination was done with equipment suppliers and the Government to purchase and install the proper equipment and materials.

Alternative Fuel Receiving Facility (Design-Build), Encina Wastewater Authority, Carlsbad, California

Design Manager. \$2.6 million. Led an integrated team to design and construct this project that included a truck unloading station with an operator interface, a transfer pump with a rock trap and grinder for fats, oils and grease (FOG) prescreening, two 22,500 gallon steel FOG storage tanks with recirculation pumps to keep the contents homogeneous,

Gary P. Silverman, PE, BCEE, DBIA, ENV SP

Design Manager

and metering pumps to transfer the FOG material to two existing digesters. A new mixed gas blower was also included to increase the existing capacity.

Raw Water Manifold Pipe Replacement (Design-Build), City and County of Broomfield, Broomfield, Colorado

Design Manager. The City and County of Broomfield operates a raw water pump station that conveys water supply runoff from snowmelt into a raw water reservoir. The pump station can only be operated after a designated date in the spring. To maximize their ability to capture water, Broomfield required repairs to the pump station within less than 6 weeks. Filanc provided a turnkey “Master Builder” solution for this project, serving as both the engineer and the contractor to replace a 60-year-old, 24-inch steel raw water pump manifold. The project required designing and fabricating an exact replica of the manifold with outlet nozzles for 6 pumps that would mate perfectly to the existing pump installations. The project was completed on budget and ahead of schedule.

Bluebird Canyon Slope Repair (Design-Build), City of Laguna Beach, Laguna Beach, California

Design Manager. Heavy rains in December 2010 caused a landslide in the Bluebird Canyon area of the City of Laguna Beach (City). City sewer mains in this slope were exposed and in jeopardy of failing due to the landslide. The Filanc design team, led by Mr. Silverman, developed and received approval of grading, drainage and sewer improvement plans within four weeks of notice to proceed. The grading design required establishing a key at the

bottom of the slope and benching into the slope in approximately 4-foot lifts to find competent soil. Due to the steepness of the slope (1.5:1), a geofiber soil amendment was used for stability. The sewer design entailed installing three new 4-foot diameter precast concrete manholes connected by 8-inch diameter AWWA C-900 PVC pipe, all tying to an existing manhole at the bottom of the slope. The construction work was completed to the satisfaction of the City and local residents within 8 weeks of initial mobilization. Care was taken to protect existing adjacent structures and private property.

Emerald Hills Standpipe Demolition (Design-Build), City of San Diego, San Diego, California

Design Manager. Filanc was selected to demolish the abandoned Emerald Hills standpipe using design-build delivery. The standpipe, located immediately adjacent to residential housing, measured approximately 52 feet in diameter and nearly 100 feet tall and was coated with lead paint. Mr. Silverman led the design effort to facilitate removing the standpipe and foundation, which included preparing demolition, grading and revegetation drawings, as well as compiling plans for hazardous waste management, demolition and lead abatement, traffic control, community health and safety, community outreach and water pollution control. Through proactive field management, the project was successfully completed without incident and with the support of neighbors.

101st and Northern Lift Station Improvements (Design-Build), City of Peoria, Peoria, Arizona

Design Manager. Using their Job Order Contract (JOC), the City of Peoria hired Filanc to design and construct improvements to the 101st and Northern Sewer Lift Station by design-build delivery. The duplex submersible lift station had been experiencing ragging which clogged the pumps and filled the wet well. Mr. Silverman coordinated with the City and solved the problem by reorienting the pumps and discharge piping to the opposite side of the wet well and reconfiguring the above grade piping and valves to mate with the existing connection point. With the help of a down leg on the influent piping, the modifications allowed the influent flow to reach the pump suctions without debris falling on the pumps, piping and chains.

Pleasant Valley Lift Station Demolition (Design-Build), City of Peoria, Peoria Arizona

Design Manager. Using their Job Order Contract (JOC), the City of Peoria hired Filanc to demolish the Pleasant Valley Sewer Lift Station by design-build delivery. Mr. Silverman prepared demolition plans for the lift station and abandonment plans for the associated influent sewer and force mains. The design plans included manhole modification details to reroute the flow, disconnect instructions for the power supply, designated equipment to be salvaged, and provided regrading and landscape information for the finished site. The project was successfully completed on schedule and budget.

PHILIP MILLER, P.E., Principal/Project Director

SUMMARY OF EXPERIENCE

Mr. Miller has a total of 35 years of civil engineering experience, with 31 years exclusively in environmental and hazardous waste-related projects. He has a comprehensive background in assessment of subsurface environmental conditions, data evaluation, and the design and implementation of practical soil and groundwater remediation programs. He has been the principal investigator at several federal Superfund sites and has authored numerous remedial investigation, feasibility study, and remedial action plan reports. Mr. Miller has permitted, built, and operated groundwater remediation systems for contaminants ranging from petroleum hydrocarbons through VOCs to 1,4-dioxane and hexavalent chromium at flow rates ranging from 20 to 1,800 gpm. He has designed or advised water purveyors on wellhead treatment systems for VOCs, 1,4-dioxane, and perchlorate and, along with federal and several state regulatory agencies, is part of the South El Monte Operable Unit working group on groundwater quality issues, almost all of which are related to VOCs and perchlorate. Mr. Miller also advises clients regarding compliance with federal, state, and local requirements related to the storage, treatment and disposal of hazardous substances, including tiered permit and related program requirements. Mr. Miller also has experience in the design of water impounding structures, stormwater diversion structures, and the environmental aspects of leach pad design, waste rock piles, and seepage through tailings dams. In addition, Mr. Miller frequently provides litigation support for clients and attorneys and represents clients in negotiations with regulatory agency personnel regarding investigation and remediation strategies, cleanup goals, and site closures.

EDUCATION

- B.S. with Honors, 1981, Civil Engineering, University of Newcastle upon Tyne, England

OCCUPATIONAL SAFETY/TRAINING CERTIFICATION

- Health and Safety Training for Hazardous Waste Site Activities in accordance with 29 CFR Part 1910, including supervisor training
- Numerous “tailgate” and several formal health and safety training classes including instruction and specific chemicals such as dioxin.

PROFESSIONAL REGISTRATIONS

Registered Civil Engineer, California, No. C 042600
Registered Civil Engineer, Nevada, No. 14032
Registered Civil Engineer, New Mexico No. 11714
Registered Civil Engineer, Oklahoma, No. 16585
Registered Civil Engineer, Wyoming, No. 5549
Licensed Contractor (A, HAZ), California, No. 838470

PREVIOUS EMPLOYER AND POSITION TITLES

2004	Principal, Avocet Environmental, Inc.
1986 - 2004	Principal, England Geosystem, Inc. (formerly Geosystem Consultants, Inc.)
1985	Project Manager/Project Engineer, Environmental Solutions, Inc.
1982 - 1984	Assistant Project Engineer, D'Appolonia/IT Corporation
1978- 1981	Design Draftsman, Brian Armstrong Associates (UK)
1974 - 1978	Civil Engineering Technician, University of Newcastle upon Tyne (UK)

REPRESENTATIVE PROFESSIONAL ASSIGNMENTS

- Project Manager for a 6,000 gpm perchlorate removal system at the Covina Irrigating Company's Baldwin Park Pumping Plant. Perchlorate will be removed by ion exchange (IX) in three pairs of vessels operated in parallel and series. The project also includes re-casing existing extraction wells, replacing the existing booster pumps, and replacing a reservoir roof. Avocet designed the system, prepared bid documents, and is currently the Owner's representative overseeing construction.
- Project Manager for upgrades to existing 5,000 gpm wellhead treatment system for the City of Monterey Park. Upgrades include addition of an air stripping tower to remove 1,1-dichloroethane and reconfiguration of existing liquid-phase granular activated carbon (LGAC) vessels from series and parallel to parallel operation only.
- Designed, permitted, and supervised construction of three "pump and treat" systems to inhibit solvent migration in shallow aquifer beneath South El Monte and Whittier Narrows Operable Units in San Gabriel Valley for the San Gabriel Basin Water Quality Authority. Also oversaw operation and maintenance (O&M) and monitoring and reporting.
- Project Manager and principal investigator for feasibility study for Orange County Water District to evaluate containment alternatives for very large chlorinated solvent plume in drinking water aquifer. In addition to chlorinated solvents, the plume locally contained 1,4-dioxane and perchlorate. Project included conceptual design followed by detailed design of extraction and treatment facilities.
- Project Manager and principal investigator for interim remedial investigation/feasibility study for the South El Monte Operable Unit in the San Gabriel Valley in Los Angeles County, California, including representing potentially responsible parties (PRPs) in discussions with regulatory agencies and water purveyors.
- Project Manager and principal investigator for vadose zone soil and groundwater at six southern California facilities operated by a major aerospace contractor. Responsibilities have included removal of light non-aqueous phase liquids (LNAPL), extraction and treatment of

groundwater impacted by chlorinated solvents and hexavalent chromium, excavation of contaminated soil, and the demolition of contaminated buildings.

- Program Manager for the assessment, decommissioning, and remediation of several large (>100-acre) aerospace facilities in southern California as a precursor to divestment or redevelopment. Program includes exhaustive due diligence (Phase I environmental site assessment) studies, asbestos and lead-based paint surveys, assistance with permit closeout (including PBR), subsurface assessment, soil and groundwater remediation, and oversight of the environmental aspects of facility demolition.
- Project Manager for the assessment and decommissioning of several electronics facilities in California prior to divestment. Program included exhaustive due diligence studies, assistance with permit closeout (including PBR), subsurface assessment, risk assessment (including vapor intrusion), and oversight of the environmental aspects of facility demolition.
- Project Manager to define lateral and vertical limits of waste in five closed waste disposal areas at Camp Roberts, a 45,000-acre California Army National Guard installation. Waste disposal areas operated from World War II through late 1950s and early 1960s, although no records of type(s) and volume(s) of waste were maintained, and boundaries of waste disposal areas were not accurately known. Conducted comprehensive test pitting/test trenching program to verify waste boundaries and characterize wastes. Designed and installed networks of 13 suction lysimeters and 14 groundwater monitoring wells in shale and conglomerate bedrock beneath and around waste disposal areas.
- Project Manager for investigation of vadose zone and groundwater quality beneath and around Camp Roberts landfill. Scope of work included installation of suction lysimeters and groundwater monitoring wells around landfill perimeter and installation of landfill gas monitoring probes in and around waste disposal areas.
- Project Manager for investigation of three small, closed landfills (Kansas Avenue, Pennington Creek, and Story Park landfills) associated with an active California Army National Guard installation. Two landfills were outside of current boundary of installation on property now owned by county of San Luis Obispo. Investigations at these landfills included review of historical aerial photographs, test trenching, drilling in and around waste, and installing groundwater monitoring wells.
- Project Manager for investigation of groundwater quality around Sutter Avenue landfill at Camp San Luis Obispo. Included test pitting (over 60 test pits) to delineate extent of waste deposits, a Hydropunch® groundwater quality investigation, installation of upgradient (background) and downgradient monitoring wells, and landfill gas survey.
- Program Manager for five successive, two-year contracts with state of California for investigation and remediation of leaking underground storage tanks at state-owned facilities.
- Principal Engineer for site characterization and groundwater remediation at chemical warehouse/distribution facility in San Jose, California. Contaminants included aromatic and halogenated solvents, alcohols, glycols, and ketones. Groundwater remediation system

- included hydraulic control with treatment of extracted groundwater by air stripping and bio-oxidation.
- Principal Engineer for site characterization and groundwater remediation at a chemical manufacturing facility in Newark, California. Designed shallow zone hydraulic control system involving 26 extraction wells manifolded to single aboveground vacuum pump. Extracted groundwater treated by activated carbon adsorption to remove ethylene dibromide and other organic contaminants.
 - Project Manager for a gas station remediation project involving site dewatering and excavation/aboveground treatment of about 10,000 cubic yards of soil.
 - Project Manager for groundwater investigation and cleanup at paint manufacturing facility in southern California. Involved recovery of xylene and toluene from groundwater surface. Over 8,000 gallons of product recovered.
 - Project Manager for removal of several underground tanks and abandonment of several monitoring wells, and two dry wells at a microprocessor manufacturer in Chandler, Arizona. Included a groundwater quality investigation and remediation. Responsibilities included design and installation of monitoring system, interpretation of groundwater quality data, and contaminant transport modeling.
 - Worked on design, permitting, and construction of gold mine in Imperial County. Responsibilities included hydrologic analysis of aquifer system, pumping tests, design of storm runoff diversion channels, synthetic liner systems for heap leach pads, solution ditches and ponds, design and installation of vadose and groundwater monitoring systems, and preparation of several reports and submittals to regulatory agencies.
 - Project Engineer for site investigations related to decommissioning, sale, and redevelopment of two major steel facilities in Los Angeles area. These projects involved satisfactory resolution of soil and groundwater contamination issues prior to approval of sale by regulatory agencies.
 - Principal Geotechnical Investigator during RCRA permitting for expansion of Class I disposal facility in northern California. Project involved design and implementation of geotechnical investigation to determine foundation design, slope stability, and permeability parameters. Design work included liner, leachate collection, and leakage detection systems, which involved difficult stability problems on steeply sloping canyon walls. Was directly responsible for preparation and submittal of several design documents to EPA.
 - Responsible for extensive field investigation for heavy metal contamination at manufacturing plant in Los Angeles and development of cost-effective Remedial Action Plan.
 - As part of Emergency Response Team, was geotechnical engineer on projects such as train derailment in southern Arizona involving spillage of hazardous chemicals. Subsequent project involvement included evaluating and costing remedial alternatives, report writing, and presentations to regulatory agencies.

- Participated in investigation and cleanup of several USEPA Superfund sites in California and Michigan. Remedial actions at these sites included soil excavation and off-site disposal, on-site soil and water treatment, and positive containment by bentonite slurry cutoff walls.
- Designed and installed several groundwater quality monitoring systems for major chemical and manufacturing companies in California and Arizona.
- Performed geotechnical and hydrogeologic investigations for numerous product leakage incidents for several major oil companies. Worked on numerous service stations and storage terminals throughout southern California and implemented several different recovery strategies to suit groundwater conditions.
- Supervised and provided quality control for soil-bentonite cutoff wall for tailings dam for gold mine in northern California.
- Engineer on several conventional geotechnical projects, including emergency grading and creek stabilization to protect foundations of important state highway bridge in Orange County, California.
- Participated in Environmental Impact Study for proposed gold mine in northern California and involved in site investigation and design of several small water impounding structures for same project.

PROFESSIONAL AFFILIATIONS

Institution of Civil Engineers, London, England
American Society of Civil Engineers
Groundwater Resources Association of California



Kevin Alexander, PE

Vice President

Mr. Alexander is Vice President and Project Manager for advanced treatment and recycled water projects. He has led the pilot and demonstration testing of advanced treatment processes including Ozone, MF, RO, and concentrate treatment. He has developed procurement documents for over 30 MF, RO, UV, Ion Exchange and MBR systems and assisted many agencies with negotiations with technology manufacturers.

Education

B.S. Civil Engineering, Missouri University of Science and Technology (Previously University of Missouri at Rolla)

Certification/License

Professional Engineer: CA, OK, AZ, ID, TX, WA

Areas of Expertise

- Project Management
- Project Delivery
- Microfiltration
- Membrane Bioreactors
- Reverse Osmosis
- Drinking Water
- Wastewater
- Water Reclamation
- Concentrate Treatment

Experience

- 21 total years
- 3 years with Hazen

Professional Activities

AWWA, AZWA, AMTA

CA-NV AWWA,

CA Water Reuse Association

WaterReuse Association

WEF

Technical Publications

Author of more than 30 technical presentations and publications.

City of Signal Hill – Design Build Project for a NF Treatment Plant for Well No. 9, Signal Hill, California

As part of the Filanc DB Team, Mr. Alexander is the Design Project Manager responsible for the process, civil, electrical, structural and mechanical design of the NF plant from the well pump through the treatment process and into the distribution system. Project pursuit required completion of value engineering, constructability and pricing of a 60 percent design to allow for development of a GMP for a 2.0 MGD NF treatment plant for color removal. Project cost proposal is under review.

Indio Water Authority – Hexavalent Chromium Treatment Plant Procurement and Design, Indio, California

As Project Manager, Mr. Alexander is leading the equipment procurement, design and engineering services during construction for three(3) x 4 MGD treatment plants to remove Hexavalent Chromium. The project is fast track with design and construction in less than 6 months.

City of Santa Barbara – Design-Build-Operate (DBO) Services For Reactivation and Operation of the Charles Meyer Desalination Plant, Santa Barbara, California

As part of the Acciona/Filanc DBO Team, Mr. Alexander was the Design Project Manager responsible for the civil, electrical, structural and mechanical design of the desalination plant from the open ocean intake through the treatment process. Project required a 60 percent design to allow for development of is a 2.9 MGD seawater desalination plant that is expandable to an ultimate capacity of 8.9 MGD. Project was not awarded to the Team.

Coachella Valley Water District – Water Supply Treatment for Hexavalent Chromium, Coachella Valley Water District, Palm Desert, CA

As Principle In Charge and Technical Advisor to the project. Mr. Alexander is providing assistance with reviewing project deliverables for the design of 31 wellhead treatment projects using Strong Base and Weak Base Anion Exchange processes and a central ion exchange regeneration facility.

Newland Communities - Southern Solution Water Treatment Evaluation and Design, Goodyear, Arizona

As Project Manager, Mr. Alexander lead the evaluation of the treatment processes and feasibility study for the project. The project is a 2 MGD wellhead treatment system for treating nitrate, arsenic and fluoride from a local groundwater with reverse osmosis. The project evaluated activated alumina and reverse osmosis and brine disposal alternatives. The project included evaluation of permitting and City of Goodyear operations coordination.

Coachella Valley Water District – Hexavalent Chromium Treatment Evaluation, Coachella Valley Water District, Palm Desert, CA

Assisted with technology evaluation for EDR, RO, brine regeneration treatment and evaporation ponds. Provided Technical Review of the wellhead treatment alternatives, reviewed feasibility level cost estimates, provided preliminary engineering of a Surface Water Treatment plant and provided input on the aquifer storage and recovery alternative.

Experience Prior to Hazen and Sawyer

City Of Scottsdale, Site 7 Arsenic Treatment Facility Piping Modifications, Scottsdale, Arizona (January 2012 – October 2012), Project Manager

Project includes design and installation of a control valve and flow meter for controlling bypass water for an Arsenic removal system. Responsibilities included design review, oversight and engineering support during construction and permitting. Project was delivered as a design-build project.

City of Goodyear, Bullard Water Campus, Goodyear, Arizona (January 2006 – June 2008), Project Manager

Assisted with the design and construction of a 10-mgd brackish groundwater RO system as part of a Design/Build Team. Responsible for the procurement of a 0.5-mgd, 18 inch diameter Koch MegaMagnum™ RO System and two additional 0.5-mgd 8 inch RO trains. Developed detailed process design of the overall RO system including the blending strategies. Developed detailed RO building drawings and provided review and oversight of the overall design.

Chino Basin Desalter Authority, Chino II Desalter, Moreno Valley, California (January 2003 – January 2006), Project Manager

Prepared plans and specifications for a 6-mgd Reverse Osmosis and 4-mgd Ion Exchange treatment system for removing Total Dissolved Solids and Nitrate from groundwater for potable use. Responsibilities included detailed design of the RO system from the cartridge filtration system through the decarbonation system. Additionally responsible for construction phase services, startup, commissioning and operations support services.

Water Replenishment District of Southern California, Goldsworthy Desalter, Torrance, California (January 2000 - December 2002), Project Engineer

Prepared plans and specifications for a 2.5-mgd brackish groundwater RO system for delivering potable water to the community. The treatment facility was designed to treat brackish groundwater created by the intrusion of the seawater. The design included detailed fabrication drawings of the RO system as well as complete chemical feed, cartridge filtration, decarbonation and stabilization systems.

City of Corona, CA, Temescal Desalter, Corona, California (January 2000 – January 2002), Project Engineer

Provided engineering services during the design build project for a 6-mgd Reverse Osmosis system for removing Total Dissolved Solids and Nitrate from groundwater for potable use.

Texas Water Development Board, Evaluating the Potential of Direct Potable Reuse in Texas, Austin, Texas (January 2013 to Present), Project Manager

Developed a resource document to assist TWDB and TCEQ in evaluation of projects for Direct Potable Reuse by either discharge to raw water prior to a drinking water treatment plant or directly mixing advanced treated water into potable distribution systems. Responsible for water quality evaluation, evaluation of treatment technologies, pilot testing protocols and assistance on Technical Advisory Panel.

City of Abilene, Hamby Wastewater Treatment Plant – Advanced Treatment Study, Abilene, Texas (January 2013 to November 2013), Project Manager

Developed the layout and process analysis for a MBR, RO and Ozone/BAF system for treating wastewater from the Hamby Wastewater Treatment Plant. The analysis compared MBR and RO, EDR, Ozone BAF, UVAOP and NF options for reclaiming wastewater for discharge back to the lake for potable reuse. Responsible for the development and design of the pilot test program for demonstrating Ceramic membrane and RO as part of the analysis.

Monterey Regional Water Pollution Control Agency, Monterey Peninsula Groundwater Replenishment Project, Monterey, California (August 2011-November 2013), Project Manager

The project is being developed to reclaim wastewater to provide a new source of potable water to the region under the 2011 draft groundwater recharge regulations from CDPH. Developed a feasibility study for a 4.4, 5 and 6-mgd MF, RO and UVAOP facility. Developed a pilot testing plan and protocol for testing Ozone, BAF, replaceable MF modules, RO and UVAOP.

West Basin Municipal Water District, Edward C. Little Water Recycling Plant, Phase 5 Expansion, El Segundo, California, (2011-2013), Quality Control

Reviewed 30% design build plans and specifications for expansion of the MF, RO and UVAOP systems at ECL-WRF to go to higher injection capacity..

Orange County Water District, Groundwater Replenishment System Expansion, Fountain Valley, California (July 2010 – January 2013), Project Manager

The expansion of the facility from 70 mgd to 100 mgd of MF, RO and UVAOP for seawater intrusion and aquifer recharge. Developed procurement documents for 30 mgd of Microfiltration and 30 mgd of UV for Advanced Oxidation. Assisted with negotiation of the contracts with the manufacturers.

Water Replenishment District of Southern California, Leo J. Vander Lans Expansion, Long Beach, California (October 2011-November 2013), Project Manager

Developed a 5-mgd design of the facility from 3-mgd to 8-mgd without increasing the waste discharge volume. Project included a high recovery 3rd stage RO system, and backwash treatment and recovery systems. Developed detailed pilot study plan for 12 gfd flux increase and the third stage RO system which uses a first of its kind forward and reversing RO train.

City Of Scottsdale, Water Campus Expansion, Scottsdale, Arizona (June 2008 –July 2013), Project Manager

The project is a 8-mgd expansion of the existing 12-mgd advanced water treatment system which uses MF and RO to reclaim tertiary effluent. The project includes replacement of the MF system with a newer style MF system and addition of a RO system utilizing large diameter RO elements. Developing the conceptual design and detailed design of the MF system and RO system. Developing MF system procurement to allow bidding through the general contractors.

Orange County Water District, Groundwater Replenishment System, Fountain Valley, California (July 1999 – January 2008), Project Manager

Assisted with the planning, pilot testing, design, construction and startup of an 80-mgd Microfiltration and 70-mgd Reverse Osmosis and UVAOP System to treat secondary effluent for injection into the seawater intrusion barrier and for aquifer recharge. Responsibilities included development of the preliminary design of all membrane systems and the developed pilot testing and demonstration testing program for MF and RO systems. Responsible for the preparation of the MF/UV equipment procurement documents and for the evaluation and selection of the MF membrane system using a detailed lifecycle evaluations. Responsible for the process/mechanical design of the complete RO system including the RO trains, RO building and associated equipment. Assisted in oversight of the detailed design of the MF system.

Vincent L. Diaz

Design-Build Project Manager



Vince is perhaps the most experienced Design-Builder of water infrastructure in California. Over the past decade he has led the construction of over \$350 million in Design-Build and CMAR projects to complement many times that value of work delivered by traditional contracting methods over his 40 year career. As a past President of the DBIA Western Pacific Region, Vince has invested significant personal effort in the promotion of Design-Build in the water industry and the development of best practices in delivery. With experience managing construction of the Silicon Valley Advanced Water Purification Facility for the Santa Clara Valley Water District, he understands how to collaborate with Owners and design engineers to overcome challenges to successfully deliver critical infrastructure.

West Basin Water Recycling Plant Phase IV Expansion (Design-Build), West Basin Municipal Water District, West Basin, California

Design-Build Project Manager.

\$51.7 million. Filanc completed the design-build delivery of the Phase IV Expansion of the West Basin Municipal Water District Edward C. Little Water Recycling Facility. This facility is among the most complex advanced water treatment plants in the world. It receives wastewater effluent from the City of Los Angeles Hyperion Wastewater Treatment Plant, and treats it into ultrapure water. The water is used in two systems; the Barrier Water System and the Title 22 System. Treated water is injected in the underlying aquifer through the Barrier System to inhibit the intrusion of salt water due to past over pumping of groundwater in the Los Angeles Basin. Water from the Title 22 System, is distributed to nearby petroleum refineries for use as process make-up water and for cooling.

The Phase IV design-build project consisted of the expansion of both systems. The Barrier water system was increased from 7.5 MGD to 12.5

MGD and the capacity of the Title 22 water system was increased from 30 MGD to 40 MGD. The upgrades to the Barrier Water Treatment included the design and installation of pretreatment components including cartridge filters, chemical addition, MF membranes (GE Xenon) and a 5 MGD RO system. The post-treatment system included hydrated lime treatment and decarbonation air strippers to reduce acidity and UV irradiation for disinfection. A previously existing chlorine contact basin was converted to serve as a new product water pump station.

The Title 22 System expansion included the conversion of an existing clarifier, recarbonation basin, and existing filters, an addition of a 5 MG product water storage tank and backwash water pump station, and modifications to the existing UV disinfection system.

Silicon Valley Advanced Water Purification Facility, Santa Clara Valley Water District, San Jose, California

Construction Manager and Project

Executive. \$52 million. The facility treats secondary effluent from the San Jose/ Santa Clara Water Pollution Control Plant to produce high-purity recycled

Education

Coursework in Engineering Technology and Construction Management, California State University Pomona

Experience

42 years

Joined Firm

1988

Relevant Expertise

- Large Design-Build Projects
- Alternative Project Delivery
- Microfiltration, Reverse Osmosis, Ultraviolet Disinfection
- Scheduling
- Large-Scale Construction Management
- Permit Support
- Cost Support
- Past President DBIA Western Pacific Region

Vincent L. Diaz

Design-Build Project Manager

water utilizing microfiltration (MF), reverse osmosis (RO), post-RO water stabilization and ultraviolet (UV) disinfection. Filanc constructed facilities that included the influent (MF Feed) pump station, 32,000 square foot MF/RO/UV process building, 2.25 million gallon stainless steel product water and 220,000 gallon inter-process storage tanks, various chemical storage and chemical feed facilities, 10 million gallon per day (MGD) RO transfer pump station and filter facility, decarbonation towers and transfer pump station, and a waste equalization pump station.

Modesto Phase 2 BNR/Tertiary Treatment Project, City of Modesto, California

Construction Manager and Joint Venture Project Executive. \$101 million. The project included construction of the primary effluent pump station and electrical building, RAS Pump Station, WAS and foam pump stations, tertiary effluent pump station, and consisted of two miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks, membrane blower building, UV building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System.

511 Pump Station (Design-Build), City of Oceanside, Oceanside, California

Design-Build Project Manager. \$2.9 million. The facility included three

vertical turbine pumps (each 1,562 gpm, 350 hp) in an existing clearwell at the Mission Basin Groundwater Purification Facility and about 2,500 feet of 18-inch ductile iron pipeline to deliver treated water to the 511 pressure zone. Work also included a surge tank, variable frequency drives and other electrical and controls equipment, and a 750 kW emergency generator. This design-build project was executed in a collaborative manner with the City and construction personnel within Filanc to incorporate value engineering and constructability improvements.

Michelson Water Recycling Plant Phase II Expansion, Irvine Ranch Water District, Irvine, California

Principal-In-Charge. \$90 million. Oversaw the construction of this project which involved the demolition of existing site structures, including the DAF, headworks, chemical storage, old chlorine contact chamber, an abandoned filter pump station, and portions of the aerobic digester basins. Existing structures were expanded or modified and included the influent trunk sewers, stormwater pump station, flow equalization basins, chlorine contact chamber, and aeration basin blower facilities. New construction included a headworks facility, primary sedimentation tanks, membrane bioreactor facilities, a high rate clarifier, UV disinfection facilities, odor control facilities, a floodwall, plus chemical systems, pump systems, and electrical facilities to support the treatment process.

4S Ranch Wastewater Plant Upgrade (Design-Build), Newland Communities, San Diego, California

Design-Build Project Manager. \$22 million. Oversaw the construction

of this design-build project which involved the construction of a 1.5 MGD wastewater reclamation plant and the upgrade and expansion of an existing 0.25 MGD treatment plant to 0.5 MGD. Treatment processes on this project included oxidation ditch, headworks, secondary clarifiers, sand filters and low-pressure UV disinfection. Also included was a RAS/WAS pump station, digesters, a sludge dewatering building, various pump stations and a reclaimed water pump station and reservoir. Extensive retrofitting work was required on all phases of the existing site. Because the work was being done in an operational plant several shutdowns were required. The plant remained in operation during all construction phases and all planned shutdowns were successful.

Camp Pendleton DBOM Southern/Northern Regional Tertiary Treatment Plant (SRTTP/NRTTP) P-1041, US Navy Southwest Division NAVFAC, Camp Pendleton, California

Construction Manager and Joint Venture Project Executive. \$152.6 million. Oversaw Filanc's work on the construction of two wastewater treatment plants at Marine Corps Base Camp Pendleton under a Design Build Operate and Maintain (DBOM) contract with the U.S. Navy. The project included the greenfield design-build construction of a new wastewater treatment plant in the northern portion of the base, the Northern Regional Tertiary Treatment Plant (NRTTP), and expansion of the existing Southern Regional Tertiary Treatment Plant (SRTTP). Both plants utilized sequential batch reactors to treat wastewater to California Title 22 discharge limit to create recycled water for the base and aquifer

Vincent L. Diaz

Design-Build Project Manager

restoration. Vince oversaw all staff, participated in formal Partnering with the Navy and ensured compliance with all contractual requirements.

Fresno/Clovis Organic Upgrade, City of Fresno, Fresno, California

Project Manager. \$105.7 million. Filanc increased the capacity of Fresno's WWTP from 80 MGD to 91 MGD. A new 105-foot diameter structural concrete digester was constructed with all necessary equipment along with a digester control building. Other area of work included a RAS/WAS pump station, tank drain pump station, secondary scum pump station, aeration and sedimentation basins, and a primary effluent flow splitting structure. Filanc also installed two new blowers in an existing blower facility and retrofitted two existing dissolved air flotation facilities including modifications to the distributed control system.

Michelson Water Recycling Plant Biosolids & Energy Recovery Facilities, Irvine Ranch Water District, Irvine, California

Project Executive. \$168 million. This IRWD Biosolids & Energy Recovery Facilities Project integrated a new state-of-the-art organics-handling system at the Michelson Water Recycling Plant. Scope of work for the new system included biosolids digestion, biosolids dewatering, biosolids drying to produce Class A Pellets for E-fuel and fertilizer, biogas treatment and management, energy recovery systems, and odor control systems.

Work included construction of sludge thickening centrifuge facility; fats, oils, and grease (FOG) facility; methane phase anaerobic

digestion via egg-shaped digesters; acid phase digestion via reinforced concrete tanks; biogas conditioning system; gas powered microturbines to generate electricity; reinforced concrete tanks for digested sludge storage; dewatering centrifuge facility; a masonry and reinforced concrete 37,000 SF solids handling building; centrate treatment facility; and a liquid treatment facility.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Construction Manager and Joint Venture Project Executive. \$57 million. The project included design and construction of 24 miles of 20-inch and 12-inch HDPE pipeline, three booster stations and a three MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill (HDD) crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate 5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

Alternative Fuel Receiving Facility (Design-Build), Encina Wastewater Authority, Carlsbad, California

Design-Build Project Manager. \$2.6 million. The project included a truck unloading station with an operator interface, a transfer pump with a rock trap and grinder for fats, oils and grease (FOG) prescreening, two 22,500 gallon steel FOG

storage tanks with recirculation pumps to keep the contents homogeneous, and metering pumps to transfer the FOG material to two existing digesters. A new mixed gas blower was also included to increase the existing capacity.

Hughson Wastewater Treatment Plant Upgrades and Expansion, City of Hughson, Hughson, California

Principal-In-Charge. \$15 million. The project increased the plant's capacity to 1.9 MGD. The expansion included the following major project elements: construction of new headworks, oxidation ditch, secondary clarifiers, biofilter system, RAS/WAS pump stations, belt filter press, percolation ponds, operations building, electrical service, standby generator, and yard piping and sitework.

F.E. Weymouth Water Treatment Plant Inlet Conduit Relocation and Rapid Mix System, Metropolitan Water District of Southern California, Los Angeles, California

Project Manager. \$31.5 million. Work on this phase consisted of the construction of a concrete box conduit connection from the upper feeder to the existing basin influent channel and new rapid mix facilities; relocation of return washwater piping and sulfuric acid feeds; modifications to existing chlorine gas injection facilities; installation of pumps; construction of yard piping, chemical trenches, electrical duct banks, and piping connections; grading; fencing for an SCE switchyard; and other appurtenant work as specified.



Nicole Blute, PhD, PE

Vice President

Dr. Blute is a Vice President and Operations Manager of the Los Angeles, California office. Dr. Blute develops and leads a wide variety of drinking water system projects, notably including water system planning, groundwater contamination treatment projects, technology testing for emerging inorganic and organic contaminants, distribution system water quality projects, and disinfection strategy evaluations.

Education

PhD, Environmental Engineering,
Massachusetts Institute of
Technology, 2002

BS, Environmental Science,
University of Rochester, New
York, 1996

BA, Chemistry, University of
Rochester, New York, 1996

Certification/License

Professional Engineer: CA

Areas of Expertise

- Advanced treatment
- Source water integration
- Distribution system water quality
- Corrosion control and stabilization
- Bench, pilot, and demonstration testing

Experience

- 19 total years
- 3 years with Hazen

Professional Activities

American Water Works
Association

- Research Division Trustee
- Inorganic Contaminants
Committee Chair

Society of Women Engineers

California Nevada AWWA

- Recycled Water Committee

Chromium 6 Treatment Design, Palm Desert, CA

Technical Director and Permitting Lead for the design of 31 treatment facilities to remove chromium from groundwater at Coachella Valley Water District, representing a \$22M design fee for a \$200-300M capital project. Project includes alternate delivery (Construction Manager at Risk). Treatment facilities include weak base anion exchange, strong base anion exchange, and a central regeneration facility for strong base resins. Project Manager for prior Domestic Source of Supply/Treatment Study on possible Colorado River water treatment and groundwater treatment for a combined 165 MGD of treatment to achieve compliance with the new chromium-6 regulation and add water supply diversification.

Indio Water Authority, Indio, CA

Technical lead on a compliance study and fast-track design and implementation of three treatment systems for chromium removal, involving ion exchange, going from concept to start up in 5 months. Provided analysis of source water quality characterization and evaluation of groundwater and surface water treatment options. Choices were narrowed in working with Indio to meet the timeline and budget for short term as well as long term compliance.

LADWP San Fernando Basin Remediation, Los Angeles, CA

Current Project Manager of the Owner's Agent team charged with assisting LADWP in identifying treatment for San Fernando Basin groundwater wells. This project builds on work conducted by Dr. Blute as a sub-consultant project manager on the Groundwater System Improvement Study, in which she developed conceptual designs and provided potential facility layouts. Contaminants of concern include VOCs, 1,4-dioxane, hexavalent chromium, perchlorate, nitrate, SOCs, and NDMA.

Desalinated Water Integration Study, West Basin Municipal Water District

Project manager working with West Basin and Metropolitan Water District to design, construct, and operate a demonstration facility for testing desalinated water impacts on distribution pipe materials. Project involves evaluating calcite contactor application for desalinated water stabilization to prevent corrosion and testing five pipe materials (concrete steel pipe, unlined cast iron pipe, copper pipe, lead solder, and brass meters) with multiple water sources: desalinated water, MWD water (Jensen), local groundwater from Manhattan Beach, and blends of these waters.

Demonstration and Pilot Studies of Hexavalent Chromium Treatment Technologies, Glendale, CA

Technical Lead and Project Manager for \$10M of demonstration and pilot studies of hexavalent chromium removal technologies in the City of Glendale, CA. As Owner's Agent, led technology testing of seven potential approaches, recommended selection of two (weak base anion exchange and reduction coagulation filtration) and facilitated Project Advisory Committee final selection, managed 30% design, assisted the city in procurement services (Design Build), prepared the project report submitted to DDW, and provided optimization service for the past 3 years to reduce costs. Facilitated communications between the many involved parties, including regulatory agencies (CDPH, CDWR, and USEPA), additional funding agencies (USBR, Water Research Foundation), other utilities (MWDSC, LADWP, Burbank, and San Fernando), and engineering firms representing potentially responsible parties of the Superfund site and regulatory interests). The results of the over twelve years of study comprise the state-of-the-art knowledge about hexavalent chromium removal technologies and were used by the state in setting the new regulatory limit.

Groundwater Treatment Optimization for the Main San Gabriel Valley Watermaster, San Gabriel Valley, CA

Provided technical guidance to the Watermaster for selection and optimization of treatment systems addressing highly impaired source water (subject to the 97-005 process), including aeration and GAC (liquid and vapor phase) for volatile organic compounds and 1, 2,3-TCP, ion exchange for perchlorate and nitrate removal (both the ISEP process and single-pass high-capacity resins), and UV/peroxide for 1,4-dioxane and NDMA. Provided water quality modeling services, evaluated vendor proposals for ion exchange and brine destruction operations to optimize perchlorate removal and minimize cost, and provided impact at meetings of utilities, vendors, and PRPs.

Treatment Selection and Cost Development for New Groundwater Sources, Los Angeles, CA

Project Manager for an evaluation of treatment options and costs for two new groundwater sources in the California Water Service Company East Los Angeles District. Constituents of concern include hydrogen sulfide, methane, ammonia, iron, and manganese, which present issues with primary MCLs (DBPs), secondary MCLs, and aesthetics. Technology evaluation included aeration, coagulation, filtration, breakpoint chlorination, nanofiltration, ferrate, and ozone. Footprints and cost estimates were developed after a workshop with the District and Water Quality Staff. Sewer discharge limitations and costs were key drivers in the process selection and approach to minimizing wastewater.



Ian Mackenzie, PE

Senior Associate

Ian is a civil engineer with more than 25 years' experience in water and wastewater projects. He has managed numerous projects for water supply and treatment including the design and construction of water treatment works, pipelines and reservoirs.

Education

B.Sc., Civil Engineering, Queen's University (Canada)

Certification/License

Professional Engineer: CA

Areas of Expertise

- Design and construction of wastewater/water treatment plants
- Design and construction of wastewater collection systems

Experience

- 29 total years
- 2 years with Hazen

Professional Activities

California Water Environment Association – WEF Delegate Director

Los Angeles Basin One Water Symposium – Organizing Committee

Stockholm Junior Water Prize – California State Coordinator 2015-16

Project Manager, Enhanced Groundwater Recharge Facilities Study, Coachella Valley Water District

Mr. Mackenzie served as Project Manager for this project which evaluated the feasibility of constructing approximately 60,000 linear feet of pipeline to transfer water from the Coachella Canal to a proposed groundwater recharge facility in Rancho Mirage. The study evaluated alignment options, construction feasibility and capital and operating costs to develop a recommended alignment.

Design Engineer, Domestic Water System Source of Supply/Treatment Study, Coachella Valley Water District

Mr. Mackenzie served as Design Engineer for this project which will improve the security and quality of water supply to California's Coachella Valley Region. The project evaluated a series of options involving both groundwater and surface water supplies. Mr. Mackenzie was responsible for developing conceptual designs for option evaluation.

Design Engineer, Ocean Water Desalination Demonstration Facility Decommissioning, West Basin Municipal Water District, CA

Mr. Mackenzie served as Design Engineer for this project which will improve decommission an existing desalination pilot facility in Redondo Beach CA. The aim of the project is to return the facility to its pre-existing condition while maximizing re-use of the pilot facilities. Mr. Mackenzie had overall responsibility for the preparation of bid documents for the decommissioning project.

Design Engineer, Cr VI Program, Santa Ynez River Water Conservation District

Mr. Mackenzie served as Design Engineer for this project which will improve the security and quality of water supply to Improvement District No.1 in Santa Ynez CA. The project evaluated a series of treatment and well modification options to reduce Chromium VI levels in well water. Mr. Mackenzie was responsible for developing conceptual designs for option evaluation and will lead the team that designs the new treatment facilities.

Project Manager, Evaluating Disinfectant Processes & Mixing at the Suburban Water Systems Plant 409, SouthWest Water Company, CA

Mr. Mackenzie served as Project Manager for this project which will improve chemical dosing facilities at a wellhead treatment facility in La Mirada CA. The project developed a methodology to improve the consistency of dosing and to resolve issues with scaling and precipitation scope of the project includes an evaluation of existing dosing facilities and design of improvements.

Design Engineer, RO Process Evaluation Services, City of Santa Monica, CA

Mr. Mackenzie is responsible for preparing the design for a new chloramination system at the City of Santa Monica's Arcadia Treatment Plant. The new chloramination facility will protect the existing RO membrane system from biofouling without risk of chemical damage to the membranes.

Design Engineer, Groundwater Treatment Facility, La Verne CA

Mr. Mackenzie prepared a conceptual design for an air stripping at the City of La Verne's Amherst Treatment Plant. The new air stripping facility will remove dissolved carbon dioxide to decrease the corrosivity of the groundwater.

Project Manager, Investigation of Alternative Pipeline Alignments and Reservoir Site, City of Banning, CA

This study examined four alignments for a water main connecting to a proposed new 8 MG reservoir. The study considered construction issues, permitting and other regulatory issues and cost and developed a recommendation for a preferred alignment. The study also examined an alternative reservoir location on an adjacent site and considered construction issues, flooding risk and permitting and other regulatory issues associated with this site. Mr. Mackenzie led the team which produced this report.

Project Manager, 30 and 24 inch Water Transmission Pipeline, City of Banning, CA

This project included the design and construction of 9000 feet of new steel water transmission pipelines in the City of Banning. Some parts of the pipeline were constructed in jacked sleeves to minimize impacts on sensitive areas. As Project Manager, Mr. Mackenzie oversaw the preparation of design drawings and specifications and assisted the City in conducting the bid process and construction supervision for the project.

Project Manager / Project Engineer Water Treatment and Transfer Facilities at Au Tau, Yuen Long - Stage II, Hong Kong

This project upgraded an existing water treatment facility to increase capacity from 30 MGD to 90 MGD. In addition to the construction of additional clarifiers and filter units the contract included expansion of the existing primary service reservoir and construction of new sludge dewatering facilities. Key construction challenges included constructing and commissioning new facilities immediately adjacent to the existing operating water treatment works without acting its operation - this required very close coordination between the contractor, construction manager and the authorities operating staff. Mr. Mackenzie served initially as Project Engineer responsible for the design of pipelines and surge suppression facilities. Subsequently, as Project Manager Mr. Mackenzie oversaw the construction and commissioning of the facility. In this role he was responsible for coordination between the contractor and client staff to ensure that commissioning activities did not disrupt the operation of the existing facility as well as confirmation of acceptance of the new facilities into service.



Wyatt Dressler, PE

Structural

Mr. Dressler is a Principal Engineer in the Los Angeles, California office of Hazen, specializing in structural and seismic design of water and wastewater treatment facilities, water storage facilities and support systems for conveyance pipelines.

Education

BS, Civil Engineering, California State University Northridge

Certification/License

Professional Engineer: CA

Areas of Expertise

- Structural Design for Water & Wastewater Treatment Facilities
- Bridge Pipeline Crossings

Experience

- 11 total years
- 1 year with Hazen

Professional Activities

American Society of Civil Engineers

Mr. Dressler is educated in reinforced concrete, reinforced masonry and steel design for both building and non-building applications, and has a comprehensive understanding of structural engineering principles and practices. Mr. Dressler has experience with structural modeling as well as seismic and structural evaluation and assessment of existing structures.

Cypress Water Production Facility, Lomita, CA

Structural Design Engineer for the Cypress Water Facility Upgrades and Zone 2 Connection Projects, CWTP Treatment Plant. The project consists of improving the disinfection system for Chloramination and blending Metropolitan Water District (MWD) drinking water to reduce the total amount harness in the water supply. The treatment plan portion of the project includes plan modifications to remove hydrogen sulfide and methane from the City's well, aging the treated water to stabilize the well water before blending MWD water before placing it in the distribution system.

Chromium 6 Water Treatment Facilities, Coachella Valley Water District, Coachella, CA

Structural Design Engineer on the design team for the Coachella Valley Water District Chromium 6 Water Treatment Facilities Project, located in California's Coachella Valley. The project involved design and construction of groundwater treatment facilities to reduce concentrations of hexavalent chromium below regulatory limits. The project included a new Central Resin Regeneration Facility and remote well treatment sites utilizing weak-base anion (WBA) and strong-base anion (SBA) exchange technology. Mr. Dressler's responsibilities on the design team involved leading the structural design and development of plans and specifications for the water treatment facilities at two WBA sites. The treatment facilities are located in an extremely high seismic region, and the structures were designed for risk category IV classification. Structural tasks included design of all building structures for the treatment process, below grade concrete hydraulic structures, and equipment foundations based on all applicable design loads in accordance with the governing building code and supplemental material design codes.

Experience prior to Hazen and Sawyer

Elizabeth Reservoir, Booster Pump Station and Well No. 29, South Gate, CA

Served as Structural Design Engineer on the design team for the Elizabeth Reservoir and Well No. 29 project in the City of South Gate. The structural scope of work included design of a concrete mat foundation for a new 2.3 MG steel tank reservoir and booster pump station at the reservoir site, and design of four concrete block buildings at the well site. The structural scope of work at the well site also included the retrofit of the foundations for an existing elevated steel tank reservoir. As Structural Design Engineer, project responsibilities included design, plans and specifications for the concrete block buildings and equipment supports at each site, which include the pump station building, well building, sodium hypochlorite building and generator building. Each building was designed with a gable roof and a flexible roof diaphragm consisting of metal deck with plywood sheathing and metal roof tiles. The structural roof framing consists of trusses made from square steel tubing. The well building was designed with a section of removable roof and removable walls in order to access and remove the well head.

Plant 224 Reservoir and Pump Station, Suburban Water Systems, Whittier, CA

Lead Structural Design Engineer responsible for the structural design, plans, specifications, and cost estimate for a 2,800 square foot single story concrete block pump station building on continuous concrete footings, located in the City of Whittier, California. The pump station is connected to two new cast-in-place, conventionally reinforced, rectangular concrete reservoirs with a capacity of 2.4 MG and 4.7 MG, which supply potable water to Suburban Water Systems' customers. The masonry building was designed with tall parapet walls to satisfy several design criteria which include the City's building architectural guidelines, shielding the roof mounted HVAC equipment from view, and reducing noise produced from the roof mounted equipment. The building was designed with specially reinforced shear walls based on seismic design category D. The building uses a flexible roof diaphragm comprised of 1 ½" deep metal deck supported on wide flange roof joists that span approximately 34 feet. The masonry building was designed for gravity loads due to roof dead load and live load, as well as lateral loading from wind and seismic.

Well 115 Drilling and Equipping, Irvine Ranch Water District, Irvine, CA

Structural Design Engineer for Irvine Ranch Water District's Well 115 site. The structural tasks included design of concrete block enclosure walls with stucco exterior on continuous concrete footings, concrete slab foundation for electrical cabinets, cast-in-place concrete wellhead pedestal and pipe supports, and custom designed structural steel framed swinging gate and automated rolling gate, along with their foundations, for access into the well site enclosure.

Carlsbad 50 mgd Seawater Desalination Plant, Poseidon Resources, Carlsbad, CA

Served as Structural Design Engineer on the design team for preliminary design of a 50 mgd seawater desalination plant in Carlsbad, California. The project includes state-of-the-art reverse osmosis and energy recovery design. This project also involved construction of approximately 16-miles of conveyance pipeline to serve the local city water agencies and their feeder systems. Structural tasks include design of several underground flow control stations, turnout vaults, and two bridge pipeline crossings. As part of the structural design team, Mr. Dressler's responsibilities included design of a pipe support system for two 24" and two 18" diameter pipelines to be supported from the deck overhang of two different bridge crossings, and design of a 700 square foot underground cast-in-place, conventionally reinforced, concrete vault to serve as a flow control station.



Christopher Thunhorst, PE

Senior Associate

Mr. Thunhorst is a Senior Associate with over 15 years of experience in electrical engineering for building systems, water and wastewater treatment facilities, and pumping stations associated with water distribution and wastewater collection systems. Mr. Thunhorst has worked for Hazen in the Midwest for over eight years and recently joined the West Region as the Electrical and Instrumentation Group Leader in the firms Irvine office

Education

BSEE, North Carolina State University, 2005

AAS, Asheville-Buncombe Technical Community College, 2001

Certification/License

Professional Engineer: CA, OH, KY, TN, IN, PA, MO

Areas of Expertise

- Medium and Low Voltage Power Distribution
- Standby Power Systems
- Control Systems
- Process Instrumentation
- SCADA Systems

Experience

- 15 total years
- 8 years with Hazen

Professional Activities

Instrumentation, Systems, and Automation Society

International Association of Electrical Inspectors

Well #9 Water Treatment Plant, Signal Hill, CA

Lead Electrical Engineer for the design of a nano-filtration water treatment plant with a treatment capacity of 2 MGD. The design includes a new well pump, cartridge filter pre-treatment, two NF treatment trains, chemical feed systems, product water tank, product water pumps, non-recoverable waste system, clean in place system, and an operations/training building. The electrical design also includes a 600kW diesel standby power generator. This project implemented a Design/Build alternative delivery approach and construction of the Well #9 WTP is scheduled to be complete in June of 2016.

Muncie WTF Phase 1 Improvements Project, Indiana American Water Company, Muncie, IN

Lead Electrical Engineer for the Muncie WTF Phase 1 Improvements Design/Build Project which included a new electrical service, new standby power system including a 1,000 kW, 480V generator, new High Service Pump Station, new Clearwell, and chemical feed system modifications.

Richard Miller Treatment Plant, Greater Cincinnati Water Works

Electrical Engineer for the Richard Miller Treatment Plant Generator Project which included the installation of a new 1,000kW, 4,160V standby generator to supply backup power to the Filter Building. The project also included modifications to the existing medium voltage switchgear and new paralleling controls to allow closed transition transfer and soft loading capabilities.

Carson Regional WRF Plant Improvements, Carson, CA

Lead Electrical Engineer for the plant improvements project including design of a new 2 MGD tertiary-MBR, a 2.64 MGD microfiltration system, modifications to the potable water service, and a new standby power system to supply backup power to the RO product pumps and limited tMBR loads. Design of the plant improvements are scheduled to be complete in September 2016.

Cypress Water Production Facility, Lomita, CA

Lead Electrical Engineer for the improvements project which includes adding an exhaust fan and a methane gas monitor to the existing concrete storage reservoir, modifications to the yard piping, the addition of flow-meters and automated control valves to automatically blend a new MWD supply with treated well water, modifications to the existing chemical feed system, and modifications to the SCADA system to allow remote monitoring and control by the central control system.

Richmond Road Station WTP Plant Improvements, Kentucky American Water Company, Lexington, KY

Technical Advisor for the design of improvements to the 25-MGD water treatment plant. Improvements include a new filter building to replace the existing filter building, a new chlorine contact basin and a new backwash pump station. The project is currently under construction and will be constructed using a construction manager at risk.

Pierce-Union-Batavia WTP, Clermont County, OH

Electrical Engineer for the study and design of water plant improvements and wellfield rehabilitation for the 15 MGD Pierce-Union-Batavia groundwater treatment plant. Project includes new filter media, new field instruments, new and rehabilitated wells in a floodplain and associated electrical and I&C work.

Bob McEwen WTP, Clermont County, OH

Electrical Engineer for the plant improvements project including a new 18 MGD, 10 minute EBCT GAC facility with intermediate lift pumps, modifications to several chemical systems including gas chlorine, coagulant, polymer and sodium hydroxide. The project also included a new instrumentation and control system for the new GAC facility, as well as replacement of the existing Distributed Control System (DCS) for the entire plant with a non-proprietary PC/PLC based system.

Cornell PS and Irwin-Simpson PS, Greater Cincinnati Water Works

Electrical Engineer for the pump station generator project which included the installation of two new 480V generators, 500kW and 450kW respectively, at the Cornell and Irwin-Simpson Pump Stations. The scope of this project also included the installation of new service entrance switchboards and automatic transfer switches.

Glendale WTP, Village of Glendale, OH

Electrical Engineer for the Phase 2 water treatment plant improvements project. Improvements included installation of VFDs on lime softening mixers, replacement of lime feed silo, installation of new chemical feed system, modifications to well pumps, SCADA system improvements, and a new Laboratory.

Bogan Road PS, Buford, GA

Electrical Designer for the Water Pump Station upgrades increasing the pumping capacity to 7500 gpm. Upgrades include expanding the existing Building, replacing the existing Booster Pumps, relocating the existing Pump Controls, and replacing the existing Electrical Distribution Equipment.



Jerry Gantney, PE, PLS

Senior Associate

Mr. Gantney specializes in water and wastewater projects and leads the design for a wide variety of water projects, groundwater treatment projects water and wastewater trunk and distribution system projects. His broad experience in the civil engineering field allows him to lead engineering teams to prepare planning, design, and construction.

Education

BSCE, Civil Engineering, California Polytechnic University, Pomona

Certification/License

Professional Engineer: TX

Civil Engineer: CA

Professional Land Surveyor: CA

Areas of Expertise

- Pipeline Design for Potable Water Systems
- Grading Plan Design
- Site Development Planning
- Sewer Systems Design for both trunk mains and distribution systems
- Hydraulic Analysis for both open channel and closed conduits
- WW and WTP Civil Engineering Design, site plan, grading, paving fencing, yard piping, site access, access roads, ponds, dykes, storm water design
- Prepares Technical Specifications for projects.
- Construction Cost Estimating
- Engineering Services during construction
- Land Surveying and horizontal control for project plans.

Experience

- 38 total years
- 1 year with Hazen

Professional Activities

AWWA, ASCE, APWA, CLSA

Cypress Water Production Facility, Lomita, CA

Project Manager and Civil and Mechanical Engineering Design Lead for the Cypress Water Facility Upgrades and Zone 2 Connection Projects, CWTP Treatment Plant. The project consists of improving the disinfection system for Chloramination and blending Metropolitan Water District (MWD) drinking water to reduce the total amount harness in the water supply. The treatment plant portion of the project includes plant modifications to remove hydrogen sulfide and methane from the City's well, aging the treated water to stabilize the well water before blending MWD water before placing it in the distribution system.

Garvey Well No. Equipping and Treatment, Golden State Water Company (GSWC), Rosemead, CA

Project Design Engineer and Lead Civil and Mechanical Engineer for the mutli-discipline project well water 1,000 gpm GAC exchange for tetra-chloroethylene (PCE) treatment facility and future ion exchange design for perchlorate treatment when needed. Mr. Gantney prepared the Civil Engineering plans and Mechanical plans and coordinated the Land Surveying, Architectural, Structural, Electrical, Instrumentation and Controls and Landscaping disciplines for the well treatment project. The project included future expansion for ion exchange treatment of perchlorate and a new chlorine disinfection system with on-site generation of sodium hypochlorite in a new disinfection building. A new well building was designed as a timber building with a roll-away portion for accessing the well pump. The treatment system was designed as concrete pad with space for large semi-trucks to maneuver for maintenance. The drainage drains to the LACRCD owned storm drain system and connecting the finished drinking water to the GSWC's water distribution system on Garvey Road.

Well No. 41 Wellhead Treatment, Ontario Municipal Utilities Company (OMUC), Ontario, CA

Project Design Engineer and Lead Civil and Mechanical Engineer for the multi-discipline project well water 2,350 gpm ion exchange perchlorate removal treatment facility. Mr. Gantney prepared the Civil Engineering plans and Mechanical plans and coordinated the Land Surveying, Architectural, Structural, Electrical, Instrumentation and Controls and Landscaping disciplines for the well treatment project. The project included ion exchange treatment for perchlorate and a new chlorine disinfection system with on-site generation of sodium hypochlorite (relocation of existing disinfection system from Well No. 41 building), associated site improvements on a small site. Additional improvements consisted of approximately 1,300-feet of 16-inch diameter CML&C untreated groundwater supply pipeline, 200 LF of 16-inch diameter CML&C treated water pipeline, including a by-pass system to a 350-feet of drain 18-inch diameter RCP storm drain connected to the City owned storm drain. The ion exchange treatment process included three cartridge type pre-filters, four 12-foot diameter ion exchange treatment vessels (two trains in lead-lag configuration), along with flow metering, controls and drains to the City owned storm drain system and connecting the treated water to the City's water distribution system.

Well 64 and 65 Equipping and Treatment Project, Moreno Valley, CA

Civil Engineer for the equipping of two new drinking water production wells and the treatment of the raw water to remove nitrate and perchlorate from the groundwater. The project consisted of one new well located about a mile from the central treatment facility on Ironwood, east of Heacock Street and a second well on the same property as the treatment facility located at Hemlock Avenue and Davis Street. The treatment plant would treat approximately 2,000 gpm initially and expand for treating up to 3200 gpm. The treatment plant would treat the raw water with a pre-treatment bag filter, system, then, remove the perchlorate using ion exchange vessels. Then, the nitrate would be removed using a proprietary regenerating ion exchange system and granulated activated charcoal to remove organics. The treated water would be disinfected using Chloramination and then pumped into the nearby water distribution system. The treatment plant design provided space for additional treatment capacity for more at least one more well of about 1,200 gpm.

Groundwater Production, Restoration and Transmission Mains, Castaic Lake Water Agency, Santa Clarita, CA

Lead Civil Engineer for the design engineering, bid assistance services and engineering support services during construction. The project consisted of 22,000 lineal feet of both drinking water and untreated well water (perchlorate contaminated) in pipe sizes ranging from 48-inch to 10 inch. There were 4 bridge crossings (Valencia Bridge, Magic Mountain Bridge two times and Bouquet Canyon Road Bridge). The pipeline project was a part of the Agency's lawsuit settlement to clean up the Whittaker-Bermite perchlorate contaminated site near Magic Mountain Parkway and Bouquet Canyon. There were two main pipelines, one for drinking water supply to the Agency's retail water companies and new extraction wells to remove the perchlorate contaminated plume in two existing well sites along the South Fork of the Santa Clara River. The work also included coordination with the Agency to determine the appropriate distribution for the lawsuit between the Whittaker-Bermite site owners and the Agency.

Bunker Hill Conjunctive Use Project for Groundwater Banking and Extraction, San Bernardino Valley Municipal Water District, Redlands, CA

Lead Civil Design for this 8 groundwater well project in the City of Redlands to extract up to 40,000 acre-feet per year (24,700 gpm) along Alabama Street (14,000 feet of 36-inch CML&C steel) pipeline and Orange Street 10,000 feet of 30-inch CML&C steel) pipeline, near the Santa Ana River. The initial project was to develop the

cost for the first phase of the improvements on a per acre-feet per year basis for the participating member agencies for the capital funding and cost allocation terms for each member agency. Mr. Gantney prepared preliminary raw water pipeline alignment investigation for the two pipeline routes and the raw water pump station layout for the discharge at the Texas Reservoir site. Also included was the capital cost of the pipeline, pump station and well improvements. This project is seen as a water supply reliability project for a dry Southern California region.

Perris Valley Pipeline, Metropolitan Water District of Southern California, Cities of Riverside & Perris, CA

Project Manager and Lead Design Civil Engineer trunk main drinking water pipeline projects. The first project (Phase 1), called Perris Valley Pipeline Phase 1 was the onsite Henry J. Mills Plant 108-in CML&C pipeline and Guard Valve Vault (34-ft square by 29 feet deep, with a 72-in motorized high performance butterfly valve, acoustic flow meter and a new 48-inch Western MWD Turnout. Phase 2 of the Perris Valley Pipeline (Design/Build) was also called the North Reach, consisting of 2.5 miles of 108-in and 96-in CML&C steel pipeline and tunnels, continuing the 108-inch CML&C pipeline from Phase 1 to Alessandro Blvd. Then the 96-inch CML&C pipeline continued east on Alessandro Blvd to the I-215 Freeway and turned south, parallel with the I-215 Freeway to Cactus Avenue. A new 48-inch Eastern MWD was constructed. Phase 3, also called the South Reach. The 96-inch CML&C pipeline was continued south between the Riverside County Transportation Commission (RCTC) Railroad and the I-215 for about 4 miles to Harley Knox Blvd, where a new Eastern MWD Turnout was constructed. The South Reach crossed the RCTC twice, including a 1700-ft tunnel under the BNSF Railroad and Caltrans I-215 freeway times using 127-inch steel tunnel casing. The work included assisting MWD with right-of-way, easement acquisitions permits from both RCTC and Caltrans as well as relocation of existing power poles and street reconstruction. The work included coordinating the future improvements with Caltrans to widen the I-215 freeway and a new Van Buren Bridge to be constructed near the 96-inch pipeline.

West Coast Basin Desalination Program, Water Replenishment District (WRD), Torrance and Redondo Beach, CA

Lead Civil Engineer for the civil engineering design of two desalination treatment facilities using reverse osmosis. The purpose was to restart old wells shut-down due to saltwater intrusion and treat the water for use in the drinking supply. Two new desalinization treatment plans were proposed to treat nearby wells and discharge the brine wastewater to the nearest ocean outfall. The project also included 15,000 feet of 12-inch PVC raw water pipelines and 12,000 feet of 12-inch PVC brine pipeline for one facility, and 13,000 feet of PVC 14-inch brine pipeline connected to the City's storm drain ocean outfall pipeline. The pipelines were located in busy City streets. The project also required a brine discharge permit from the Los Angeles County Department of Public Works connection and NPDES (National Pollution Elimination Discharge Elimination System) Permit

RESUME**ALICE CHOI**

SUMMARY

Electrical Engineer with 25 years of experience in the Instrumentation and Controls field. During that time, involved in all phases of a project – from conception, to design, to implementation; and finally, to start-up. Engineering work has included designing and writing specifications and implementing turn-key systems. Integral knowledge of the Water and Wastewater industry.

HIGHLIGHTS

- | | |
|----------------------------------|------------------------------|
| • SCADA Design | • Assessing Existing Systems |
| • Electrical and Wiring Diagrams | • Radio, Fiber, T1, Cellular |
| • Programming HMI, PLC, OIT | • Radio Survey |
| • Instrumentation | • Calibration |

EXPERIENCE

- Working mainly in the Water/Wastewater industry for the past 20 years.
- Assessed several existing SCADA System and made recommendations to the Owner on replacing outdated equipment or software.
- Programmed SCADA HMI, PLC, Operator Interface, and Reports
- Programmed Pump Stations using different methodologies:
 - Level/Pressure/Flow Control
 - Pressure/Flow Tracking PID
 - Pumps On/Off with Time Clock
 - Pumps On/Off with Edison TOU and Edison ADR
 - Lead/Lag/Standby Pump Configuration
- Programmed Treatment Plant ION-GAC Vessels, VOC Towers, Metering Pumps
- Conducted Radio Surveys in the field using radios, antennas, and trucks.

PROGRAMMING

- | | |
|---------------------------------|-----------------|
| • Wonderware Archestra | • Allen Bradley |
| • Wonderware Intouch | • Modicon |
| • Allen Bradley RSView | • Tesco |
| • Inductive Automation Ignition | • Siemens |
| • FactoryLink | • Simantic TI |
| • WinCC | |

EDUCATION

Bachelor of Science: Electrical Engineering, 1986
University of Southern California

RESUME

CONTROL AUTOMATION DESIGN

PROJECT SUMMARY

LA COUNTY ISD (2013 – Present) Marshall Canyon Reservoir and Pump Station
Modicon M340, Automation Direct C'more OIT, Wonderware Intouch 2012, Fiber Network
Furnished Instrumentation and Controls for the Reservoir and Pump Station. Designed and built (2) PLC Control Panels – one for the Reservoir and one for the Pump Station. The Reservoir and Pump Station PLCs communicated peer-to-peer for level control of the pumps. Each Control Panel had its own OIT mounted on door. HMI workstation located at ISD office on Easter Avenue, Los Angeles.

CITY OF PASADENA (1999 – Present) Water SCADA System
45 Sites (Reservoirs, Pump Stations, Wells, MWD Connections, Treatment Plant)
Modicon M340, Tesco RTU, Wonderware Intouch, Digital Telephone Network
Programmed original SCADA System. Upgraded the SCADA system in 2008 using Terminal Services, replaced Modbus Plus network with Ethernet, replaced Modbus serial to Modbus TCP. Recently programmed and start-up of new Treatment Plant. Currently implementing a SCADA upgrade with redundant servers and Wonderware Intouch 2012.

CITY OF FULLERTON (2011 – Present) Water SCADA System
25 Sites (Reservoirs, Pump Stations, Wells, MWD Connections)
Allen Bradley CompactLogix, Wonderware Archestra and Historian, Radio Network
Initial project was to provide the City with an assessment of its existing SCADA System. Conducted Radio Survey using Licensed and Unlicensed radios. Designed and implemented the City's new SCADA System Upgrade. Programmed and start-up of all sites with new PLC Control Panels and radios. Recently, implemented Edison Automated Demand Response (ADR) program into SCADA.

CITY OF GARDEN GROVE (1998 – Present) Water SCADA System
16 Sites (Reservoirs, Pump Stations, Wells, MWD Connections, PRV Stations)
Modicon Quantum and Compact, Wonderware Intouch, Digital Telephone Network
Programmed the original SCADA System. Recently upgraded several sites by modifying the existing control panel and replacing the PLC. Added new Wells to the SCADA System. Currently implementing the SCADA System Upgrade which includes replacing the telephone with fiber and adding Wastewater sites to the SCADA System.

CITY OF LONG BEACH (2013 – Present) S5 WasteWater Lift Station
Modicon M340, Maple System OIT, Wonderware Intouch, Radio Network
Troubleshoot and re-wire existing PLC Control Panel. Programmed, calibrated, and start-up of Lift Station.

CITY OF MONTEREY PARK (2001 – Present) Water SCADA System**25 Sites (Reservoirs, Pump Stations, Wells, Treatment Plant)****Allen Bradley SLC, Wonderware Intouch, Radio Network**

Designed and implemented SCADA System Upgrade in 2003. Furnished and installed new PLC panels for all sites. Since then, (3) different Treatment Plants have been added. Conducted Radio Survey to add repeaters to improve radio signals. Currently upgrading the SCADA system to Wonderware Intouch 2012.

CITY OF MANHATTAN BEACH (2006 – Present) Water/Wastewater SCADA System**15 Sites (Reservoirs, Pump Stations, Wells, MWD Connections, Lift Stations)****Allen Bradley SLC, Allen Bradley RSView32, T1 Network**

Designed and implemented the City's SCADA System Upgrade for the Water and Wastewater Department. Conducted Radio Survey using Unlicensed radios. Programmed the HMI and PLC. Currently in the Start-Up phase of the SCADA Upgrade.

CITY OF COVINA (2002 – Present) Water SCADA System**6 Sites (Reservoirs, Pump Stations, MWD Connections)****Allen Bradley CompactLogix and SLC, Wonderware Intouch, Unlicensed Radio**

Initial project was to provide the City with an assessment of its existing SCADA System. Conducted Radio Survey using Unlicensed radios. Furnished electrical diagrams and PLC wiring diagrams for SCADA Upgrade project. Implemented the SCADA Upgrade. Recently upgraded several sites to the CompactLogix; including programming and field modification of the Control Panel. Currently implementing Edison Automated Demand Response (ADR) system in SCADA. Final testing with Edison in (2) weeks.

CITY OF SOUTH PASADENA (2004 – Present) Water SCADA System**9 Sites (Reservoirs, Elevated Tanks, Pump Stations, Wells, MWD Connection)****Allen Bradley CompactLogix and SLC, Wonderware Intouch, Radio Network**

Initial project was to provide the City with an assessment of its existing SCADA System. Conducted Radio Survey using Unlicensed radios. Furnished programming and PLC Control Panels for the SCADA Upgrade. Recently furnished Instrumentation and Controls for a Reservoir and Booster Station Upgrade.

Anthony W. Hadsall

Superintendent



As Project Superintendent Mr. Hadsall coordinates and supervises multiple field construction projects and directs all field personnel to achieve project completion on schedule and within contract specifications. Anthony began his career in construction in 1989 as a carpenters apprentice in the Carpenters Union and has since worked his way up to Superintendent. He has experience as a project superintendent on jobs ranging from \$2.5 million up to \$54 million in contract size.

Mr. Hadsall has been with Filanc since 2007 and has completed Filanc's Supervisory Training Program. Anthony is also certified in CPR/First Aid and holds multiple safety certifications. He is responsible for managing self-performed employees and subcontractors in all trades and performing project documentation controls, budget management, project safety audits, risk analysis and interpretation of plans and specs.

Alternative Fuel Receiving Facility (Design-Build), Encina Wastewater Authority, Carlsbad, California

Superintendent. \$2.6 million. The project included a truck unloading station with an operator interface, a transfer pump with a rock trap and grinder for fats, oils and grease (FOG) prescreening, two 22,500 gallon steel FOG storage tanks with recirculation pumps to keep the contents homogeneous, and metering pumps to transfer the FOG material to two existing digesters. A new mixed gas blower was also included to increase the existing capacity.

Camp Pendleton Northern Regional Tertiary Plant (NRTTP) P-1043, US Navy Southwest Division NAVFAC, Camp Pendleton, California

Superintendent. \$54 million. Anthony served as the superintendent and backup Site Safety Health Officer (SSHO) for this joint venture project with CDM. He managed all work and supervised construction while enforcing Filanc's Safety Plan in absence of the SSHO. The scope of this project included

the construction of a new treatment plant to serve the new facilities being constructed in the Northern portion of the base. Filanc served as the General Contractor and provided onsite project management, project engineering, construction supervision, craft labor, and equipment.

Moreno Valley Secondary Clarifiers and Tertiary Treatment Expansion, Eastern Municipal Water District, Fountain Valley, California

Superintendent. \$28.5 million. This project for Eastern Municipal Water District was an expansion of the Moreno Valley WWTP. Work included new clarifiers, new chlorine contact basin and new electrical buildings. Modifications were made to the existing aeration basins, clarifiers, splitter boxes and chemical facilities.

Mr. Hadsall's duties on this project included administering the quality assurance/quality control program, supplying technical engineering and construction expertise, coordinating construction equipment resources, making personnel decisions, safety and

Experience

29 years

Joined Firm

2007

Certifications

CPR/First Aid

EM-385

OSHA 30-Hour

Forklift Operator

Scissorlift Operator

Competent Person

- Excavation
- Scaffolding
- Fall Protection
- Confined Space

Supervisory Training
Program

Relevant Expertise

- Design-Build Delivery Method
- Water and Wastewater Treatment

Anthony W. Hadsall

Superintendent

interfacing with project owners.

**Rialto Regional Biosolids and
Processing Facility, EnerTech
Environmental, Rialto, California**

Assistant Superintendent. \$48.5 million. This innovative, state-of-the-art design-build project for EnerTech Environmental involved the construction of a 750 wet tons per day biosolids treatment facility. The facility processes biosolids from multiple cities and counties to produce 145 dry tons per day of E-Fuel. E-Fuel is a renewable fuel that replaces a portion of the other combustible fuels currently burned at a cement processing facility in the high desert. Utilizing EnerTech's patented Slurry Carb® process, considerable savings are achieved during the sludge dewatering process by conserving energy and resources. Additionally, as an alternative to being burned off, digester gas, produced onsite, provides an energy-efficient method to fire the dryer/burner used in the sludge drying.

Mr. Hadsall's duties included assisting the superintendent with planning and scheduling all work, including concrete, piping, mechanical and civil, supplying technical and construction expertise, supervising field personnel, hiring craft personnel, and preparing drawings and submittals.

Omar Rodea, PE, DBIA, QSD

Preconstruction/Construction Engineering Manager



Omar serves as Filanc's Preconstruction Services and Construction Engineering Manager. As Preconstruction Services Manager, Omar leads the performance of formal value engineering and constructability reviews performed as part of Construction Manager at Risk (CMAR) and design-build projects, coordinates the bid handoff process between estimating and construction and initiates project controls including baseline scheduling, purchasing and project accounting. Project-specific construction quality, stormwater management and safety plans are also developed as part of preconstruction. Post-award, Omar oversees Filanc's Construction Engineering Department responsible for the development of shop and lift drawings, work packages and other services to support construction.

West Basin WRF Phase IV Expansion (Design-Build), West Basin Municipal Water District, El Segundo, California

Pre-Construction Manager. \$51.7 million. Managed piping and piping supports engineering design and detailing, development of value engineering proposals and submittal review, approval, and processing. Filanc completed the design-build delivery of the Phase IV Expansion of the West Basin Municipal Water District Edward C. Little Water Recycling Facility. This facility is among the most complex advanced water treatment plants in the world. It receives wastewater effluent from the City of Los Angeles Hyperion Wastewater Treatment Plant, and treats it into ultrapure water. The water is used in two systems; the Barrier Water System and the Title 22 System. Treated water is injected in the underlying aquifer through the Barrier System to inhibit the intrusion of salt water due to past over pumping of groundwater in the Los Angeles Basin. Water from the Title 22 System, is distributed to nearby petroleum refineries for use as process make-up water and for cooling.

The Phase IV design-build project consisted of the expansion of both

systems. The Barrier water system was increased from 7.5 MGD to 12.5 MGD and the capacity of the Title 22 water system was increased from 30 MGD to 40 MGD. The upgrades to the Barrier Water Treatment included the design and installation of pretreatment components including cartridge filters, chemical addition, MF membranes (GE Xenon) and a 5 MGD RO system. The post-treatment system included hydrated lime treatment and decarbonation air strippers to reduce acidity and UV irradiation for disinfection. A previously existing chlorine contact basin was converted to serve as a new product water pump station.

The Title 22 System expansion included the conversion of an existing clarifier, recarbonation basin, and existing filters, an addition of a 5 MG product water storage tank and backwash water pump station, and modifications to the existing UV disinfection system.

Education

B.S., Civil Engineering
San Diego State University
1997

Registration

Professional Engineer, Civil,
California No. C62854
DBIA Designated
Professional

QSD Qualified SWPPP
Developer

QSP Qualified SWPPP
Practitioner Certificate No.
20558

Experience

18 years

Joined Firm

1999

Relevant Expertise

- Preconstruction Services for Large Scale Design-Build Projects
- Management of Design-Build Projects
- Ultraviolet Disinfection

Omar Rodea, PE, DBIA, QSD

Preconstruction/Construction Engineering Manager

Modesto Phase 2 BNR/Tertiary Treatment Project, City of Modesto, California

Preconstruction/Construction Engineering Manager. \$101 million. Provided construction engineering support and led the pre-construction phase for this project that included construction of the primary effluent pump station and electrical building, RAS Pump Station, WAS and foam pump stations, tertiary effluent pump station, and consisted of two miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks, membrane blower building, UV building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System.

511 Pump Station (Design-Build), City of Oceanside, California

Design-Build Project Manager. \$2.9 million. Led the Filanc pre-construction and construction of the 511 Pump Station Design-Build Project. His responsibilities included oversight of overall project delivery, starting with design phase through construction phase; facilitated constructability and value engineering review meetings; developed the master project schedule; procurement of long-lead equipment; organized construction engineering planning; prepared the Storm Water Pollution Prevention Plan and prepared the project Startup and Commissioning Plan.

The proposed facility included three vertical turbine pumps (each 1,562 gpm, 350 hp) in an existing clearwell at the Mission Basin Groundwater Purification Facility and about 2,500 feet of 18-inch ductile iron pipeline which delivered treated water to the 511 pressure zone. The work included a surge tank, variable frequency drives and other electrical and controls equipment, and a 750 kW emergency generator. This design-build project was executed in a collaborative manner with the City and construction personnel within Filanc to incorporate value engineering and constructability improvements.

Hollywood Casino Wastewater Treatment Plant (Progressive Design-Build), C.W. Driver, Jamul, California

Construction Engineering Manager. Provided pre-construction services and construction phase engineering support to design and construct a wastewater treatment facility to meet an aggressive schedule for the casino opening. The WWTP was a Title 22 facility including an MBR, an EDR and UV disinfection.

4S Ranch Wastewater Plant Upgrade (Design-Build), Newland Communities, San Diego, California

Project Engineer/Project Manager. \$22 million. Assisted in the selection of heavy construction equipment and associated resources for all construction activities. He updated the master project schedule, provided general field surveying, process equipment procurement, prepared value engineering proposals, submittal prepared submittals and processed them for approval by the Design Engineer and developed and implemented the facility Startup and Commissioning Plan. This Design-Build project was

the construction of a 1.5 MGD wastewater reclamation plant and the upgrade and expansion of an existing 0.25 MGD treatment plant to 0.5 MGD. Treatment processes on this project included an oxidation ditch, headworks, secondary clarifiers, sand filters and low-pressure UV disinfection.

Agua Viva Water Treatment Plant and Related Improvements, City of Yuma, Arizona

CMAR Project Manager. \$92.8 million. Managed all preconstruction services, including conceptual estimating, scheduling, value engineering, permitting, and long-lead equipment procurement. In addition, he was responsible for the pipe and pipe supports engineering design and detailing. This project involved both preconstruction and construction services for the first, Interim Phase, of a major expansion of the water treatment plant. The facility's capacity increased from 1 MGD to 24 MGD utilizing Zenon membrane filtration technology to produce high-quality potable water. The project involved constructing a new 3 MGD well on the existing WTP site; upgrading an existing 1 MGD well to 3 MGD; installing an iron, manganese, and odor treatment package, and installing a 4.5 MGD variable speed booster pump at an existing high-service booster pump station.

Alternative Fuel Receiving Facility (Design-Build), Encina Wastewater Authority, Carlsbad, California

Construction Engineering Manager. \$2.6 million. Provided pre-construction services and construction engineering to support the design and construction of this project that included a truck unloading station with an operator

Omar Rodea, PE, DBIA, QSD

Preconstruction/Construction Engineering Manager

interface, a transfer pump with a rock trap and grinder for fats, oils and grease (FOG) prescreening, two 22,500 gallon steel FOG storage tanks with recirculation pumps to keep the contents homogeneous, and metering pumps to transfer the FOG material to two existing digesters. A new mixed gas blower was also included to increase the existing capacity.

Camp Pendleton DBOM Southern Regional Tertiary Treatment Plant (SRTTP) P-1041, US Navy Southwest Division, Camp Pendleton, California

Quality Manager. \$152.6 million. Led the performance of formal value engineering and constructability reviews for the construction of two wastewater treatment plants at Marine Corps Base Camp Pendleton under a Design Build Operate and Maintain (DBOM) contract with the U.S. Navy. The project included the greenfield design-build construction of a new wastewater treatment plant in the northern portion of the base, the Northern Regional Tertiary Treatment Plant (NRTTP), and expansion of the existing Southern Regional Tertiary Treatment Plant (SRTTP). Both plants utilized sequential batch reactors to treat wastewater to California Title 22 discharge limit to create recycled water for the base and aquifer restoration.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Preconstruction/Construction Engineering Manager. \$57 million. Provided construction engineering support for this project that included design and

construction of 24 miles of 20-inch and 12-inch HDPE pipeline, three booster stations and a three MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill (HDD) crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate 5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

2003 Water Recycling Project, City of Redlands, California

Assistant Project Manager. \$19 million. Assembled labor forces to build this project. He selected heavy construction equipment and all construction activities including developing and updating the master project schedule, general field surveying, process equipment procurement and submittal preparation and processing for approval by the Design Engineer. This project consisted of the new construction and modification to existing facilities at City of Redlands Wastewater Treatment and Disposal Facility including microfiltration, Zenon MBR (membrane bioreactor) separation system, chemical storage and feeding facilities, control and electrical building.

Marsha Peterson

Scheduler



Marsha is responsible for providing full-dimensioned scheduling service for Filanc. She provides customized training programs in CPM scheduling and practical uses of CPM software scheduling tools and has developed a specialized “Construction Scheduling” series. As an enhancement to the project team, she assists in developing project plans using a “top-down” (or WBS) scheduling approach that ensures communication and “ownership” by all project partners towards the goal of project completion; along with a “bottom-up” verification by those who will be responsible for work on the front line. She provides a model project plan and progress, including resource and cost-loading, using project software tools including Primavera Project Planner 3.1, SureTrak 3.0, Primavera Project Management 6v7, Primavera Contractor, and Microsoft Project and their integration with Microsoft Office tools.

Marsha “reality checks” the plan often to verify that the updated model reflects the reality of the project as much as possible, and when reality deviates from the plan, facilitates the processes for re-planning the project, or analyzes time impacts to demonstrate those deviations. She facilitates on-site meetings to collect and review actual progress, employing customized data collection and processing systems to provide reliable and timely reports. She provides training and facilitation of the project team to grow into project updating roles, thereby keeping scheduling quality at a high level.

Marsha communicates freely to discuss anticipated obstacles with clients, stakeholders, and project team members in time to avert serious delays, she also designs and enacts systems to track information flow to monitor and minimize project paperwork, which allows the project staff to concentrate on successful project completion.

Modesto Phase 2 BNR/Tertiary Treatment Project, City of Modesto, California

Project Scheduler. \$101 million. Served as the scheduler for this project that included construction of the primary effluent pump station and electrical building, RAS Pump Station, WAS and foam pump stations, tertiary effluent pump station, and consisted of two miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks,

membrane blower building, UV building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System.

Michelson Water Recycling Plant Phase II Expansion, Irvine Ranch Water District, Irvine, California

Project Scheduler. \$90 million. Implemented baseline schedule support for this this project which involved

Education

B.A., California State University, Fullerton, 1981

Experience

24 years

Joined Firm

2007

Relevant Expertise

- CPM scheduling
- WBS scheduling approach
- Cost loading
- Primavera project planner 3.1
- SureTrak 3.0
- Primavera project management 6v7
- Primavera contractor

Marsha Peterson

Scheduler

the demolition of existing site structures, including the DAF, headworks, chemical storage, old chlorine contact chamber, an abandoned filter pump station, and portions of the aerobic digester basins. Existing structures were expanded or modified and included the influent trunk sewers, stormwater pump station, flow equalization basins, chlorine contact chamber, and aeration basin blower facilities. New construction included a headworks facility, primary sedimentation tanks, membrane bioreactor facilities, a high rate clarifier, UV disinfection facilities, odor control facilities, a floodwall, plus chemical systems, pump systems, and electrical facilities to support the treatment process.

Agua Viva Water Treatment Plant and Related Improvements, City of Yuma, Arizona

Project Scheduler. \$92.8 million. Served as the project scheduler for this project that involved both preconstruction and construction services for the first, Interim Phase, of a major expansion of the water treatment plant. The facility's capacity ultimately will increase from 1 MGD to 20 MGD utilizing Zenon membrane filtration technology to produce high-quality potable water. The project involved constructing a new 3 MGD well on the existing WTP site; upgrading an existing 1 MGD well to 3 MGD; installing an iron, manganese, and odor treatment package, and installing a 4.5 MGD variable speed booster pump at an existing high-service booster pump station.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Project Scheduler. \$57 million. Managed Filanc's scheduling efforts for this water infrastructure design-build project at Camp Pendleton. The schedule for this project was cost-loaded to meet NAVFAC requirements, which ensured that the schedule validly computed the progress that was made each period and generated the periodic pay application.

The project included design and construction of 24 miles of 20-inch and 12-inch HDPE pipeline, three booster stations and a three MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill (HDD) crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate 5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

Rancho Penãsquitos Pump Station, City of San Diego, California

Project Scheduler. \$10.5 million. Developed the cost loaded baseline schedule for this project, which included an existing 25 million gallons per day (MGD) booster pump station, which was built in 1963, that was replaced by a new 32 MGD pump station with the capability for future upgrade

to a maximum capacity of 50 MGD. Benefits of the new station included reduced maintenance and energy costs, and improvement of overall reliability, maintainability, and reduced noise.

Upas Street Potable Water Pipeline Replacement Construction Manager at Risk, City of San Diego, California

Project Scheduler. \$3.5 million. Served as the project scheduler for Filanc's replacement of approximately six miles of aging 16-inch – 30-inch cast iron pipeline through downtown San Diego. Construction included performance of horizontal directional drilling (HDD) beneath the 163 Freeway and Interstate 5, replacement of pressure reducing stations and installation of pedestrian curb-ramps to comply with ADA requirements.

Fresno/Clovis Organic Upgrade, City of Fresno, California

Project Scheduler. \$105.7 million. Served as the project scheduler and was responsible for the baseline schedule preparation and update for this project. Filanc increased the capacity of Fresno's WWTP from 80 MGD to 91 MGD. A new 105-foot diameter structural concrete digester was constructed with all necessary equipment along with a digester control building. Other area of work included a RAS/WAS pump station, tank drain pump station, secondary scum pump station, aeration and sedimentation basins, and a primary effluent flow splitting structure. Filanc also installed two new blowers in an existing blower facility and retrofitted two existing dissolved air flotation facilities including modifications to the distributed control system.

Marsha Peterson

Scheduler

Activated Sludge Plant Rehabilitation, Orange County Sanitation District, Fountain Valley, California

Project Scheduler. \$33.6 million. Responsible for the cost loaded baseline schedule for the rehabilitation of this existing 100 million gallons per day (MGD), \$32.1 Million, secondary treatment plant including the construction of modifications and additions to a blower building, an aeration basin and a secondary clarifier. The scope of work included demolition and removal of portions of the Aeration System Piping and Sanitaire Membrane System. One Turblex Aeration blower was added and modifications to the existing blowers and controls were completed. Construction of two rectangular secondary clarifiers and three concrete junction boxes were included. Rehabilitation work to portions of the 24 existing secondary clarifiers was completed. Multiple electrical modifications and upgrades were completed.

Encina Water Pollution Control Facility Phase V Expansion, Encina Wastewater Authority, Carlsbad, California

Project Scheduler. \$41 million. Created and maintained baseline scheduling support. Work was divided into two sections for this project: biosolids facilities improvements and energy management facilities improvements. The project involved the retrofit of existing digesters, digester gas collection system, digester gas compressors and distribution piping, and installation four 750kw biogas fueled generators. The addition of a sludge drying facility and a three mw mixed gas fueled power plant to an existing wastewater treatment

plant. The existing plant remained in operation during all construction and included numerous tie-ins and bypasses.

Headworks & Dewatering Building Project, South Ft. Collins Sanitation District, Ft. Collins, Colorado

Project Scheduler. \$12.5 million. Implemented baseline schedule support for this challenging project that included deep, engineered structural and pipeline excavations, as well as significant yard pipe, mechanical, and architectural work to construct a new headworks building and dewatering facility.

Heartland Biogas Project South EDF Renewable Energy, Weld County near LaSalle, Colorado

Project Scheduler. \$8.5 million. Implemented baseline schedule support for this project that used a complete mix anaerobic digester system to produce up to 4,700 MM Btu of biogas daily, making it one of the largest anaerobic digester facilities in the United States.

Christine K. Ludlow, PE

Commissioning Engineer



Christine leads the planning and implementation of startup and commissioning of treatment equipment and systems for Filanc. Her duties include preparation and implementation of start-up and commissioning plans, including coordination with Owners, vendors and equipment manufacturers, and design engineers and regulatory oversight agencies. Her work involves coordinating with system integrators as well as the project mechanical, electrical and instrumentation teams. She has significant experience in both design and construction of water/wastewater, power and industrial facilities. Her largest project to date was a \$94 million project for the City of Modesto Utility Planning and Projects Department. Before coming to Filanc, Chris spent four years with Kennedy/Jenks Engineers working on design projects for the Castaic Lake Water Agency and four years with Bechtel Power Corporation designing mechanical systems for fossil and nuclear power projects in Arizona and Taiwan. She holds a California Professional Engineers license in both Mechanical and Chemical Engineering.

Silicon Valley Advanced Recycled Water Treatment Facility, Santa Clara Valley Water District, San Jose, California

Startup and Commissioning Manager/Project Engineer. \$52 million. Prepared start-up documentation for mechanical equipment systems including micro-filtration, reverse osmosis and ultra-violet disinfections. The facility treats secondary effluent from the San Jose/Santa Clara Water Pollution Control Plant to produce high-purity recycled water utilizing microfiltration (MF), reverse osmosis (RO), post-RO water stabilization and ultraviolet (UV) disinfection. Filanc constructed facilities that included the influent (MF Feed) pump station, 32,000 square foot MF/RO/UV process building, 2.25 million gallon stainless steel product water and 220,000 gallon inter-process storage tanks, various chemical storage and chemical feed facilities, 10 million gallon per day (MGD) RO transfer pump station and filter facility, decarbonation towers and transfer pump station, and a waste equalization pump station.

City of Modesto Phase 2 BNR/Tertiary Wastewater Treatment Project, City of Modesto, Modesto, California

Startup and Commissioning Manager/Project Engineer. \$101 million. Prepared the SWPPP for this project which included construction of the primary effluent pump station and electrical building, RAS Pump Station, WAS and foam pump stations, tertiary effluent pump station, and consisted of two miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks, membrane blower building, UV building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System.

Education

B.S., Chemical Engineering
Lafayette College, 1978

Registration

Professional Engineer,
Chemical, California, No.
ChE3425

Professional Engineer,
Mechanical, California No.
M22157

Certifications

- SWPPP
- CPESC
- QSD
- ToR

Experience

23 years

Joined Firm

2005

Relevant Expertise

- Prepares start-up and commissioning plans
- Alternative project delivery
- Microfiltration, Ultraviolet Disinfection, Reverse Osmosis

Christine K. Ludlow, PE

Commissioning Engineer

City of Oceanside 511 Pump Station (Design-Build), City of Oceanside, Oceanside, California

Startup and Commissioning Manager/Project Engineer. \$2.9 million. Prepared the Stormwater Pollution Prevention Plan (SWPPP) and the startup plan in addition to writing the QA/QC plan. The proposed facility included three vertical turbine pumps (each 1,562 gpm, 350 hp) in an existing clearwell at the Mission Basin Groundwater Purification Facility and about 2,500 feet of 18-inch ductile iron pipeline to deliver treated water to the 511 pressure zone.

Michelson Water Recycling Plant Phase II Expansion, Irvine Ranch Water District, Irvine, California

Startup and Commissioning Manager/Project Engineer. \$90 million. Wrote the start-up and commissioning plan and coordinated the start-up of eleven major process areas including headworks, primary sedimentation tanks, UV disinfection, high-rate clarifiers, and a two-train membrane bioreactor (MBR) system. In addition, she prepared the SWPPP. The project involved the demolition of existing site structures, including the DAF, headworks, chemical storage, old chlorine contact chamber, an abandoned filter pump station, and portions of the aerobic digester basins. Existing structures were expanded or modified and included the influent trunk sewers, stormwater pump station, flow equalization basins, chlorine contact chamber, and aeration basin blower facilities. New construction included a headworks facility, primary sedimentation tanks, membrane bioreactor facilities, a high rate clarifier, UV

disinfection facilities, odor control facilities, a floodwall, plus chemical systems, pump systems, and electrical facilities to support the treatment process.

Sludge Digester Rehab, Orange County Sanitation District, Fountain Valley, California

Startup and Commissioning Manager/Project Engineer. \$33.6 million. Wrote the start-up and commissioning plan for the sludge digesters. She prepared detailed operational readiness test procedures for all mechanical equipment and configurable instrumentation to prove hardwired interlocks and communication with PLCs and the Owner's SCADA system. In addition, she created forms to document vendor equipment, start-up testing results, and prepared detailed system start-up procedures for digester pump systems and auxiliary equipment to prove software interlocks. Stationed at the Orange County Sanitation District's Plant 1, this project's scope included rehabbing six pairs of digesters, which involved concrete blasting and repair as well as mechanical and equipment replacement.

Trickling Filter Rehabilitation and New Clarifiers, Orange County Sanitation District, Fountain Valley, California

Startup and Commissioning Manager/Project Engineer. \$35 million. Wrote the start-up and commissioning plan for this project that involved the renovation and expansion of an existing 30 million gallons per day (MGD) secondary treatment plant. Work included construction of two new 166-foot diameter plastic media trickling filters, a trickling filter pump station, a sludge/scum pump

station, a power building and all associated piping, equipment and yard structures, and demolition of various structures and systems.

Christopher S. Livingston

Electrical Construction Manager

Education

- NECA Management
- NECA Estimating
- NECA Change Order Preparation Seminar
- I.B.E.W. Local 11 Apprenticeship
- NFPA 70E Training

Company Tenure

6 years

Industry Tenure

24 years

Professional Affiliations

I.B.E.W. Local 11
NECA Southern Sierras Chapter

Certifications

High-voltage Cable Splicing

CA Journeyman Electrician
#105136

Attributes Relevant to the Project

- Large-project microfiltration and RO membrane experience
- Extensive Design-Build experience
- Familiar with City of Los Angeles requirements
- Familiar with the ATF process and system at TIWRP

Level of Commitment to the Project

100%

Summary:

Mr. Livingston has over twenty four years of experience with water treatment facilities, technological installations, heavy industrial sites, power plants, manufacturing and process projects. He has managed crews ranging from a few electricians to multiple teams completing installations on multiple projects simultaneously from the level of foreman to Construction Manager and Vice President. He also has managed both large and small projects successfully from estimate to completion.

Duties encompass business development and marketing; estimating; interfacing with owners, engineers, inspectors, vendors, manufacturers, contractors and subcontractors; complete onsite project management including scheduling, negotiation and issuance of purchase orders and subcontracts; client relations; project quality assurance; and safety.

Project Experience:

Hyperion Treatment Plant, Los Angeles, CA
New Compressor Building

Terminal Island Water Reclamation Plant, San Pedro, CA
Final expansion of the first phase ATF **MF** system

Winchester Ponds, Winchester, CA
New Service and VFD installation for water storage pumping

West Basin Temporary Ocean Water Desalination, Redondo Beach, CA
Install sand filters, **MF**, **RO** and supporting systems for desalination demonstration plant

Rio Vista Water Treatment Plant Expansion, Santa Clarita, CA
New chlorination building, expansion of clarifiers and filters, new **ozone** equipment

Port Of Los Angeles Security Enhancements, Los Angeles, CA
Installation of electrical conduit, wire and camera poles for Homeland Security

Stone Canyon Water Quality Improvements, Los Angeles, CA
New chlorination building, micro filtration building, pump stations and valve vaults

Christopher S. Livingston

Electrical Construction Manager

Hyperion Water Treatment Plant , Los Angeles, CA
Battery B primary clarifier modifications

D. C. Tillman Water Reclamation Plant, Van Nuys, CA
New blower facility for an 80 MGD plant

D. C. Tillman Water Reclamation Plant, Van Nuys, CA
Skimmer automation project of secondary scum skimmers of an 80 MGD plant

D. C. Tillman Water Reclamation Plant, Van Nuys, CA
Nitrogen removal conversion of an 80 MGD plant

LA/Glendale Water Reclamation Plant, Glendale, CA
Nitrogen removal conversion of a 20 MGD plant

LA/Glendale Water Reclamation Plant, Glendale, CA
Emergency back-up generators/5kV breaker retrofit

Terminal Island Treatment Plant , San Pedro, CA
Emergency back-up generators/5kV breaker retrofit

Reliant Energy Bighorn, Primm, NV
550 megawatt electric power generating facility

Global Crossing, Anaheim, CA
New telecommunications site – ongoing installations

Brawley Water Treatment Plant, Brawley, CA
Water treatment plant startup services

Weiserlock, Tucson, AZ
Manufacturing facilities relocation

Burbank Water Treatment Plant, Burbank, CA
Water treatment plant expansion

ABC Studio, Hollywood, CA
5kV reconductor; temporary generators for Y2K preparation

Armstrong World Industries, South Gate, CA
Conveyor systems and chemical mixing facility
as well as on call and maintenance services

Geoffrey K. Hart, P.E.

Senior Associate



Professional Record

Geoffrey K. Hart has over 30 years of engineering experience primarily in the areas of potable water treatment and distribution and industrial water treatment. This includes process and design responsibility for nanofiltration and RO water treatment plants ranging in size from 100,000 gpd to 18 mgd; management of planning, design, procurement and construction of water plants; utility operations engineering for Safe Drinking Water Act compliance and improved efficiency of water plants of up to 240-mgd capacity; water treatment process design for a broad range of raw water supplies and contaminants; and, process/power systems and piping systems design. His membrane treatment plant project experience is briefly described below in reverse chronological order:

- **Plantation East 12 mgd WTP Expansion, Plantation, FL:**
Process specialist for CMS and start-up of 6 mgd membrane softening capacity addition. This plant utilizes a common high pressure feed manifold and hybrid NF/RO membrane arrays.
- **Miramar Western 7.5 mgd WTP Expansion, Miramar, FL:**
Design manager for the design of a 3 mgd membrane softening expansion, high service, transfer and concentrate pumping, chemical systems and a supply well.
- **Corkscrew WTP Expansions, Estero, FL:** Project manager for the design and CMS of two individual 0.8 mgd expansion projects (1993 and 1995) for Gulf Utility Company.
- **Indian River South County RO WTP Improvements, Indian River County, FL:** Project manager for the design of two degasifiers, a 2 mg storage tank and chemical facilities for the 2 mgd RO plant.
- **South County Regional Water Treatment Plant, Collier County, FL:** Process Engineer for 12 MGD brackish RO expansion of plant capacity.
- **South Miami Heights 20 mgd Membrane Treatment Plant, Miami-Dade County, FL:** Process mechanical engineer for chemical systems and post-treatment system design for this RO/UF softening and nitrate removal plant

Academic Credentials

BSME University of Florida, 1969
Mechanical Engineering

Professional Engineer: Florida

Employment Record

2002-Pres. Hazen and Sawyer, P.C.
1993-2002 Montgomery Watson
Harza
1991-1993 Self-employed
1989-1991 Stone & Webster
1988-1989 PBS&J, Inc.
1975-1988 DSS Engineers, Inc.
1969-1973 Standard Oil of California

Area of Expertise

Membrane Treatment Process Design
Telemetry, Instrumentation and Control
Systems
Construction Management
Permitting

Professional Activities

Southeast Desalting Association (SEDA)

>>

- **Peele-Dixie Membrane Plant, Fort Lauderdale, FL:** Design manager for 12 mgd membrane softening plant to replace the original lime softening plant built in 1926. The plant will treat a Biscayne aquifer well water supply, but includes provisions for future addition of 6 mgd of RO treating a Floridan aquifer supply.
- **6 mgd Membrane Water Softening Plant, Hallandale Beach, FL:** Responsible for process mechanical QA/QC for membrane softening plant that will treat a Biscayne aquifer supply from the Broward County South Regional water supply system. The design includes provisions for the future addition of 3 mgd of membrane softening capacity and 4 mgd of RO treating a Floridan aquifer supply.
- **Point Lisas Sea Water RO Plant, Trinidad and Tobago:** Performed preliminary pretreatment system design and sat on Technical Review Committee for pretreatment system to treat a challenging surface sea water supply from the Gulf of Paria for the 25 mgd seawater RO plant built by Ionics at the Point Lisas Industrial Estate.
- **City of Hollywood Nanofiltration Plant Energy Reduction, Hollywood, FL:** Project manager for modification to feed pumping and membrane array hydraulics of the 14 mgd treatment plant that resulted in annual energy cost savings of approximately \$100,000.

Select Publications

Hart, G.K., et. al., City of Pompano Beach–New Water/New Treatment, AWWA Water Resources Conference, Orlando, Florida, November 2003.

Hart, G.K., Section 8, Reverse Osmosis, SEDA 1999 Handbook for Membrane Plant Operator Training, August 1999.

Hart, G.K., et al., Membrane Concentrate Reuse by Controlled Blending with Reclaimed Water for Irrigation, AWWA Florida Water Resources Conference, Fort Lauderdale, Florida, 1998.

Hart, G.K. and S.M. Messner, Iron Removal at the Corkscrew Water Treatment Plant Using Nanofiltration Membranes, proceedings of the American Water Resources Conference, Orlando, Florida, March 1991.

Craig V. Angarola, RCI, QCM, SSHO

Construction Quality Manager



Over 24 years of experience in Construction Management, QA/QC Management, QC Inspection and Site Safety Health Officer (SSHO) of public works projects, including water and wastewater treatment plants, tunnels, pipelines, concrete structures, earthwork, canal lining, sport complexes, roadway, commercial building remodels, and drainage projects.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

SSHO/QC Manager. \$57 million/Served as the SSHO/QC Manager for this design-build project. Filanc developed the design and construction of 24 miles of 20-inch and 12-inch HDPE pipeline, 3 booster stations and a 3 MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate 5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

ICM Group, Inc.

QC Manager/Inspection. Responsible for overseeing the QA/QC, maintaining professional relationships with subcontractors, general contractors, owners and clients on a \$3.5 million dollar construction project for the City of Modesto. Project included installation of a 16" DIP water main; 30" HDPE french

drain system and two concrete box culverts.

Naval Base Noah Island, California

SSHO/QC Manager. \$42 million/ construction of steel building, P.880 Rotary Aircraft Depot Naval Base North Island, CA.

Naval Base Point Loma, California

SSHO/QC Manager. \$20 million/ retrofit of mechanical equipment at several buildings on Naval Base Point Loma, CA. This work included changing out boilers, HVAC's and chillers.

Walker Treatment Plant, Camp Pendleton, California

Construction Manager/SSHO. \$7.6 million/retrofit existing IM 24 water treatment plant on Camp Pendleton.

This work includes upgrades of chemical tanks, pump skids and butterfly valves on existing filter vessels. Replacement of filter media in four existing filter vessels and installation of a new reaction and filter vessel.

MCRD, San Diego, California

Construction Manager/SSHO. This project was valued at \$1.3 million. Provide an expandable base wide utility metering system on MCRD. The system will be able to remotely gather consumption data and process

Education

Construction Technology,
Indian River University, Ft.
Pierce, Florida

Business Management,
Hawaii Pacific University,
Pearl Harbor, Hawaii

Certifications & Licenses

ACIA-Registered
Construction Inspector,
Public Works #5892

ACI-Concrete Inspector
#01060948

SSHO-Level 4

Video Pipeline Inspection
(Wincam)

Experience

24 years

Relevant Expertise

- SSHO, Safety Manager
- CQC experience, QC inspection
- Groundwater Treatment

Craig V. Angarola, RCI, QCM, SSHO

Construction Quality Manager

information to monitor and analyze utility usage. This project will provide remote utility metering of electric, water and natural gas consumption within a Fix Central location Network. The work includes removal, replacement and converting existing (Gas, Electric & Water) meters or provide new (Gas, Electric & Water) radio frequency meter modules that encode, store and transmit meter readings and tamper data.

All American Canal

QC Manager. Responsible for the QA/QC of total construction project, overseeing construction management of subcontractors. Working closely with General Contractor's QA/QC and management team on a \$300 million, 50-foot invert, 23-mile concrete lined canal project, (All American Canal) with appurtenant facilities. Excavation of 24 million cubic yards of earth material, placement of two (2) million square yards of four (4) inch thick concrete lining and the installation of five (5) miles of PVC geo-membrane on existing canal. Ensure proper documentation is maintained as well as supervise fifteen discipline specific inspectors and two survey crews. Ensure contractors' materials and methods of installation are in accordance with the drawings as well as governing codes and specifications. Monitor test results, and conduct quality control site audits.

Wastewater Pump Station

Safety Manager/Chief Inspector. Responsible for overseeing the safety and administration of all project submittals, design submittals, budgets, scheduling and pricing, maintaining professional relationships with subcontractors, guide permit

processing, approve progress payments, change order review and daily job inspection on two 4 mgd Pump Stations consisting of a wet well and dry well, two 20 hp pumps

Wastewater Treatment Plant, Manteca, California

Safety Manager/Chief Inspector.

Responsibilities included safety and construction inspection (conducted weekly progress meetings, submittal & schedule review, approval progress payments change order and RFI processing. Inspection (civil, structural, mechanical, electrical) Testing (soils, concrete, welding, CMU block, coatings, piping), and startup support (SCADA) on a \$55 million dollar construction and installation expansion of a wastewater control facilities from 7 mgd to 20 mgd and tertiary process at Waste Water Treatment Plant (Manteca, CA.) Project included an influent pumping station, aerated grit tanks, primary sedimentation tanks, aeration basins, secondary clarifiers, wastewater filters, UV Disinfection, chemical handling building, MCC building and two large HDPE lined storage ponds.

Bowman WTP Filter Gallery Improvements, Placer County Water Agency

Chief Inspector. Oversee excavation underneath existing water utility piping and construction of steel frame metal enclosure to house existing valve gallery. All work was performed while the treatment plant remained operational.

Bear Creek Pipeline, Calaveras County Water District

Chief Inspector. Perform construction inspection on the Bear Creek Pipeline project. The pipeline consisted of 19,800 lineal feet of

18-inch HDPE water force main, replacing an existing 10-inch raw water pipeline servicing Calaveras County. The pipeline was installed in very difficult foothill terrain with high groundwater and numerous stream crossings.

Industrial Pipeline Project, Manteca, California

Chief Inspector. Provide daily inspection for six (6) million gallon lined industrial wastewater storage pond. Project consists of a pumping station, mechanical aeration equipment new pond levees, underground piping, valves, vaults, and electrical.

City of Port St. Lucie, Florida

Senior Utility Inspector. Provided daily inspection for the installation and repair of gravity sewer lines, water and sewer force mains, sewer lift stations, 24" HDPE lines for freeway crossing, large concrete box culverts and large irrigation lined drainage ponds. Enforce city standard specifications. Maintain as-builts. Relocate existing utilities.

MARRS Services/RW Beck

Field Inspector. Provided inspection for a \$21 million dollar contract of open cut trench construction 54" & 60" steel welded pipeline w/ man-way structures & concrete vault tie-ins. constructed a 350LF. 12ft. dia. drill & blast hard rock tunnel. Repair & resurface asphalt roadways.



Appendix B

Exhibit A
Exhibit B

EXHIBIT A

**CITY OF MONTEREY PARK CENTRALIZED WATER TREATMENT SYSTEM
DESIGNER-BUILDER PRE-QUALIFICATION QUESTIONNAIRE**

PART I. CONTACT INFORMATION

Firm Name: J.R. Filanc Construction Company, Inc. Check One: ☒ Corporation
(as it appears on license)

☐ Partnership Sole Prop.

☐ Sole Prop.

Contact Person: Harry S. Cosmos

Address: 740 North Andreasen Drive, Escondido, CA 92029

Phone: 760-941-7130

Fax: 760-941-3969

E-mail: hcosmos@filanc.com

Cell Phone: 619-843-1500

If firm is a sole proprietor or partnership: N/A

Owner(s) of Company: N/A

Contractor's License Number(s):

N/A

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Design-Build Team will be immediately disqualified if the answer to any of questions 1 through 5 is "no."⁵

Design-Build Team will be immediately disqualified if the answer to any of questions 7 through 9 is "yes."⁶ If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Designer-Builder possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☒ Yes ☐ No
2. Designer-Builder has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate.
☒ Yes ☐ No
3. Designer-Builder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No Contractor is exempt from this requirement, because it has no employees
4. Designer-Builder has errors and omissions insurance policy with a limit of at least \$1,000,000 per occurrence.
☒ Yes ☐ No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☒ Yes ☐ No **Please see Attachment A**

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

⁵ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a "Yes" answer given to question 7 - 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸

☒ Yes ☐ No

Please see Attachment B

NOTE: Notarized statement must be from the surety company, not an agent or broker.

7. Has your contractor's license or any member of the Design-Build team (i.e. Architect, Engineer, etc) been revoked at any time in the last five years?

☐ Yes ☒ No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☒ No

9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

N/A

10. At any time during the last five years, has the Design-Build Team, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

⁸ An additional notarized statement from the surety may be requested by the City of Monterey Park at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days before submission of the bid. Bonding Capacity refers to the amount available for this project

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. History of the Business and Organizational Performance

1. How many years has your organization been in business in California as a contractor under your present business name and license number? 64* years. Attach a copy of either your documentation proving formation of the organization or agreement committing to form the organization.

*J.R. Filanc Construction Company, Inc. has been in business for 64 years. 38 years as Weardco Corp. and 26 years as J.R. Filanc Construction Company, Inc.

2. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☒ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

3. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

316877 - A, B, C10, ASB, HAZ; expiration date: September 30, 2016

4. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Mark Filanc

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet. N/A

6. Is your firm a current certified member of the Design Build Institute of America (DBIA)?

☒ Yes ☐ No **Please see Attachment C**

If "yes," please provide current DBIA certification on a separate sheet.

7. Does your company have Building Integrated Model (BIM)?

☒ Yes ☐ No

Disputes

8. At any time in the last five years has your firm been assessed and paid liquidated damages for a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If "yes," explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages. N/A

9. In the last (5) five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, from a federal, state, or local government public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action. N/A

10. In the past five (5) years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☐ Yes ☒ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). N/A

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved. N/A

Criminal Matters and Related Civil Suits

12. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding. N/A

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction. N/A

Bonding

14. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: Fidelity & Deposit Co. of Maryland, a Zurich North American Company

Name of surety agent, address and telephone number:

Brad Orr, John Burnham Insurance Services; 750 B Street, San Diego, CA 92101; 619-525-2884

Documentation of bonding capacity of at least of \$10 million:

Please see Attachment B

15. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place. N/A

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision. N/A

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☒ Yes ☐ No **Please see Attachment D**

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation. N/A

4. Does your construction company have a safety program in place?

☒ Yes ☐ No **Please see Attachment E**

If "yes," submit your safety program table of contents or outline of the program.

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: 2016: .70

Previous year: 2015: .70

Year before previous year: 2014: .77

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation. N/A

6. Within the last (5) five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.) N/A

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one (1) occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially

N/A

underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last (5) five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid. N/A

9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Monterey Park.

Please see Attachment F

10. If your firm operates its own State-approved apprenticeship program: N/A

(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year. N/A

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s). N/A

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm. N/A

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred before January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s). N/A

12. Do you agree that your firm and its subcontractors at every tier will comply with

REQUEST FOR QUALIFICATION
CITY OF MONTEREY PARK AO CENTRALIZED WATER TREATMENT SYSTEM

the requirements of Public Contract Code §22164 (c) and that your firm will provide the City with evidence, on a monthly basis while the project or contract is being performed, that your firm and its subcontractors are complying with the requirements of Public Contract Code §22164 (c).

☒ Yes ☐ No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: 2/25/2016


Signature

Harry S. Cosmos, President
Print Name

EXHIBIT B

**RELEASE FORM FOR MASTER PROJECT LIST AND OWNER PROJECT
LIST WITH CONTACT INFORMATION**

**AUTHORIZATION FOR RELEASE OF INFORMATION AND WAIVER OF LIABILITY
FOR PROJECT REFERENCES**

I, on behalf of myself, corporation or company, hereby authorize any and all individuals who are familiar with my design-build and contractor experience and work performance to provide information to the City of Monterey Park and its officers, agents, employees and representatives pertaining to prior work history.

I, on behalf of myself, corporation or company, hereby voluntarily waive any and all rights I, my corporation or company may have to privacy and/or confidentiality pertaining to prior work history and work performance insofar as the information is released solely to the City of Monterey Park and its agents, employees and representatives who are evaluating qualifications for the Monterey Park Centralized Water Treatment System.

This authorization is valid for 90 days from the date of signature. I, on behalf of myself, corporation or company hereby release the City of Monterey Park, and its officers, agents, employees and representatives from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me, my corporation or company arising from the reference as contemplated by this authorization.

I have read the above, understand its contents, and voluntarily agree to its terms.

2/25/2016
Signature Date

Harry S. Cosmos, President
Signature



Attachment A

Part II. Essential Requirements for Qualification

- #5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

Yes.

Please find Filanc's Confidential Financial Statement in the sealed manila envelope attached to the original of this pre-qualifications package.

Attachment B

Part II. Essential Requirements for Qualification

- #6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you see pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity

Yes.

Please find the notarized statement from Filanc's surety insurer following this page.



Zurich North America Surety

777 South Figueroa Street
Suite 3900
Los Angeles, CA 90017

Telephone: 213-270-0716
Fax: 866-580-0346
Cell: 818-314-2575

February 24, 2016

City of Monterey Park
320 W. Newmark Ave
Monterey Park, CA 91754

RE: J.R Filanc Construction Company, Inc.
Project: City of Monterey Park Advanced Oxidation Centralized Groundwater Treatment System

Fidelity and Deposit Company of Maryland has provided surety credit to **J.R Filanc Construction Company, Inc.** for single projects of \$40,000,000 and an aggregate uncompleted backlog of \$60,000,000.

F&D is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit of \$14,666,000. Fidelity and Deposit Company of Maryland is authorized to transact business in the State of California.

If **J.R Filanc Construction Company, Inc.** were to be awarded a contract for a project within this range and if they were to request that we provide the necessary Performance and/or Payment Bonds, we will be prepared to consider the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Consideration and issuance of bonds is a matter solely between **J.R Filanc Construction Company, Inc.** and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

The surety agent for J.R Filanc Construction Company, Inc. is:
Bradley Orr, BB&T, 750 B Street, Ste 2400, San Diego, CA 92101 619-525-2679

We trust that this information meets with your satisfaction. If you have any specific questions regarding this letter please contact Mr. Paul Wickersham at 213-270-0716.

Sincerely,

Tara Bacon
Attorney-in-fact

A member of the  Zurich Financial Services Group

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 San Diego)

On February 24, 2016 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

personally appeared Tara Bacon,
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



(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bradley R. ORR, Dale G. HARSHAW, Tara BACON, Kyle KING and John QUALIN, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of March, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Michael McKibben

*Secretary
Michael McKibben*

Gerald F. Haley

*Vice President
Gerald F. Haley*

**State of Maryland
County of Baltimore**

On this 17th day of March, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

**Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015**



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of February, 20 16.



Thomas O. McClellan, Vice President

Attachment C

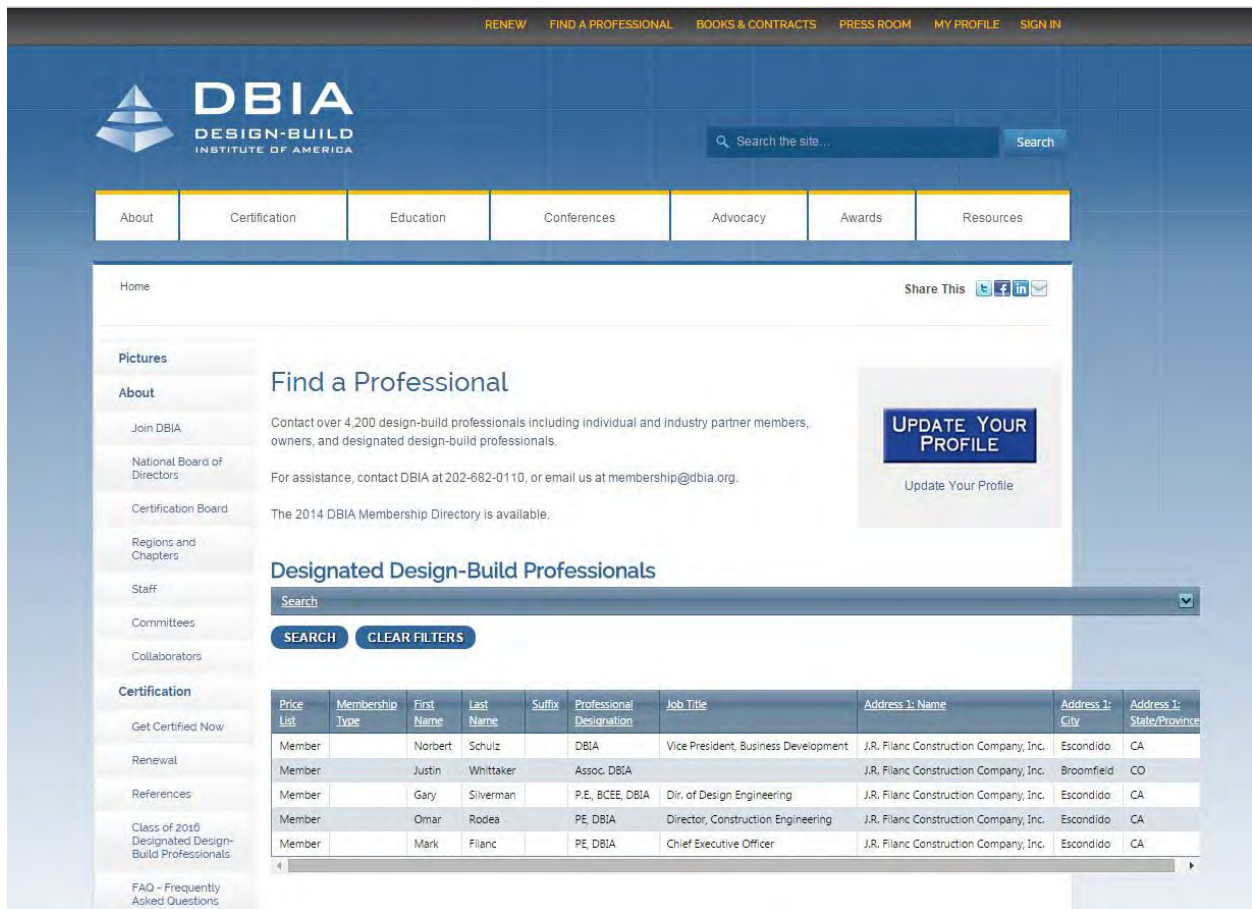
Part II. Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

A. History of the Business and Organizational Performance

#6. Is your firm a current certified member of the Design Build Institute of America (DBIA)?

Yes.

Four members of J.R. Filanc Construction Company, Inc. are certified members of DBIA.



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DESIGN-BUILD
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Designated Design-Build Professionals

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SEARCH CLEAR FILTERS

Price List	Membership Type	First Name	Last Name	Suffix	Professional Designation	Job Title	Address 1: Name	Address 1: City	Address 1: State/Province
Member		Norbert	Schulz		DBIA	Vice President, Business Development	J.R. Filanc Construction Company, Inc.	Escondido	CA
Member		Justin	Whittaker		Assoc DBIA		J.R. Filanc Construction Company, Inc.	Broomfield	CO
Member		Gary	Silverman		P.E., BCEE, DBIA	Dir. of Design Engineering	J.R. Filanc Construction Company, Inc.	Escondido	CA
Member		Omar	Rodea		PE DBIA	Director, Construction Engineering	J.R. Filanc Construction Company, Inc.	Escondido	CA
Member		Mark	Filanc		PE DBIA	Chief Executive Officer	J.R. Filanc Construction Company, Inc.	Escondido	CA

4

Attachment D

Part II. Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

- #2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

Yes.

Missing Rebar Caps – 08/2013

J.R. Filanc Construction Company was cited for missing rebar caps while working on the South Fort Collins Wastewater Treatment Plant in South Fort Collins, CO. Filanc contested the charges as no employees were at risk of injury because the uncapped rebar was not accessible to anyone. Filanc chose not to legally contest this case and accepted the "Other-than-Serious" finding and financial penalty to resolve this citation.

Corrective Action:

Filanc conducted an internal assessment regarding this issue and conducted follow up training to reinforce our existing rebar safety policies company wide.


Harry S. Cosmos, President

2/25/2016

Date

Attachment E

Part III. Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

#4. Does your construction company have a safety program in place?

Yes.

Please find Filanc's Safety Program summary following this page.

J. R. Filanc Construction Company (Filanc) is committed to the reduction of personal injuries, occupational illnesses and damage to equipment and property in all of its operations; to the protection of the general public whenever it comes in contact with the Company's work; and to the prevention of pollution and environmental degradation.

The Filanc's Safety Director oversees all safety procedures, policies and training for the company, and regularly visits each job site to provide guidance and oversight on safety. Project Managers and Superintendents bear the day-to-day responsibility for safety at the job site and conduct regular safety demonstrations, tailgate trainings, etc. On larger projects, an independent safety official may be hired. Employees are responsible for the following:

1. Follow all Filanc safety and health requirements and safe work practices, including using personal protective equipment where required, and complete all required safety and health training.
2. Report to their Supervisor any unsafe or unhealthy conditions with the work site. It is the policy of Filanc to encourage all employees to report hazards existing at their worksite to their Supervisor or the Responsible Person so that corrective action can be taken in a timely manner.

The number of safe hours worked is tracked for every project and are posted prominently at the job site. All employees at a given job site are rewarded for the achievement of safety milestones.

Filanc has established a Substance Abuse Policy to maintain a safe and healthful working environment for all employees and subcontractors, as well as the general public. All Filanc employees must pass a pre-employment drug & alcohol test prior to starting work.

New employees are provided orientation concerning the safety requirements, job rules and job conditions prior to assignment to a crew. The purpose of the orientation is to welcome the new employee to the project, explain our safety program and expectations, and encourage the new employee to be an active participant in the safety program.

All Filanc employees are issued the proper safety and personal protective equipment prior to starting work; they are also given additional instructions on the proper use of any safety equipment.

Filanc's IIPP (Injury Illness Prevention Program) includes programs outlining safety procedures in: Office safety, Hazard Communication, Crane(s), Excavations, Forklifts, Heat Illness, Fall Protection, Hand & Power Tools, Injury Prevention, Lockout/Tag Out, Scaffolding, Confined Space, Job Safety Analysis, Fire Prevention, Electrical, Ladders, Respiratory Protection, Heavy Equipment, Disciplinary Policy, Concrete Work, Code of Safety Practices, Welding. All of our safety requirements are passed on to each subcontractor and they are accountable to enforce and maintain a safe work environment.

Filanc has an outstanding safety and health and environmental protection record and is proud of its achievements in protecting the environment we live and work in, as well as its proactive approach to incident, injury and illness prevention. However, to maintain that record, every Filanc employee and subcontractor must take personal responsibility to create and maintain a safe and productive working environment.

The Company's objective is the elimination of all preventable incidents and environmental incidents

from our operations. A good environmental, safety, and health record indicates superior management and superior workforce; it promotes business and contributes to the continuous growth and success of the Company.

Attachment F

Part III. Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

- #9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Monterey Park.

Southern California Carpenter J.A.T.C.

533 S. Fremont Avenue.,Ste. 401
Los Angeles, CA 90071
(213) 739-9339

Southern California Cement Masons J.A.C.

5417 Peck Road
Arcadia, CA 91006
(626) 444-4600

Laborers Southern California Joint Apprenticeship Committee

1385 West Sierra Madre Avenue
Azusa, CA 91702
(626) 610-1700

Southern California Millwrights & Machinery Erectors J.A.T.C.

533 S. Fremont Avenue, Suite 401
Los Angeles, CA 90071
(562) 699-0419

REQUEST FOR QUALIFICATION: ADVANCED OXIDATION CENTRALIZED GROUNDWATER TREATMENT SYSTEM



Presented To:

Attn: Mr. Frank Heldman
City of Monterey Park
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

2073 Railroad Street
Corona, CA 92880
Ph: (951) 278-1177
Fax: (951) 278-2538

February 29, 2016

City of Monterey Park
Attention: Mr. Frank Heldman
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

Reference: Submission of Request for Qualifications for the City of Monterey Park
Advanced Oxidation Centralized Groundwater Treatment System

Dear Mr. Heldman,

SSC Construction, Inc. is pleased to present to you our qualifications package for the construction of the Advanced Oxidation Centralized Groundwater Treatment System. SSC Construction was established in 1978 and since that time has constructed a multitude of projects that treat, convey, pump and store either water or wastewater. It is through this experience that SSC is keenly aware of the challenges that are inherent with a project of this type and the planning necessary to not only assure the project is completed on time and within budget, but also to draw on this experience throughout the lifecycle of this project.

Contained within is a general qualifications package containing relevant projects that are being used in order to illustrate our applicable and qualifying experience as well as an introduction to the team we have assembled whom will focus on the project through completion and successful start-up.

Thank you for your consideration and we look forward to moving on to the next phase of this project.

If you have any questions please feel free to contact me directly at:

Neil Nehmens, P.E.
2073 Railroad Street
Corona, CA 92880
Cellular: 951-830-3127
E-Mail: nnehmens@sscconstruction.net

Sincerely,



Neil Nehmens, P.E.
President
SSC Construction, Inc.

Table of Contents

REQUEST FOR QUALIFICATION

APPENDIX A: SSC CONSTRUCTION'S PRE-QUALIFICATION QUESTIONNAIRE

APPENDIX B: CIVILTEC ENGINEERING'S PRE-QUALIFICATION QUESTIONNAIRE

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APPENDIX D: NOTARIZED SURETY STATEMENT

APPENDIX E: CERTIFICATE OF STATUS DOMESTIC CORPORATION

APPENDIX F: TERMINATION FOR CONVENIENCE

APPENDIX G: SAFETY MANUAL

APPENDIX H: EMR EXPLANATION

APPENDIX I: UNION APPRENTICESHIP

APPENDIX J: RESUMES

Section B: Company Information

Section B-1: Company Information

It is with great pleasure that SSC Construction, Inc. (“SSC”) in association with Civiltec Engineering, Inc. (“Civiltec”) present this qualification package for the design, management, construction, and start-up of the City of Monterey Park (“City”) AO Centralized Water Treatment System (“Project”). The SSC/Civiltec team has had a professional working relationship for more than 16 years and have completed projects together under both the design-build model, as well as the design-bid-build model wherein Civiltec was the designer and SSC the contractor.



Established in 1978, SSC has more than thirty-eight (38) years of experience in constructing water and wastewater treatment plants, pump stations, reservoirs, and conveyance facilities in southern California. Throughout this time SSC has taken aggressive steps to remain a leader in the design-bid-build market and the increasingly emerging design-build market of premier water and wastewater projects. With a resume of projects ranging from a few hundred thousand up to eighty-million (\$80-million) in construction costs, SSC has a strong record of past performance and satisfied customers.

As the entity that will enter into the contractual relationship with the City, Neil Nehmens, P.E., will be the Principal in Charge of all operations, execute all contracts and assure that the project is delivered in accordance with the eventual request for proposal as well as the submission made by the SSC/Civiltec Team.

SSC, with its corporate headquarters located at 2073 Railroad Street, Corona, CA 92880 have committed the necessary resources to assure that this project is a top priority and will leverage our experience to produce a project that will not only meet, but surpass expectations, while adhering to schedule and budgetary constraints.



SSC has selected Civiltec as our design engineer for this project. Civiltec was established in 1986 on the principles of innovative thinking and premier quality. They maintain 14 registered civil engineers, 3 registered land surveyors, 2 certified floodplain managers, 1 LEED AP, 2 engineers-in-training and a support staff including project managers, designers, CADD/technicians, survey crews, and administrative personnel. Civiltec has three office locations: Monrovia, California (headquarters) and Peoria and Prescott, Arizona. For this project Civiltec has committed the resources of David Byrum, P.E. as the Design Principal In-Charge and C. Shem Hawes,

P.E as the Design Project Manager. Together Mr. Byrum and Mr. Hawes will assure that they, along with their team of design professionals, will produce a set of plans and specifications that will meet the intent of the information that has been transmitted to our Team by the City of Monterey Park.

Section C: Company Relevant Information

Section C-1: Design-Build Entity's Experience

As detailed in the Request for Qualifications, the City is seeking a Design-Builder who can demonstrate experience in projects using advanced oxidation as can be seen in the "Designer-Builder Pre-Qualification Questionnaire" labeled as "Exhibit A and B" in the RFQ and contained herein in Appendix A. Since high dose UV has been deemed the most typical approach for dioxane removal the SSC Team has listed herein a combination of UV projects as well as specific dioxane removal projects. Both SSC and Civiltec boast a resume of applicable southern California work not only as individual company's but also together on previous projects.

The SSC/Civiltec Design Build Team Design-Build Project Experience:

SSC and Civiltec are presenting the City a team that has previously constructed two (2) projects together as a Design-Build team. Each project listed herein had team members from both companies that are the same as those being proposed to the City on this Project. Due to the fact that SSC and Civiltec have previously teamed before and have working relationships that exceed sixteen (16) years, the City will benefit from a Team that is prepared to start work immediately on the Project once selected by the City. The two (2) projects that SSC and Civiltec have constructed under the Design-Build mechanism are listed below:

Project 1: Influent Equalization Basin Project (Corona, California)

Contract Value: \$1,149,540.00

The Lee Lake Water District (public agency) contracted the SSC/Civiltec design-build team to supply a turnkey design and construct solution to significantly dampen or completely eliminate diurnal flow fluctuations to the Districts seven (7) sequencing batch reactors (SBR) in order to mitigate treatment performance issues. The design allowed de-gritted effluent to enter an equalization basin with new electrical gear, yard piping and a new lift station that pumped constant flow into the plants influent flow distribution box.

Project 2: Confidential (San Diego County, CA)

Contract Value: \$7,092,000.00

In July 2015 the SSC/Civiltec design-build team was hired to supply a turnkey design and construct wastewater treatment plant that had to be completely operational by March 31, 2016. With only eight (8) months to completely design, procure and construct a complete treatment plant capable of meeting Title 22 requirements, the SSC/Civiltec team met daily in order to assure the project was on track and assure procurement and construction was on schedule. Treatment process includes an influent pump station, influent screen compactor, membrane bioreactor, reverse osmosis, ozone, UV, chemical injection, sludge dewatering as well as electrical and instrumentation.

SSC Construction Relevant Project Experience:

SSC also has previous project experience that demonstrates their expertise on design-build, large water and wastewater treatment plants, as well as projects containing UV. These projects are just a small sampling of SSC's total resume and demonstrate experience on applicable projects that are similar in nature to the scope of work requested by the City on this Project.

Project 1: Charnock Well Field Restoration Project/Design -Build (Santa Monica, CA)

Contract Value: \$19,184,805.55

Constructed under a design-build contract, SSC completed the construction of this water treatment facility for the City of Santa Monica (public agency) as a subcontractor to the design engineer. The project included a turnkey design and construct solution consisting of numerous structures on two (2) separate sites and involved the installation of highly complex treatment process equipment such as reverse osmosis, cartridge filters, pressure filtration, chemical feed and associated piping. The combined capacity of the project was 10,000 GPM (Charnock site = 3,000 GPM and Arcadia site = 7,000 GPM). This project has a permit to operate from the California State Water Resources Control Board Division of Drinking Water.

Project 2: Lloyd W. Michael Water Treatment Plant (Rancho Cucamonga, CA):

Contract Value: \$42,878,565.00

Built under the typical design-bid-build contracting method for the Cucamonga Valley Water District (public agency) mechanism this 60 MGD water treatment plant project became necessary due to changes in the federal Clean Drinking Water Act which required the District to add additional process for improved water quality treatment. Construction of the project required the construction of GAC Contactor underdrains, UV reactors, vertical diffusion pumps, liquid chemical feed systems, prestressed concrete reservoir, electrical and instrumentation as well as yard piping and ancillary equipment. This project has a permit to operate from the California State Water Resources Control Board Division of Drinking Water.

Project 3: Henry C. Garnett Water Purification Plant Expansion (Bakersfield, California)

Contract Value: \$69,946,254.00

The Kern County Water Agency (public agency) contracted SSC to build an upgrade to an existing water treatment facility. This 90 MGD facility built for the Kern County Water Agency was very complex in nature and involved the construction of numerous treatment facilities. Facilities included a new 4.7 MG concrete finished water clearwell, new filter facility, 7,000 feet of yard piping, a new chemical feed facility, new and/or upgraded electrical and instrumentation packages, as well as numerous mechanical treatment systems. This project has a permit to operate from the California State Water Resources Control Board Division of Drinking Water.

Project 4: Oliver P. Roemer Water Filtration Facilities Expansion Project (Rialto, CA)

Contract Value: \$13,180,527.00

The Oliver P. Roemer Water Filtration Facilities Expansion Project for the West Valley Water District (*public agency*) consisted of a plant expansion increasing capacity to 14.4 MGD involving the use of pretreatment and UV disinfection. The UV facility required an underground wet well structure to share and tie into a common wall of the existing plant as well as the installation of new mechanical treatment processes. The project also included the installation of new electrical and instrumentation systems, as well as a new chemical feed facility and new yard piping in and throughout the site. This project has a permit to operate from the California State Water Resources Control Board Division of Drinking Water.

Project 5: Westside Water Reclamation Plant Phase IIIA Regulatory Upgrades Project (Victorville, CA)

Contract Value: \$16,631,921.52

The Victor Valley Wastewater Reclamation Authority (*public agency*) contracted SSC to build an upgrade to an existing 18 MGD wastewater treatment facility. Construction included interconnecting existing and new facilities, conversion of an existing Traveling Bridge Filtration system into a woven fabric filter system within the modified existing traveling filter structure, construction of a ultraviolet disinfection (UV) system with control building and backup power generation system, conversion of an existing chlorine contact tank into a recycled water reservoir, construct structural modification to increase the tertiary filtration system hydraulic profile, construction of a digester gas treatment system, replacement of four primary clarifiers sludge collection mechanism, replacement of eight primary clarifiers scum collection equipment, replacement of the sodium bisulfate feed system with new chemical feed facilities, as well as other miscellaneous improvements, and electrical and instrumentation systems and associated appurtenances.

Civiltec Engineering Relevant Project Experience:

Civiltec has a wealth of successful experience working for municipalities, water and wastewater districts and state and federal agencies in completing public works improvement projects and water and wastewater system upgrade projects, including preparation of technical evaluations and reports, participation in the preparation of environmental assessments and construction impact mitigation

measures, designing transportation infrastructure, grading and drainage improvements, treatment plants, water bearing structures, reservoirs, pump/lift stations, collection, distribution and transmission pipelines, and well facilities along with their construction management.

With approximately 90% of its work for public agencies, Civiltec is proud of its resources and its reputation of efficiency and quality performance. They are a highly advanced company and can manage and complete a large number of projects simultaneously. Civiltec completes approximately 200 projects per year of various sizes, including transportation, grading and drainage, water and sewer master plans, water and sewer system studies, computer model analyzes, numerous potable water, sewer and recycled water system improvement designs and site improvement projects. Civiltec personnel have a wealth of relevant experience and capabilities covering the full range of municipal, water and wastewater engineering services.

Although Civiltec is not the contracting entity with the City, the following list of projects demonstrates Civiltec's applicable experience and as such how SSC and Civiltec will be of service to the City

Project 1: Nitrate and Perchlorate Treatment Project, City of La Verne

Civiltec is under annual contract with the City of La Verne to provide engineering services for infrastructure projects including water system improvements, sewer system improvements, street reconstruction projects and miscellaneous engineering. Mr. Byrum has been City Engineer and/or City Utility Engineer for the City since 1984.

Civiltec designed an air stripper project to remove volatile organic compounds in the early 1990s, and miles of pipelines since 1984 for the City. Civiltec has designed reservoirs, pump stations, new wells, rehabilitation of existing wells, a nitrate and perchlorate reduction plant, an air-stripper to remove volatile organic compound, numerous street and alley reconstruction projects, a 1.5-mile new roadway access into the hillside including all infrastructure, bridge widening projects, bike and horse trails, miles of pipelines and building renovations.

Project 2: White Avenue Pump Station Air Stripper, City of La Verne

Civiltec represented the City of La Verne in the establishment of a basin management plan (or adjudication) of the six groundwater basins that underlie La Verne, Claremont, Upland, and Pomona. As part of the outcome of the adjudication process, the City began implementing a \$6 million conjunctive use project involving the City, Three Valleys Municipal Water District and MWD.

Civiltec completed the design and construction management of the plant that is now operational and designed all electrical system upgrades and controls. Civiltec and the City completed negotiations with MWD and finalization of the CUP Agreement. The project constructed a new spreading connection to the Live Oak Spreading Grounds, installation of a new 1,000 gpm well, construction of a new 2,500 gpm ion exchange nitrate reduction treatment facility, construction of a new 2,500 gpm perchlorate removal system, construction of 2 miles of a brine disposal pipeline, and miscellaneous site improvements at the Amherst Reservoir and Well site.

Civiltec designed and construction managed a new air stripper facility to treat groundwater that had volatile organic compound contamination for the City of Monrovia in 2006. The plant capacity is approximately 4,000 gpm and is located at the City's Well Field, 2655 South Myrtle Avenue. The plant was designed to treat groundwater from several wells and has the flexibility to treat from 1 to 4 wells depending upon the City's needs. There were two towers installed with off gas carbon treatment. VFD driven pumps provide water to on site reservoirs for staging into the City's transmission and distribution system. Civiltec assessed treatment options at the beginning of the project and eventually prepared applications and obtained WQA funding, SCAQMD permitting, and the DPH Operations Permit Amendment.

Project 3: Nitrate and Volatile Organic Compound Treatment Plant, City of Alhambra

Civiltec implemented a \$15 million project involving the construction of a new nitrate and volatile organic compound treatment plant for the City of Alhambra. The plant has the capacity to treat groundwater produced from Well Nos. 7, 8, 11 and 12 along with the production from a future Well No. 17 proposed to be constructed at a site located south of the Well No. 7 site. Both treatment systems will have capacity to treat the combined total production from each of these facilities – projected to be approximately 7,000 gpm.

Civiltec also designed and construction managed an air stripper facility for Well No. 7. This air stripper provides primary treatment for volatile organic compounds and the new groundwater treatment plant provides a polish treatment for this well's production capacity. The scope of work to complete the project included the following major design and investigative components:

- A 7,000 gpm nitrate reduction system utilizing ion exchange technology in a building.
- A 7,000 gpm volatile organic contaminate reduction system utilizing liquid granular activated carbon (GAC) technology in an optional building.
- Electric service and pump upgrades at Well No. 7 booster pump and Well Nos. 8, 11 and 12.
- Approximately 5,000 feet of 24-inch treated water transmission main, plant site to 16-inch main in Los Higos at Sierra Vista Avenue.
- Approximately 800 feet of 16-inch well water transmission main, Well No. 8 site to the plant, including a jack and bore-type railroad crossing the Union Pacific Railroad.
- Approximately 300 feet of 8-inch plant flush line improvements from the plant site to the Alhambra Wash.
- Approximately 22,600 feet of 8 to 12-inch brine disposal line, plant site to the LACSD brine line in Garvey Avenue at Alhambra Road, in the City of Monterey Park. Approximately 5,600 feet of the line located in Mission Road is for the City's sole use. The remainder of the line south of Mission along Del Mar is shared jointly by the City and other water agencies in the area. The crossing of the 10 Freeway will be through a City owned casing pipe.
- Treated water pressure regulating station at plant site to assist in matching the water system hydraulics.
- Plant site improvements, which may include grading, paving, site screening and landscaping.
- New removable-type building for Well No. 12 site to match the design of the Well No. 15 building.
- Perform CEQA environmental assessment.
- Support to the City in the negotiations for joint agency use of the brine line and the sharing of the design and construction costs.
- Obtaining of all required permits to construct the plant and pipelines.

Project 4: FBIX Treatment Plant, Valley County Water District at the Lante Treatment Plant – Design Build

Civiltec completed a design-build project for Valley County Water District to construct a new FBIX treatment plant. The project underwent testing and final modifications to the ISEP System for ultimate permitting. Mr. Hawes served as Project Manager and Project Engineer of the Project and was integral in

determining system layout configurations, piping arrangements and leading the design team to complete design. Influent groundwater enters the plant from the District's Lante Well (SA1-3) and EPA off-site extraction Wells SA1-1 and SA1-2 for domestic use. The combined capacity of these wells is approximately 7,800 gpm. The primary contaminants in the influent groundwater are volatile organic compounds, perchlorate, nitrate, NDMA, and 1, 4-dioxane. The FBIX system is utilized to peel off perchlorate prior to entering into the ISEP process. The ISEP process converted facilitate removal of nitrate contamination only. Civiltec prepared project plans and reviewed equipment submittals for final approval, procurement and installation. Total construction, design and installation cost for the project was \$4.0 million.

Project 5: Monk Hill Treatment System (MHTS), Pasadena Water and Power, the National Aeronautical Space Administration (NASA) and the JPL OU-1

Civiltec completed the design and administered the construction of the MHTS perchlorate and volatile organic compound treatment system located in the City of Pasadena near the Jet Propulsion Laboratory. The project consisted of preliminary equipment and resin procurement for select perchlorate removal and volatile organic compound media. Procurement of the equipment involved developing performance based specifications to foster competitive bidding amongst the equipment manufacturers. Civiltec was integral in the proposal evaluation and ultimate selection of the equipment and media vendor. Civiltec furthered project progress through its efforts in performing final design and supporting community and environmental permitting/collaboration. The treatment facility is located in a residential community requiring the utmost in consideration for sensitive receptors. Final design included landscape, site, structural and mechanical improvements to support the treatment of 7,000 gpm of significantly impacted groundwater extracted. Civiltec developed project plans and reviewing equipment submittals for final approval, procurement and installation. Total construction cost for the project including mechanical, civil and structural improvements was \$7.5 million dollars.

Civiltec also completed design of the OU-1 perchlorate and volatile organic compound treatment system located at the Jet Propulsion Laboratory campus. This project included biological fluidized bed reactors for the removal of perchlorate and a LGAC system for removal of volatile organic compound as well as three extraction wells, three injection wells and related connecting piping systems.

Project 6: Perchlorate Removal Treatment Plant, City of Monterey Park and San Gabriel Basin Water Quality Authority

Civiltec recently completed the design and construction management of a new perchlorate removal treatment plant for the City of Monterey Park and the San Gabriel Basin Water Quality Authority (WQA). Civiltec worked as part of a design/build team to commence the project and completed the construction and testing of the facility. Civiltec was involved in the project conceptualization, negotiations with WQA and finalization of the agreement for the design/build contract. The project consisted of the construction of upgrades to the existing Well No. 12 site boosters and air strippers, installation of approximately 2,500 feet of 18-inch influent pipeline, construction of a new perchlorate removal system sized for 5,000 gpm, and miscellaneous site improvements at the City's Delta Plant. Civiltec also designed the motor control center upgrades for the Well No. 12 site boosters and assisted in the design of the electrical and control systems at the Delta Plant.

Civiltec acquired permits from the City of Rosemead for the grading and drainage of the site and the structural components of the facility. Civiltec also assisted with the completion of the 97-005 assessment and the requirement for a double barrier per DPH requirements. Civiltec attended bimonthly team project meetings with the constructors, DPH, WQA and the City of Monterey Park.

Project 7: City of El Monte Well No. 3 Treatment Facility and Pipeline

The City of El Monte owns and operates its own water supply and distribution system, using groundwater as its sole source of supply. In December of 2002, the City's Well No. 3 was placed on standby, to be used only in case of emergency, due to high levels of nitrates in the water being pumped from that location.

As the City considered ways to increase its supply of water, it turned to the decommissioned Well 3. In July of 2012, the City received funds from the Department of Public Health (under the provisions of Prop 84) to design and construct a water treatment plant and blend the water flows of Well No. 3 with those from Well No. 2A. The EPA has long recognized the value of blending water from two or more tanks to reduce the overall concentrations of certain undesirable

constituents. With the right infrastructure, the concentration of nitrates in the water from Well No. 3 could be easily blended down to acceptable levels.

Blending Water to Make the Most of Available Supplies

- Civiltec constructed a 1,500 gpm volatile organic compound removal system, utilizing liquid phase granular activated carbon, adjacent to Well No. 3.
- A reinforced concrete foundation was laid for the vessels, and other site improvements were made, including grading and paving.
- New, 10-inch diameter, steel pipes keep water moving at about 5 feet per second between the Well No. 3 discharge system and well No. 2A, blending water from the two sources and lowering nitrate concentrations to an acceptable level (as outlined by the California Department of Public Health).
- Piping modifications were made to ensure the LGAC backwash supply is maintained operational.
- The City of El Monte was able to bring a decommissioned well back online, and increase the water supply for their community.

Project 8: Nitrate Removal for SGVWC Plant B6

Plant B6, located in Baldwin Park, pulls groundwater from four offsite wells (B25A, B25B, B26A, B26B). Unfortunately, due to the rising concentration of nitrate in these wells, the San Gabriel Valley Water Company (SGVWC) was spending increasing amounts of capital on maintenance while experiencing a reduction in flow capacity.

Civiltec worked with SGVWC to devise a solution that utilized existing infrastructure, in coordination with a re-generable ion-exchange ("IX") nitrate removal system. Since construction of the new treatment facilities, the plant is back up to its expected rate of 7,800 gpm, treating a portion of the flow to blend with untreated water and maintain an average nitrate concentration of no more than 32 mg/l.

Nitrate Removal System at Plant B6

- The SGVWC project involved a re-generable ion exchange nitrate treatment system. For efficiency, only a portion of the water is actually treated. The remaining water bypasses treatment and is ultimately blended with the treated water.
- Design of the system included three treatment vessels, softening equipment, piping trees, control valves, control panels, static mixer, brine solution tanks, and a waste brine tank.
- The plant operates with two vessels online, and one regenerated vessel on standby, all in parallel.

- All the electrical equipment, along with the salt blower and air compressor, were installed inside a masonry building to mitigate noise for the surrounding community.
- Online nitrate analyzers were installed to detect nitrate concentrations before and after treatment. When coupled with flow metering, the data provided by the analyzers will inform the operators, allowing them to achieve the desired blended concentration.

Project 9: Clean Drinking Water for the City of El Monte

The City of El Monte sees an average rainfall of only nineteen inches a year, and yet the city's 120,000 residents go about their lives, cooking dinners, washing cars, and watering lawns, thanks to the abundant water stored in the San Gabriel Valley Groundwater Basin.

Unfortunately, in 1979, authorities discovered high concentrations of volatile organic compounds in the water being pumped from the Basin. Though the source of contamination was far to the north, the groundwater throughout the region was affected. The City of El Monte, which relies on the basin for 100% of its water needs, has been a major player in the groundwater cleanup effort. Recent cleanup efforts have been aimed at the deeper region of the aquifer where volatile organic compound levels are lower, but still exceed drinking water standards.

El Monte Operable Unit Deep Treatment System

- Three deep extraction wells were engineered to pump a total of 600 gpm from the Southern Deep Zone (SDZ), bringing water to the surface for treatment and preventing contamination from migrating beyond its current boundaries.
- The SDZ Treatment Plant utilizes a pair of Liquid Phase Granular Activated Carbon vessels (each with a nominal flow rate of 300 gpm) to absorb contaminants from the groundwater.
- Once water has been extracted and filtered, it is treated with chlorine and routed into the City's water distribution system.
- Over 13,000 feet of pipe were laid for the project, to deliver hundreds of thousands of gallons of clear, clean drinking water to the residents of El Monte every day.

Section D: Project Team Summary

The SSC/Civiltec Team offers the City the combined resources of two southern California firms with extensive experience and success in the design and construction of municipal water and wastewater treatment facilities. The SSC team has committed the necessary resources to make this opportunity a top priority and have devised a team and system that will deliver continuity, communication, and collaboration from start to finish. Together our team will focus on close and consistent partnership and require that all other firms we subcontract with have the ability to provide feedback and input to ensure the project is a success. Contained in this section is a detailed description of staff that will be committed to the project.

Structure of the Respondent Team

As stated previously, SSC Construction, Inc. is the corporate entity that will enter into the contractual relationship with the City and will be subcontracting with Civiltec, Inc. for their design services, permitting, environmental compliance, and assistance in the start-up and commissioning of the facility.

Figure D-1: Corporate Organization Chart

SSC Construction, Inc., led by Neil Nehmens, P.E., with headquarters in Corona, California will be responsible for providing overall project direction and leadership. SSC is not managed by a parent company and will solely provide construction services, including major equipment and material procurement, site supervision, scheduling, safety, trade labor, coordination with the City, subcontracting, and start-up and commissioning. SSC self performs a majority of the divisions of work required to construct the facility except rebar, painting, and electrical and instrumentation.

Civiltec Engineering, Inc., led by W. David Byrum, P.E., with headquarters in Monrovia, California, and regional offices in Prescott and Phoenix, will be responsible for the design, quality assurance, permitting and environmental compliance, as well as start-up and commissioning services. Civiltec is not

managed by a parent company and as such will self-manage the design services and has built a reputation of providing quality services on projects of this magnitude.

Key Project Personnel

The key project personnel selected for the Project have a vast amount of experience in the water/wastewater treatment sector. Their experience, as found in Appendix J, combined with their ability to work in a cooperative team environment make them well-equipped to lead this project through successful completion. The following Figure D-2 shows the proposed project management organization chart.

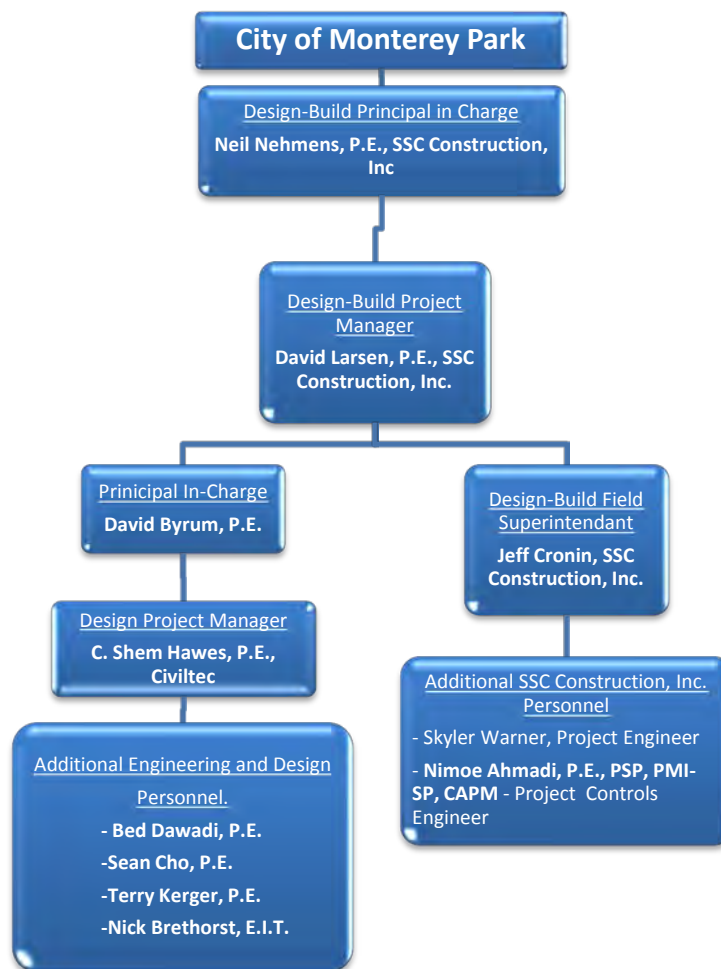


Figure D-2: Project Organization Chart

Section E: Preliminary Development Concept and Technical Approach

We are proposing to design the UV System and assist the City in obtaining applicable permits for the project. The System will be designed to treat utilizing UV reactors and will include the power distribution centers, hydrogen peroxide storage and dosing systems, a catalytic carbon system for peroxide quenching, pre-treatment, piping, flow meters, instrumentation, controls, power supply, communications and associated appurtenances. The System will be connected to other treatment systems at the Delta Plant Facility. The proposed design will allow for the existing treatment systems at the Plant to remain in full operation during construction of the planned improvement with shut down being required at times of final connection to the existing system and existing power supply systems.

We anticipate the scope of work to complete the proposed project will include the following major design and investigative components:

1. A UV 1,4-Dioxane removal system utilizing UV transmittance and hydrogen peroxide. The new system will include the following:
 - a. Four reactors with interconnecting piping as supplied by Trojan.
 - b. P&ID drawings.
 - c. Carbon Vessels will be repurposed and are assumed to be ASME designed for an operating pressure of 125 PSIG max/min.
 - d. Hydrogen peroxide storage, peroxide feed pumps.
 - e. Connections to the water storage tank.
 - f. Pre-Treatment filters.
 - g. Controlled by-pass system as supplied by Siemens.
 - h. Initial load of approved resin for each vessel installed.
 - i. MCC and control cabinets protected by a shade structure.
2. Reinforced concrete foundation for the carbon vessels and UV treatment system. The slab can be rectangular shaped as needed to fit the site. The reinforcement will likely be #6 bars at 12-inches on center, each way, each face. There will be two mats of reinforcement. The slab is anticipated to be 12-inches below grade and 6-inches above grade depending on the results of the geotechnical report.
3. A hydraulic analysis will be performed for the system as part of the effort to determine if the existing wells have sufficient capacity for the added head exerted through the new processes.
4. Development of reservoir design.
5. Design and analysis of the new booster pump station.

6. Plant site improvements, which will include grading and paving as necessary to ensure proper drainage in the vicinity of the new vessels and equipment.
7. Seismic and geotechnical analysis of the site to determine necessary structural upgrades.
8. Preparation of a design basis report for the project. This memo will be a collaborative effort between the City and the Design Build Team. This report may ultimately be used by the City to assist in amending the permit to operate from DDW.
9. Obtain permits to construct the new site improvements from the City of Rosemead. These may include building and grading permits.
10. Coordination with other agencies such as the Division of Drinking Water. We will work with the City to prepare documentation and designs to assist in obtaining the amended permit to operate the new facility.

Section F: Preliminary Development Concept and Technical Approach

The financials for SSC Construction have been included in Appendix C under separate cover.

Section G: References

SSC Construction and Civiltec Engineering as a Design-Build Team

1. Project: Influent Equalization Basin Project (Corona, California)
Contact: Jeff Pape
Company: Temescal Valley Water District (Formerly Lee Lake Water District)
Position: General Manager
Phone: 760-250-9658
E-mail jpape@dudek.com
2. Project: Confidential (San Diego County, CA)
Contact: Steve Fruitman
Company: CW Driver
Position: Project Manager
Phone: 619-797-4225
E-mail: sfruitman@cwdriver.com

SSC Construction, Inc.

1. Project: Lloyd W. Michael Water Treatment Plant (Rancho Cucamonga, CA)
Contact: John Bosler
Company: Cucamonga Valley Water District
Position: Assistant General Manager/COO
Phone: 909-987-2591
E-mail: JohnB@cvwdwater.com
2. Project: Westside Water Reclamation Plant Phase IIIA Regulatory Upgrades Project
Contact: Logan Olds
Company: Victor Valley Wastewater Reclamation Authority
Position: General Manager
Phone: 760-246-8638
E-mail: lolds@vwwra.com
3. Project: Charnock Well Field Restoration Project/Design -Build (Santa Monica, CA)
Contact: Gary Richnick
Company: City of Santa Monica
Position: Plant Manager
Phone: 213-709-1888
4. Project: Henry C. Garnett Water Purification Plant Expansion (Bakersfield, California)
Contact: Martin Varga
Company: Kern County Water Authority
Position: Engineering & Groundwater Services Manager
Phone: 661-331-9467
E-mail: mvarga@kcwa.com

Civiltec Engineering, Inc.

1. Project: Nitrate and Perchlorate Treatment Project; White Avenue Pump Station Air Stripper
Contact: Dan Keesey
Company: City of La Verne
Position: Director of Public Works
Phone: 909-596-8741
2. Project: FBIX Treatment Plant
Contact: Lynda Noriega
Company: Valley County Water District
Position: General Manager
Phone: 626-338-7301

3. Project: Monk Hill Treatment System (MHTS)
Contact: Gary Takara
Company: Pasadena Water and Power, the National Aeronautical Space Administration (NASA)
and the JPL OU-1
Position: Project Manager
Phone: 626-744-3729
4. Project: Perchlorate Removal Treatment Plant
Contact: Grace Kast
Company: City of Monterey Park and San Gabriel Basin Water Quality Authority
Position: Executive Director of the Water Quality Authority
Phone: 626-338-5555
5. Project: No. 3 Treatment Facility and Pipeline
Contact: Matt Yucelen
Company: City of El Monte Well
Position: Water Department Superintendent
Phone: 626-974-8330

EXHIBIT A

**CITY OF MONTEREY PARK CENTRALIZED WATER TREATMENT SYSTEM
DESIGNER-BUILDER PRE-QUALIFICATION QUESTIONNAIRE**

PART I. CONTACT INFORMATION

Firm Name: S S C CONSTRUCTION INC Check One: ☒ Corporation
(as it appears on license)

☐ Partnership Sole Prop.

☐ Sole Prop.

Contact Person: Neil Nehmens

Address: 2073 Railroad Street, Corona, CA 92880

Phone: (951) 278-1177 Fax: (951) 278-2538

E-mail: nnehmens@sscconstruction.net Cell Phone: (951) 830-3127

If firm is a sole proprietor or partnership:

Owner(s) of Company: N/A

Contractor's License Number(s):

767170

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Design-Build Team will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”⁵

Design-Build Team will be immediately disqualified if the answer to any of questions 7 through 9 is “yes.”⁶ If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Designer-Builder possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
☒ Yes ☐ No
2. Designer-Builder has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate.
☒ Yes ☐ No
3. Designer-Builder has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No Contractor is exempt from this requirement, because it has no employees
4. Designer-Builder has errors and omissions insurance policy with a limit of at least \$1,000,000 per occurrence.
☒ Yes ☐ No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☒ Yes ☐ No See Appendix C

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

⁵ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a “Yes” answer given to question 7 - 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸

☒ Yes ☐ No

See Appendix D

NOTE: Notarized statement must be from the surety company, not an agent or broker.

7. Has your contractor's license or any member of the Design-Build team (i.e. Architect, Engineer, etc) been revoked at any time in the last five years?

☐ Yes ☒ No

8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☒ No

9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☒ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

N/A

10. At any time during the last five years, has the Design-Build Team, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☒ No

⁸ An additional notarized statement from the surety may be requested by the City of Monterey Park at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days before submission of the bid. Bonding Capacity refers to the amount available for this project

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. History of the Business and Organizational Performance

1. How many years has your organization been in business in California as a contractor under your present business name and license number? 17 years. Attach a copy of either your documentation proving formation of the organization or agreement committing to form the organization.

See Appendix E

2. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☒ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

3. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

767170; Class A

Expiration: 08/31/2017

4. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Gregory Ernest Larkin

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☒ No

If "yes," please explain on a separate signed sheet.

6. Is your firm a current certified member of the Design Build Institute of America (DBIA)?

☐ Yes ☒ No

If "yes," please provide current DBIA certification on a separate sheet.

7. Does your company have Building Integrated Model (BIM)?

☐ Yes ☒ No

Disputes

8. At any time in the last five years has your firm been assessed and paid liquidated damages for a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If "yes," explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

9. In the last (5) five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, from a federal, state, or local government public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

☒ Yes ☐ No

See Appendix F

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

10. In the past five (5) years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☐ Yes ☒ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

Criminal Matters and Related Civil Suits

12. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

Bonding

14. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: The Travelers Companies, Inc.

Name of surety agent, address and telephone number:

Cavignac & Associates - 450 B Street, Suite 1800, San Diego, CA 92101

Contact: Jim Schabarum (619) 744-0565

Documentation of bonding capacity of at least of \$10 million:

See Appendix D for Notarized Surety Statement.

15. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. Does your construction company have a safety program in place?

☒ Yes ☐ No

See Appendix G

If "yes," submit your safety program table of contents or outline of the program.

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: 1.57

Previous year: 1.24

Year before previous year: 0.74

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation. See Appendix H

6. Within the last (5) five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one (1) occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially

underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last (5) five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Monterey Park.

See Appendix I

10. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year. N/A: SSC Construction, Inc. is a Union Contractor and will dispatch employees from the applicable Unions.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s). N/A: SSC Construction, Inc. is a Union Contractor and will dispatch employees from the applicable Unions.
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm. N/A: SSC Construction, Inc. is a Union Contractor and will dispatch employees from the applicable Unions.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred before January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

12. Do you agree that your firm and its subcontractors at every tier will comply with

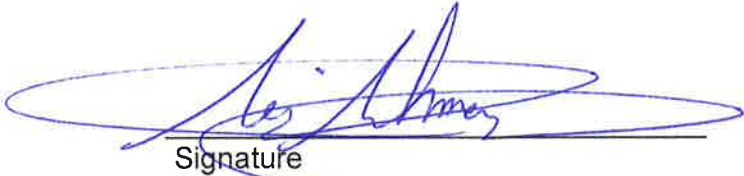
REQUEST FOR QUALIFICATION
CITY OF MONTEREY PARK AO CENTRALIZED WATER TREATMENT SYSTEM

the requirements of Public Contract Code §22164 (c) and that your firm will provide the City with evidence, on a monthly basis while the project or contract is being performed, that your firm and its subcontractors are complying with the requirements of Public Contract Code §22164 (c).

☒ Yes ☐ No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: 2/26/16


Signature

Neil Nehmens, President
Print Name

EXHIBIT B

**RELEASE FORM FOR MASTER PROJECT LIST AND OWNER PROJECT
LIST WITH CONTACT INFORMATION**

**AUTHORIZATION FOR RELEASE OF INFORMATION AND WAIVER OF LIABILITY
FOR PROJECT REFERENCES**

I, on behalf of myself, corporation or company, hereby authorize any and all individuals who are familiar with my design-build and contractor experience and work performance to provide information to the City of Monterey Park and its officers, agents, employees and representatives pertaining to prior work history.

I, on behalf of myself, corporation or company, hereby voluntarily waive any and all rights I, my corporation or company may have to privacy and/or confidentiality pertaining to prior work history and work performance insofar as the information is released solely to the City of Monterey Park and its agents, employees and representatives who are evaluating qualifications for the Monterey Park Centralized Water Treatment System.

This authorization is valid for 90 days from the date of signature. I, on behalf of myself, corporation or company hereby release the City of Monterey Park, and its officers, agents, employees and representatives from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me, my corporation or company arising from the reference as contemplated by this authorization.

I have read the above, understand its contents, and voluntarily agree to its terms.

2/26/16
Signature Date

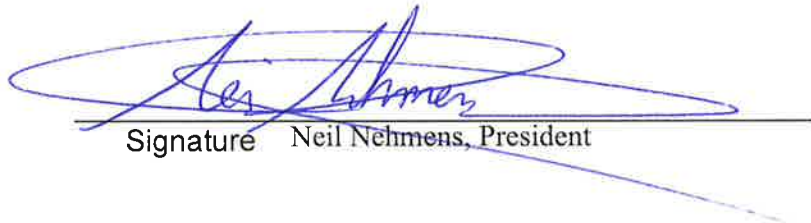

Signature Neil Nehmens, President

EXHIBIT A

**CITY OF MONTEREY PARK CENTRALIZED WATER TREATMENT SYSTEM
DESIGNER-BUILDER PRE-QUALIFICATION QUESTIONNAIRE**

PART I. CONTACT INFORMATION

Firm Name: Civiltec Engineering, Inc. Check One: ☒ Corporation
(as it appears on license)

☐ Partnership Sole Prop.

☐ Sole Prop.

Contact Person: W. David Bryum, PE

Address: 118 W. Lime Avenue, Monrovia, CA 91016

Phone: 626-357-0588 Fax: 626-739-2115

E-mail: dbyrum@civiltec.com Cell Phone: 626-260-0899

If firm is a sole proprietor or partnership:

Owner(s) of Company: W. David Byrum, PE, President; Chris Dusza, PE, CFM, Vice President;
and C. Shem Hawes, PE, Principal

Contractor's License Number(s):

N/A

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Design-Build Team will be immediately disqualified if the answer to any of questions 1 through 5 is "no."⁵

Design-Build Team will be immediately disqualified if the answer to any of questions 7 through 9 is "yes."⁶ If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Designer-Builder possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No N/A
2. Designer-Builder has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate.
☒ Yes ☐ No
3. Designer-Builder has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
☒ Yes ☐ No Contractor is exempt from this requirement, because it has no employees
4. Designer-Builder has errors and omissions insurance policy with a limit of at least \$1,000,000 per occurrence.
☒ Yes ☐ No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
☐ Yes ☒ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

⁵ A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a "Yes" answer given to question 7 - 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸
- ☐ Yes ☐ No N/A

NOTE: Notarized statement must be from the surety company, not an agent or broker.

7. Has your contractor's license or any member of the Design-Build team (i.e. Architect, Engineer, etc) been revoked at any time in the last five years?
- ☐ Yes ☒ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
- ☐ Yes ☒ No
9. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
- ☐ Yes ☒ No
- If the answer is "Yes," state the beginning and ending dates of the period of debarment:
-
10. At any time during the last five years, has the Design-Build Team, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
- ☐ Yes ☒ No

⁸ An additional notarized statement from the surety may be requested by the City of Monterey Park at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days before submission of the bid. Bonding Capacity refers to the amount available for this project

**PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. History of the Business and Organizational Performance

1. How many years has your organization been in business in California as a contractor under your present business name and license number? N/A years. Attach a copy of either your documentation proving formation of the organization or agreement committing to form the organization.
2. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
☐ Yes ☒ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

3. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:
N/A

4. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
N/A

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?
☐ Yes ☒ No

If “yes,” please explain on a separate signed sheet.

6. Is your firm a current certified member of the Design Build Institute of America (DBIA)?

☐ Yes ☒ No

If "yes," please provide current DBIA certification on a separate sheet.

7. Does your company have Building Integrated Model (BIM)?

☐ Yes ☒ No

Disputes

8. At any time in the last five years has your firm been assessed and paid liquidated damages for a project under a construction contract with either a public or private owner?

☐ Yes ☒ No

If "yes," explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

9. In the last (5) five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, from a federal, state, or local government public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

☐ Yes ☒ No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

10. In the past five (5) years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☐ Yes ☒ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☒ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

Criminal Matters and Related Civil Suits

12. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

Bonding

14. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: N/A

Name of surety agent, address and telephone number:

N/A

Documentation of bonding capacity of at least of \$10 million:

N/A

15. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☒ No

If "yes," provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

B. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☒ No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☒ No

If "yes," attach a separate signed page describing each citation.

4. Does your construction company have a safety program in place?

☐ Yes ☐ No N/A

If "yes," submit your safety program table of contents or outline of the program.

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: N/A _____

Previous year: _____

Year before previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last (5) five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☒ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

7. Has there been more than one (1) occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☒ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially

underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last (5) five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with prevailing wage requirements?

☐ Yes ☒ No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

9. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Monterey Park.

N/A

10. If your firm operates its own State-approved apprenticeship program: N/A

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred before January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☒ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

12. Do you agree that your firm and its subcontractors at every tier will comply with

the requirements of Public Contract Code §22164 (c) and that your firm will provide the City with evidence, on a monthly basis while the project or contract is being performed, that your firm and its subcontractors are complying with the requirements of Public Contract Code §22164 (c).

☒ Yes ☐ No

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: February 26, 2016



Signature

W. David Byrum, PE

Print Name

EXHIBIT B

RELEASE FORM FOR MASTER PROJECT LIST AND OWNER PROJECT LIST WITH CONTACT INFORMATION

AUTHORIZATION FOR RELEASE OF INFORMATION AND WAIVER OF LIABILITY FOR PROJECT REFERENCES

I, on behalf of myself, corporation or company, hereby authorize any and all individuals who are familiar with my design-build and contractor experience and work performance to provide information to the City of Monterey Park and its officers, agents, employees and representatives pertaining to prior work history.

I, on behalf of myself, corporation or company, hereby voluntarily waive any and all rights I, my corporation or company may have to privacy and/or confidentiality pertaining to prior work history and work performance insofar as the information is released solely to the City of Monterey Park and its agents, employees and representatives who are evaluating qualifications for the Monterey Park Centralized Water Treatment System.

This authorization is valid for 90 days from the date of signature. I, on behalf of myself, corporation or company hereby release the City of Monterey Park, and its officers, agents, employees and representatives from any claims, damages or liabilities of any kind, that may directly or indirectly result from the use, disclosure, or release of such information by any person or party, whether such information is favorable or unfavorable to me, my corporation or company arising from the reference as contemplated by this authorization.

I have read the above, understand its contents, and voluntarily agree to its terms.

February 26, 2016
Signature Date



Signature

APPENDIX C

See separate envelopes/electronic file for financials.



Executed in Triplicate

February 25, 2016

Attn: Mr. Frank Heldman
City of Monterey Park
c/o Office of the City Clerk
320 W. Newmark Ave.
Monterey Park, CA 91754

RE: **General Prequalification – SSC Construction, Inc.**
Project: Advanced Oxidation Centralized Groundwater Treatment System

Ladies and Gentlemen:

It has been the privilege of Travelers Casualty and Surety Company of America to provide surety bonds since 2015 for **SSC Construction, Inc.** We understand that our principal is being prequalified to bid to your agency.

It is our opinion that **SSC Construction, Inc.** is qualified to perform single jobs in the \$100,000,000 range with a potential work program of \$150,000,000. At their request, we will give favorable consideration to providing the required performance and payment bonds. **SSC Construction, Inc.'s** current available bonding capacity is in excess of \$120,000,000 and is sufficient for this project.

Travelers Casualty and Surety Company of America is a corporate surety with an A. M. Best rating of XV, A++. It maintains a Federal treasury listing of \$211,466,000 single size surety bond underwriting limitation, and is a member of the Surety Association of America.

Please note that the decision to issue performance and payment bonds is a matter between **SSC Construction, Inc.** and Travelers Casualty and Surety Company of America, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to acceptable contract documents, bond forms and financing. You understand, of course, that any arrangement for the final bond(s) is a matter between **SSC Construction, Inc.** and their surety, and we assume no liability to third parties, or to you, if for any reasons we do not execute said bond(s).

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Travelers Casualty and Surety Company of America



Jase Hamilton
Attorney-in-Fact

**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229924

Certificate No. 006504757

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James P. Schabarum II, Jeffrey W. Cavignac, and Jase Hamilton

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of September, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 15th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

FEB 25 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On FEB 25 2016 before me, Claire Owens, Notary Public
(Here insert name and title of the officer)

personally appeared Jase Hamilton
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

Claire Owens
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

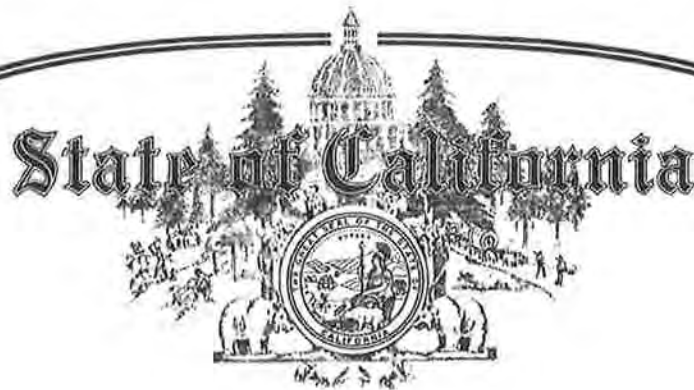
(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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



**SECRETARY OF STATE
CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the **7TH day of MAY, 1999, SSC CONSTRUCTION, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day
of April 27, 2001.



Bill Jones
BILL JONES
Secretary of State

Name Change

Solid Structures Construction, Inc. was established in 1978. In 1999, its name was changed to SSC Construction, Inc.

Termination for Convenience

Project Name: Los Alamitos Pump Station and Retarding Basin Project

Project Owner: Orange County Public Works

Description: In March of 2013 SSC Construction, the firm applying herein for pre-qualification was on the abovementioned project which was terminated for convenience by the project owner prior to completion.



Health & Safety Manual

2015

Health & Safety Program Index

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OVERVIEW

Foreword

This Safety Program has been developed by **SSC Construction, Inc.** to assist job site management in meeting the requirements of the California Code of Regulations Title 8. **SSC Construction Inc.** has developed and implemented this written Health & Safety Manual. The works performed by SSC Construction are varied in both nature and location. Under all circumstances, it is the intent of SSC Construction to (1) Comply with the requirements and spirit of *California Code of Regulations, Title 8*, and to provide a safe and healthful environment for our employees. The safety of our employees is our paramount concern, and we urge all employees and supervisors to familiarize themselves with the Safety Program set forth in this Injury Illness Prevention Program. Only by working together we can achieve our goal of making the work environment safe. SSC Construction expects and requires all employees to follow the requirements set forth in this Health & Safety Manual.

Safety Philosophy

SSC Construction, Inc (SSC) is committed to protecting the health and safety of each employee as the overriding priority of the organization. There will be no compromise of an individual's well-being in anything we do. The implementation of actions to help realize a healthy, injury-free work environment is a leadership responsibility. To help ensure that policy commitments are translated into appropriate actions, we recognize the importance of employee participation. We have a commitment to continual improvement of employee safety and health. Finally, the organization shall conduct operations in compliance with all applicable laws and regulations, as well as in conformance with its own safety and health standard. To assure the success of our policy, SSC has implemented this Safety and Health Program. The program encompasses the following items:

- Identifying roles and responsibilities.
- Providing you with workplace safety practices.
- Conducting safety and health inspections to find and eliminate unsafe working conditions or health hazards.
- Investigating workplace accidents promptly and thoroughly to find the cause and to make corrections so that it does not happen again.
- Training all employees in good safety and health practices.
- Establishing communications regarding workplace safety and health.
- Developing and enforcing safety and health rules and requiring employees to follow. These rules are a condition of employment.
- Recognizing employees for safe practices or performance, and counseling employees or failure to follow safe and healthful practices.

SSC Construction, Inc recognizes that safety is a shared responsibility. These responsibilities can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in safe operating condition. By working together we can maintain a safe working environment for all employees.

Policy Statement

SSC employees deserve a work environment that is free of injuries. Therefore, SSC supervisors shall provide an injury free workplace for **all employees and subcontractors**. All employees, as a top priority, take the responsibility for identifying and eliminating workplace hazards. We must hold all employees accountable for health and safety performance standards.

The goal of the safety program is **zero incidents**. An incident referred to in this manual is any unplanned and unintended event that disrupts the orderly process of performing work. All incidents result in loss due to job disruption and delay and often involve additional losses from personal injury, equipment damage, property or material damage or a combination of these factors.

Our aggressive leadership in each of the action items below will ensure attainment of **OUR ULTIMATE GOAL – ZERO WORKPLACE INJURIES**. We believe that the management skills, commitment, and teamwork required to achieve a zero injury workplace are identical to those required to build an organizationally strong and financial secure company. By striving for zero, we shall not only be meeting our moral obligation, but also guarantee our future success.

The following minimum action items:

- Prior to the start of each project and during the progress of the project, conduct re-evaluations of hazards in order to measure performance and progress towards our ultimate goal. Abate the hazards when identified.
- Ensure that each employee receives proper training prior to starting a new work assignment. This training will include **workplace orientation**, care and use of **personal protective equipment**, and specific **jobsite hazard recognition**.
- If an injury occurs, provide the injured employee with **first-aid or immediate medical attention**.
- Investigate all NEAR MISS incidences and determine the cause and the prevention.
- We shall aggressively communicate SSC's HEALTH AND SAFETY PLAN to all workers on a SSC jobsite.

The Safety Director will assist Project Management to develop, implement, and monitor compliance in all safety programs, policies, and procedures.

The implementation and acceptance of this safety program is a standard practice for all SSC employees and a condition of employment.

ACCIDENT/INCIDENT INVESTIGATION AND REPORTING

SSC Construction, Inc. has established written procedures for investigating incidents, injuries, near misses, hazardous substance exposures and property losses. Cal/OSHA mandates accident investigation and is an effective technique for preventing recurrence or future accidents. If any positive results come from an accident, it is the opportunity to determine the causes, and prevent reoccurrences. These procedures include:

INCIDENT:

An unforeseen, unplanned event or happening that disrupts normal procedures resulting in the property of others or to company property and or bodily injury to a company employee or third party.

RESPONSIBILITIES:

Field Supervisor shall:

- Accompany each injured employee to the medical facility where treatment will be provided;
- Explain the circumstances of the injury to the treating physician.
- Provide the treating physician with an authorization **Physicians Clinic Packet (form 917)**.
- Have the injured employee take an authorization for initial treatment and release of medical information for all follow-up doctor's visits
- Explain to the treating physician that restricted duty is available and his completion of the authorization form for initial treatment will help us accommodate a light-duty position that stays within the guidelines and restrictions placed on the injured employee; and
- Forward all medical information to the corporate office attention Human Resources.

Project Superintendent shall:

- Report accidents to the Safety Director within 24 hours of the accident occurrence:
- Fill out the Incident Investigation Report.
- Be prepared to discuss the details of the accident with the project manager or safety director; and
- Forward a copy of the Incident Investigation Report, copies of the last four toolbox talk meetings attended by the injured employees and the Job Hazard Analysis for the operation.

PROCEDURE

Follow the following procedures in the event of an accident:

- A field supervisor will accompany each injured employee to the medical facility where treatment will be provided: the supervisor will explain the circumstances involved relating to the injury to the treating physician:
- The field supervisor who accompanies the injured employee shall provide the treating physician with an authorization for initial treatment and release of medical information form and request that the doctor complete the form **917 - Physicians Clinic Packet**.
- The injured individual is required to take an authorization for initial treatment and release of medical information for all follow-up doctors' visits. Copies of all pertinent information should be forwarded to the main office attention Human Resources.

- Light duty or restricted duty is generally available to injured employees. The field supervisor will explain this policy to the treating physician and explain to the physician that completing the authorization for initial treatment and release of medical information form will help us accommodate a light duty position that stays within the guidelines and restrictions placed on the injured employee.

ACCIDENT REPORTING POLICY

Accidents must be reported immediately by the Project Superintendent or Foremen to the Safety Director on a 24 hour / 7 days a week basis are:

- Any accident which involved an injury requiring a doctor's treatment whether it be a First-Aid case or an OSHA recordable
- Auto/Motor fleet accidents; (injury or non-injury)
- Property damage and public liability accident; (any accident to the public **within our work zone** that causes injury or death.)
- Serious accidents involving subcontractors; and
- "Near Miss" is a hazardous situation that could have resulted in a serious injury.

The project superintendent must be prepared to discuss:

- What happened?
- How it happened?
- Why it happened?
- Prevention recommendations.

Serious Accident Discussion:

- Schedule a discussion for all recordable or lost time injuries, or property damage claims deemed "serious" by the project superintendent and/or the safety Director within 1 day of the accident or incidence occurrence.
- This meeting will include the superintendent, foremen, Injured Employee (if available) and the safety director.
- The purpose of this meeting is to investigate the accident and discuss safety related problems and solutions to prevent future occurrences.

WARNING! ALL INJURIES, NO MATTER HOW MINOR SHALL BE REPORTED TO THE FOREMAN OR SUPERINTENDENT AND SAFETY DIRECTOR IMMEDIATELY.

Documentation Requirements

All injuries other than First-Aid:

- Incident Investigation Report (1) filled out by injured employee and (1) filled out by supervisor.
- The last four Toolbox "Safety Meeting Log's" along with the topics attached.
- Job Safety Analysis copy.

Note: Call to project Superintendent and Safety Director within 24 hours.

Lost Time Injury:

- Incident Investigation Report (1) filled out by injured employee and (1) filled out by supervisor.(Appendix A of this Policy)
- The last four Toolbox "Safety Meeting Log's" along with the topics attached.

- Job Safety Analysis copy.

Note: Schedule a meeting with the Company president and safety Director within 24 hours of occurrence.

Near Miss:

- Near Miss Report.

Reporting Injuries, Equipment / Property Damage:

All incidents, no matter how minor shall be reported to the Foreman, Project Superintendent, Safety Director and Project Manager immediately. Project Superintendent will insure that proper medical treatment is provided **and all required documents are completed and sent to the Safety Director immediately for ALL injuries. An incident investigation report** must be completed (with diagram) for all incidents and forwarded to Human Resources. Payroll will track and maintain all information pertaining to the accident or injury. The payroll department or safety director will determine from the accident report and medical report if the accident is first-aid or a reportable/recordable accident. If it's reportable the payroll department will call in the accident to the insurance carrier company and file a claim. (we also have the *liberty* to pay out of pocket). If it is a claim, the injured party will receive an Employee's Claim for Worker's Compensation Benefits form that they will fill out, sign, and return to the payroll department within **24 hours**. The payroll department or safety director will fill out the bottom portion and give the employee their copy. Payroll and safety director will track and monitor the claim through a claims adjuster and notify management on the progress of any claim. If it's a first aid the payroll department will give instruction to the hospital/clinic of where to send the bill for their service.

AERIAL LIFT SAFETY PROGRAM

PURPOSE:

It is the policy of SSC Construction, Inc. to permit only trained and authorized personnel to operate aerial lifts. This policy is applicable to both daily operators and those who occasionally use an aerial lift.

SCOPE:

The Occupational Health and Safety Administration's (OSHA) 29 CFR 1926.453 and 1926.454 rules and regulations apply to erecting, dismantling, fall protection, furnishing, and engaging in work on aerial platforms. Any temporary elevated or suspended work unit and its supporting structures used for supporting workers, material(s), or both are subject to the aforementioned rules and regulations.

REFERENCES:

Requirements and regulations pertaining to powered material handling equipment are found in the following publication:

Occupational Safety and Health Standards for Construction (29 CFR 1926.453).

Occupational Safety and Health Standards for Construction (29 CFR 1926.454).

PROCEDURES:

These written aerial lift operation procedures establish guidelines to be followed, whenever any employee works with aerial lifts at this company. The rules established are to be followed to:

- Provide a safe working environment,
- Govern operator use of industrial lifts,
- Ensure proper care and maintenance of aerial lifts.

OBJECTIVES:

The objectives of the Aerial Lifts Safety Program are:

- To ensure that operators understand the limitations and safe operations of the equipment.
- To ensure that all equipment is properly maintained and is kept in good working order.
- To ensure that equipment malfunctions are noted before accidents occur.
- To ensure that non-qualified employees do not use this equipment.
- To ensure that operators receive refresher training as necessary.

HAZARDS & CONTROLS:

This list is not all inclusive. Please refer to manufacture's operations manual and obey all applicable state and federal regulations.

- Only authorized and trained personnel are permitted to operate aerial lifts. Certificates or proof of training must be provided.
- Personnel shall inspect lift at the start of each shift. All repair needs must be erected to Superintendent.
- All aerial lifts shall have manufacture's operations manual on the lift. Personnel shall read and be familiar with all aspects of manufacture's operations manual.
- Safety bar or chain must be engaged when personnel are in the lift.
- Personnel shall always stand on the floor of the basket and not on the guardrails, planks, ladders, or other devices to extend reach.
- Personnel shall remain in basket at all times and shall not climb on lift to gain access to elevated work location.
- Boom and basket load limits, as specified by manufacture, shall be known and shall not be exceeded.
- Aerial lifts shall be positioned on level surfaces when possible and the brakes shall be set. If outriggers are provided, they shall be positioned on solid surfaces or cribbing, Wheel chocks shall be installed before using inclines.
- Aerial lifts shall be prohibited from moving with workers in the basket, unless specifically designed for this type of operation.
- Personnel shall not work on elevated platforms when winds exceed 20 miles per hour.
- ***If an employee needs to drive a manlift while in the elevated position, they will be required to follow the manufacturer recommendations before driving while elevated.***
- An aerial lift shall not be used as a material hoist.
- Lifts shall be provided with upper and lower controls. These controls shall be tested for proper function before each day's use, and the lower controls shall not be operated unless permission has been obtained from personnel in the lift, except in the case of emergency.
- All parts of aerial lifts must always stay at least 10 feet away from energized power lines of 50kV or less and add 4 inches for every 1kV over 50kV.
- Personnel working in or operating a scissor lift must wear a body harness at all times. Employees shall also make sure that when operating a man lift or scissor lift they must be tied off at all times on approved anchor points.

ASBESTOS POLICY

We do not anticipate any asbestos on the _____ Project.

STATEMENT:

All SSC Construction, Inc employees involved in any work involving exposures to asbestos are required to be trained in the recognition, risk, and safeguards associated with work that may disturb and/or expose the worker to these health hazards.

ASBESTOS:

The owner is required to conduct an analysis of the facility, using a competent, experienced, professional environmental engineering or consulting firm to determine:

- a. The location of asbestos-containing materials.
- b. The exposure potential created by those materials.
- c. The quantity of those materials.
- d. The estimated cost for removal and replacement with non-asbestos containing materials.
- e. Specific recommendations as to the logical process for abating and controlling the materials.

The owner shall provide SSC with a “Good Faith Survey” identifying the location of any and all asbestos on the project. SSC shall maintain a copy of the survey on site for review and/or inspection.

Asbestos was used in almost 3,000 products with over 2,000 commonly found in building construction, serving both exterior and interior functions. Most uses fall into these five major areas:

- a. Spray-applied acoustical and decorative ceiling finishes.
- b. Spray and trowel-applied fireproofing for structural steel.
- c. Insulation on various mechanical and HVAC equipment.
- d. Cementitious asbestos products.
- e. Miscellaneous building materials.

These materials are usually composite materials of mineral wool, gypsum, and other plasters, such as vermiculite and perlite, mixed with varying degrees of asbestos fiber. The asbestos is added for one of the two reasons:

- a. As reinforcement fiber to hold together mixtures of plasters and in forming pipe insulations.
- b. As heat retardation in mechanical insulation, especially on high and medium pressure steam lines and boiler heads.

ALL WORKERS SHALL BE INFORMED AS TO THE POTENTIAL LOCATIONS OF ASBESTOS AND SHALL BE TRAINED IN THE PROPER PROCEDURES TO ISOLATE AND REPORT ANY ASBESTOS FOUND.

Asbestos Discovery:

STOP WORK, SECURE THE SCENE AND NOTIFY THE SUPERINTENDENT IMMEDIATELY. CONTACT THE MAIN OFFICE. AN ABATEMENT CONTRACTOR SHALL BE CONTACTED TO ABATE THE AREA.

BARRICADE POLICY

It is the policy of SSC to respect all barricades. All employees must never go through a barricade. Barricades are put up to warn of impending danger and hazards.

This is a small list of times that barricades should be used. This list is not all inclusive, and is only a small check list to use as a reminder.

- Open floor and wall openings
- Roadways and walkways
- Barricades are illuminated to reflectorize at night.
- Traffic control devices used when appropriate.
- Barricade the swing radius of a crane.
- Barricade any open trench.
- Barricade a safe working limit for equipment around electrical utilities.
- Obey all signs; confined space, fall protection required, hard hat area, etc...

Type of Barricade

- **Red Danger Tape** means Danger;
 - No workers allowed in barricaded area. Danger tape can only be taken down by the employee who puts it up.
- **Yellow Caution Tape** means Caution;
 - No workers can enter barricaded areas without the permission of the individual who put the barricade up. Caution tape can only be taken down by the employee who puts it up.
- **Other forms of barricades**
 - Yellow rope can be used to warn of a hazardous area. If rope is used, a flag or piece of caution tape will need to be placed every six feet along the rope to help make it more identifiable

NOTE: AT NO TIME WILL YELLOW ROPE BE USED FOR A FALL PROTECTION SYSTEM, OR A TIE OFF POINT. ONLY TO BE USED FOR WARNING OF HAZARDOUS AREA

- **Lockout/Tagout**
 - Please see lockout/tagout section of our safety and health program.

CODE OF SAFE PRACTICES

RESPONSIBILITIES:

You are responsible for taking reasonable care to protect the health and safety of yourself and your co-workers as well as reporting unsafe acts and conditions to your supervisor. If you are in doubt about your safety roles or responsibilities, you should contact your first line supervisor for clarification before commencing or continuing any work-related activities.

ENFORCEMENT OF HEALTH AND SAFETY RULES:

Compliance with Company and legislated environment and safety standards is necessary to maintain a safe and healthy work environment. As with any program, corrective disciplinary measures may be required to deal with non-compliance. These measures are outlined in the compliance section of this Health & Safety Program.

ORIENTATION:

Upon hire, you will receive a safety orientation that will provide you with consistent safety information, education and training sufficient for you to develop and acquire the knowledge and awareness to protect yourself and others from injury.

ACCIDENT/INCIDENT REPORTING:

All accidents/incidents must be reported immediately to your supervisor. Each accident/incident will be investigated and corrective action will be undertaken.

PERSONAL INJURIES AND PROPERTY DAMAGE, NO MATTER HOW MINOR, MUST BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY.

PERSONAL PROTECTIVE EQUIPMENT:

When operations and/or policies dictate the use of personal protective equipment, the use of such equipment is mandatory.

- **HARD HATS** are to be inspected on a frequent (daily) basis for damage such as: Burns, Cracking, Loose or Broken Suspension etc. Hard hats may be worn with the bill facing to the rear only when used with attachments that provide facial protection such as welding hoods, face shields etc. "Cowboy" style and metal hard hats are not allowed on the project.
- **FOOTWEAR** – ANSI approved footwear will be worn on all projects at all times. When operating compaction equipment such as "Wicker/Jumping Jack" additional "toe caps" shall also be worn.
- **FALL ARREST EQUIPMENT** – When there is no other form of protection from falling, i.e. standard guard rails, employees shall wear approved fall arrest/restraint equipment. The Fall Protection Program for SSC employees is enforced at 100 % for all employees, regardless of job duties.

- **RESPIRATORY PROTECTIVE EQUIPMENT** – Proper respiratory protection shall be worn when performing any operation where an oxygen deficiency may exist, where air circulation is not sufficient to prevent inhaling of harmful amounts of dust, toxic fumes, mist or vapors. Employees shall receive the necessary medical surveillance and proper training in fit testing, use, maintenance and limitations of respiratory equipment.
- **EYE AND FACE PROTECTION** – ANSI approved safety glasses with side shields or goggles must be worn at all times while on the jobsite. When grinding, chipping, using a cutoff tool, a face shield must be worn in addition to eye protection.
- **HAND PROTECTION** – Appropriate gloves must be worn when handling rough, sharp or hot objects; and caustics, acids, solvents, concrete or chemicals.
- **CLOTHING** – A High Visibility outer garment shall be worn, consisting of either vests or t-shirts that are OSHA orange, green or yellow. It is mandatory that shirts with at least a four-inch sleeve and a collar be worn at all times. On some projects a full sleeve will be required. Shorts are not to be worn on site at any time. Do not wear gloves, loose clothing or jewelry where they may create a hazard.

MANUAL LIFTING:

- Bend knees, keep your back straight lift with your legs and avoid twisting.
- Plan before you lift – consider weight, size, shape, path of travel, and set down location. Get help if necessary
- Protect your hands and fingers from rough edges, sharp corners, and metal straps. Keep hands and fingers out of pinch points between the load and other objects.

SCAFFOLDS:

You shall verify that the scaffold is safe and meets all regulatory requirements. Prior to using a scaffold check that:

- The base is sound, level and in adjustment – sills, screw jacks, bases and secured if necessary
- The legs are plumb and that all braces are installed.
- All locking devices are secured.
- All cross members are level.
- All ties are in place, secured, properly installed and in good condition
- The working platform meets regulatory requirements

IMMEDIATELY REPORT ANY VISIBLE DEFECTS IN THE SCAFFOLDING TO YOUR SUPERVISOR.

When working from scaffolding, you shall:

- Climb the scaffolding using the proper means and never climb on the braces
- Maintain good house keeping practices in all work areas
- Check that suitable means of raising and lowering equipment and materials are used
- Immediately replace any guardrails temporarily removed for the purpose of hoisting equipment or materials.

In addition to the foregoing, you shall never:

- Remove any structural part of the scaffold without first checking with your supervisor,
- Place a load on the scaffold greater than it designed capacity,

- Rest on or place equipment or materials on the guard rails, and undermine the base of the scaffold

When working with rolling scaffolds, you shall:

- Secure or remove all materials and equipment from the platform before moving the scaffold,
- Apply each of the caster brakes at all times when the scaffold is stationary.
- Have sufficient help available when moving a rolling scaffold.
- Be alert for hazards such as holes or openings in the floor, overhead obstructions, slopes and debris.
- Never ride a rolling scaffold.

ALL SCAFFOLDS WILL BE ERECTED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS BY A QUALIFIED & COMPETENT PERSON ONLY.

LADDERS:

- Inspect all ladders for defects prior to use. If unsafe, do not use and report defects to your supervisor.
- Do not climb or descend a ladder without free use of both hands.
- Verify that ladders maintain a 4:1 safe working angle.
- Check that all ladders are secured and extend 1 meter (3 ft.) above the point of access.
- Stepladders must be fully opened with spreader arms locked.
- Do not work off the top two rungs or top cap of a stepladder.
- Do not use a painted wooden ladder.
- Extension ladders are not to be taken apart and used as separate ladders.

GUARDRAILS/HANDRAILS:

Whenever a danger of falling exists a guardrail may be required (i.e., floor openings platforms and excavations). Local legislation will dictate the height at which guardrails are mandatory.

- Handrails are required on stairways.
- Guardrails must consist of top rail, mid rail and toe board.
- Never lean against guardrails or handrails.

NEVER LEAVE AN OPENING UNATTENDED!

REPORT UNSAFE CONDITIONS TO YOUR SUPERVISOR.

EXCAVATIONS/TRENCHES:

Excavations and trenches may have additional hazards that require special precautions prior to entering – check with your supervisor.

- Never work in an excavation or trench deeper than 5 feet unless it is properly shored or cut back.
- Stay within the confines of the shoring or trench box.
- Know where your means of access and egress are located.
- All trenches shall have a ladder placed within 25 feet of the workers.

CHECK WITH YOUR SUPERVISOR PRIOR TO ENTERING EXCAVATIONS OR TRENCHES

HORIZONTAL & VERTICAL OPENINGS:

It is company policy that all openings be guarded in order to prevent injury. It is preferred that openings be guarded by means of guardrails consisting of a top rail, mid rail and toe board. The guardrails are to be properly secured to prevent accidental dislodgment.

Where guardrails are impractical, an alternative system of horizontal or vertical guarding and security will be used. When covers are used they must be strong enough to support the loads to be imposed upon them and must be secured to prevent accidental dislodgment. Further, the cover must be marked in orange/red fluorescent paint "DANGER OPENING" as identified in the Safety and Loss Prevention Handbook.

HAZARDS COMMUNICATION:

Hazardous Communication (HAZCOM) provides the worker with vital information about hazardous materials or substances. **(Refer to "H2" Section for Program)**

The key elements are:

- Labels
- Material Safety Data Sheets (MSDS)
- Worker education

Material Safety Data Sheets are available for all hazardous products at project locations and Corona Shop. Always take the time to read the HAZCOM instruction labels.

The labels tell you:

- Material and supplier identification
- Hazard symbols
- Risks
- Precautionary measures
- First aid measures

DON'T BE AFRAID TO ASK. IT IS YOUR RIGHT TO KNOW.

TOOLS:

The following rules apply while working with tools and equipment on SSC projects:

- Unsafe tools, frayed and defective electrical cords and extensions and unguarded machinery must not be used. Report unsafe conditions to your supervisor immediately.
- When using electrically powered equipment or portable hand tools, ensure that they are properly grounded.
- The use of double-insulated tools is recommended.
- Only an approved low combustion cleaning solvent shall be used to clean tools.
- When safety guards are removed from tools for repair or adjustment, the tool must be made inoperative.

COMPRESSED GAS CYLINDERS:

The following rules apply when working with compressed gas cylinders.

- Secure cylinders in an up right position.

- Replace caps when not in use.
- Keep full and empty cylinders separate.
- Oxygen and fuel gas cylinders must be stored at least 20 feet apart or separated as per OSHA regulations.
- Smoking is prohibited near/around fuel gas cylinders.

CRANES AND HOISTS:

- Only authorized personnel shall operate cranes and hoists. All crane operators must provide proper documentation of Crane Operator Certification per current Cal OSHA standards prior to operating equipment.
- Keep clear of swinging cabs of cranes.
- Use a tag line on all loads that may swing while being hoisted and lowered.
- Cranes and hoists must be operated with caution when near power lines. Do not take any equipment within 10' of overhead lines. If in doubt consult your supervisor.
- Do not touch the crane or load while it is in motion.
- Do not ride the headache ball, hook or load on any crane or hoist.
- Operators are expected to know and work within the rated capacities of their crane or hoist.
- Operators shall go through the start up and shut down procedures as described by the equipment checklist and as instructed by their supervisor.
- Crane operators must be fully aware of the crane operating procedures. No equipment shall be operated without a thorough supervisor briefing.

INSPECTIONS AND AUDITS:

SSC Construction, Inc conducts on-site safety inspections and program audits, which are necessary to evaluate safety performance and to identify areas, which may need improvement or modification. You may be required to participate in site inspections and audits.

SAFE OPERATING PROCEDURES:

SSC Construction, Inc frequently requires hazardous work to be carried out which utilizes specialized procedures. SSC Construction, Inc develops "Job Hazard Analysis" that clearly describes the steps to be followed when this kind of work is involved. You may be asked to participate in the development of these procedures.

CONCRETE HAZARDS AND PROTECTION

Contact with wet (unhardened concrete, mortar, cement or cement mixtures) can cause skin irritation, severe chemical burns, or serious eye injury. Avoid contact with eyes and skin. The following precautions shall take place when working with concrete material:

Concrete Hazards:

- Working with concrete products such as cement or mortar is dangerous because of the high concentration of lime. When in contact with skin for prolonged periods, these products absorb moisture from the skin and body causing them to dry out, harden and crack. At the same time, concrete can cause a chemical burn that result in raw sores prone to infection.
- Concrete that soaks into clothing or spills into rubber boots must be paid special attention to because of how dangerous it is. Indirect contact through clothing can be as serious as direct contact rinse from clothing as soon as possible.
- Friction caused by sand in the concrete can irritate and expose sensitive skin allowing a severe chemical burn to develop more quickly. Wash wet concrete, mortar, cement, or cement mixtures from your skin with fresh clean water immediately after contact.
- Vinegar or a commercial neutralizer can be used to counteract the burning effect.
- Eye cups and eyewash must also be kept near a concrete pour
- Report all concrete burns immediately.

DO NOT UNDERESTIMATE THE SERIOUSNESS OF A CONCRETE BURN, MINOR IRRITATIONS CAN BECOME SERIOUS INFECTIONS BEFORE YOU REALIZE WHAT HAS HAPPENED. IN THE EVENT YOU SUFFER FROM SEVERE DISCOMFORT, SEEK MEDICAL ATTENTION.

- Wear waterproof gloves and fully buttoned long sleeve shirt
- Tight fitting eye protection if any material gets into your eyes, flush eyes with plenty of water for 15 minutes. Consult a physician.

CONFINED SPACE PROGRAM

CONFINED SPACE:

A confined space is defined as a space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
- Is not designed for continuous employee occupancy.

PERMIT REQUIRED CONFINED SPACES:

Confined spaces that have one or more of the following characteristics are deemed PERMIT REQUIRED CONFINED SPACE:

- Contains or has the potential to contain a hazardous atmosphere;
- Contains a material that has the potential for engulfing an entrant;
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
- Contains any other recognized serious safety or health hazard.

The Job Site authorized person will determine if the workplace contains permit-confined space(s). If changes occur in a confined space that was previously not a permit space, the authorized person will reevaluate that space to find out if it has become a permit required space.

If they have permit spaces and they decide that they will not enter those spaces, the Superintendent/Foreman will take appropriate measures to ensure that the employees do not enter the spaces. The measures taken will comply with OSHA regulations as applicable. Any authorized person who decides to have employees enter a confined space, whether or not that space is under their control (subcontractors may be examples), will establish an entry permit program to ensure that they protect entrants from confined space hazards.

Under our entry permit program, SSC's authorized person will do the following:

- Post signs near permit required spaces to notify employees what hazards may be present and that only authorized entrants may enter the permit spaces;
- Train employees as provided by this standard so those attendants, authorized entrants and personnel authorizing or in charge of entry can work safely in and around the permit space;
- Provide, maintain and ensure the proper use of the equipment necessary for safe entry, including testing, monitoring, communication and personal protective equipment.
- Establish and carry out the means, procedures and practices by which they can enter the permit spaces safely;
- Identify and evaluate each hazard of the permit space(s).
- Retrieve the necessary permit(s) and checklists for the proper preparation, issuance and use of the entry permits.
- Ensure that there is always an observer/attendant to help when help is needed, to yell to another person to go get help. This person is not to leave the area.
- Prevention of unauthorized entry. Prevent unauthorized entry through such measures as training or by

- posting signs and barriers, as necessary.
- Confined space entry permit must be filled out completely before entry and a completed checklist must accompany the permit(s).
- The individual who authorizes hot work in a permit space, such as welding, will note that on the entry permit and on a separate hot work permit that is to be attached to the entry permit.
- The individual authorizing the entry will sign the entry permit before the entry begins, but not until all actions necessary for safe entry into the confined space have been completed.
- Upon completion of the entry covered by the entry permit, and after all entrants have exited the confined space, the individual authorizing the entry will cancel the entry permit.

NON PERMIT CONFINED SPACES:

Prior to any entry into any confined space, the following shall be completed:

- Confined Space Checklist.
- Confined Space Entry Permit.

CONFINED SPACES CAN BE DANGEROUS IF YOU ARE NOT PREPARED.

NEVER ENTER A SPACE WITHOUT AUTHORIZATION AND TRAINING.

NEVER BYPASS ESTABLISHED PROCEDURES OR TAKE SHORT CUTS.

DUTIES OF THE OBSERVER/ATTENDANT:

The Job Site superintendant shall ensure that the individuals they are authorizing to be in charge of entry having received the appropriate training and perform assigned duties, as follows:

- Determine that the entry permit contains the required information before authorizing or allowing entry.
- Determine that the necessary procedures, practices and equipment for safe entry are in effect before allowing entry.
- Determine, at appropriate intervals, that entry operations remain consistent with the terms of the entry permit, and that acceptable entry conditions are present.
- Remain outside the permit space(s) always during entry operations.
- Continuously maintain an accurate count of all persons in the space.
- Maintain effective and continuous contact with authorized entrants during entry.
- Order authorized entrants to evacuate when required...
- Observe a condition that is not allowed in the entry permit;
- Detect behavioral effects of hazard exposure.
- Detect a situation outside the space that could endanger the entrant.
- Detect an uncontrolled hazard within the permit space.
- Summon rescue and other emergency services as needed when determined that authorized entrants need to escape from a permit space hazard
- Cancel the entry authorization and cancel entry whenever acceptable entry conditions are not present.
- Take the necessary measures for concluding any entry operation, such as closing off a permit space and canceling the permit, once the work authorized by the permit has been completed.
- Warn the unauthorized persons away from the space
- Individuals empowered to authorize entries may also serve as authorized entrants or attendants for an entry if they have the proper training.

- Before any entry into a confined space, the Job Site Superintendent shall have a pre entry meeting with all employees to review procedures and work to be done.

DUTIES OF AUTHORIZED ENTRANTS:

The Job Site Superintendent/Foreman will ensure that the employees who work as authorized entrants receive the appropriate training, and perform their duties under the entry permit program, as follows:

HAZARD RECOGNITION:

The Job Site Superintendent/Foreman will ensure that authorized entrants:

- Know the hazards that may be faced during entry.
- Recognize the signs and symptoms of exposure to a hazard.
- Understand the consequences of exposure to a hazard.
- Maintain contact with the attendant.
- Notify the attendant when the entrant's self-initiate evacuation of a permit space.
- Utilization of personal protective equipment, such as retrieval lines, respirators or clothing, needed for safe entry and exit.
- Are provided with the necessary personal protective equipment.
- Use the personal protective equipment properly.
- Are aware of the external barriers needed to protect entrants from external hazards and of the proper use of those barriers.

EMERGENCY RESCUE EQUIPMENT:

Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, will be readily available where permit required hazardous conditions exist or may reasonably be expected to develop during work. Any space with a vertical entry/exit shall require the attendant to wear a safety harness and have a means to provide emergency extraction of a victim (tripod and winch system).

EMERGENCY AND RESCUE SERVICES:

In case of an emergency call an outside rescue team (911) to request rescue services.

OUTSIDE RESCUE TEAM:

The Supervisor/Foreman/Attendant will ensure that the designated rescuers are aware of the hazards they may confront when called on to perform rescues.

RESCUE:

The Superintendent/Foreman will ensure that:

- At least one standby person at the site is trained and immediately available to perform rescue and emergency services.
- Attendants do not enter the permit space to attempt the rescue of entrants.
- Properly use any rescue equipment provided for their use and perform any other assigned
- Rescue and emergency duties, without entering the permit space.

AIR SAMPLING EQUIPMENT & PROCEDURES:

- All Superintendents/Foremen are trained and will use the air sampling testing equipment to determine if the atmosphere is safe for working in tunnels, shafts or confined spaces.
- Before using the test equipment, the trained person will check to ensure the device is operating properly. Then we will take air samples to detect if there is sufficient oxygen for breathing, no flammable or toxic gases that could injure a worker.
- The readings will be recorded on the entry permit and remain at the location until entry is completed or shift change, then forwarded to the Project Manager. Information on the log will include the date of the test, time of test, type of testing done, readings of the test and name of the person doing the test.
- If toxic or flammable gases are detected, the Supervisor will be informed at once by the foreman. All work will stop at the site until appropriate actions are taken.
- If the person testing for oxygen or gases feels that the readings showed on the testing devices are inaccurate, or the readings show marginal safe levels, he will contact his Supervisor and will have another person perform the testing with another test meter before entry.
- If respiratory equipment is needed for an operation, contact the Safety Director before proceeding. Adequate prompt emergency communication shall be immediately available to notify and summon required emergency response agencies if needed.
- When not in use, the testing equipment will be cleaned, cleared of sample air by purging with clean air and will be stored in the protective casing.

BE PREPARED FOR AN EMERGENCY SO YOU WILL KNOW WHAT TO DO AND WHO TO CONTACT.

CRANE OPERATION PROGRAM

OFFICIAL CRANE USE:

SSC Construction recognizes and appreciates good operator performance when operating cranes as part of job performance, as with the use or operation of any equipment or machines, there are always rules and requirements associated with their use in order to foster safe operation and good work practices. All employees who operate cranes are required and must hold valid certification for the cranes they are authorized to operate. In addition, those employees who operate cranes are required to have successfully completed the appropriate training, licensing and skill courses that meet or exceed the required federal/state standards. This section is not all inclusive in its approach to the operation of Cranes. Department of Transportation regulations, when applicable, are addressed under the Federal Motor Carrier Safety Regulations.

All management personnel are responsible for monitoring the use of cranes for company-approved use only. They are also responsible for limiting use of cranes only to designated or authorized personnel. A measure of trust and expectation is placed in each of our operators to always operate within manufactures guidelines, state and federal regulations, and company policy. Employees who abuse this trust by misusing company cranes or rented cranes are subject to the company's disciplinary action policies and practices.

There is always the risk of an incident while operating cranes on SSC projects. These incidents include near miss, incidents with injury to the operator or others and/or incidents with property damage. Whenever an incident involving a crane occurs, regardless of the circumstances, operators are to report the incident to their supervisors and provide information as instructed.

No employee should operate any crane unless it is in safe working order because failure to report a crane in unsafe operating condition can result in an incident. All operators are responsible for reporting any deficiencies with crane immediately to their supervisors so that repairs, adjustments, and maintenance can be accomplished by authorized personnel. It is necessary for the proper documentation of the work required to be turned in along with request for repairs.

It is impossible to compile a list of safety precautions covering all situations. However, there are basic principles that must be followed during a daily routine. Safety is our primary concern, since any piece of equipment is only as safe as the person at the controls.

With this thought in mind, this information has been provided to assist us in promoting a safe working atmosphere. It is not meant to cover every conceivable circumstance which could arise. It is intended to present basic safety precautions that should be followed in daily operation.

REMEMBER, FAILURE TO FOLLOW JUST ONE SAFETY PRECAUTION COULD CAUSE AN ACCIDENT THAT RESULTS IN DEATH OR SERIOUS INJURY TO PERSONNEL OR DAMAGE TO PROPERTY.

Operators:

- Only properly trained and **certified personnel** shall operate cranes.
- Operators must be familiar with **safe operating practices** of each crane operated.
- Never enter or exit the crane cab or deck by any other means than the **access system(s)** provided.
- Only walk on approved walking surfaces.
- Wear boots with highly slip-resistance sole material. Clean any debris from any shoes before climbing on the crane or entering crane cab.
- Operator shall wear seatbelt at all times, and when in traveling.
- Only operate crane from operator's seat. (Example: Never reach through the window).
- Ensure that all personnel working around crane are thoroughly familiar with safe operating practices.
- Only one person at a time shall signal the crane operator; this person shall be thoroughly familiar with all the cranes operation and be able to communicate with the operator with the appropriate hand signals.
- Be familiar with location of placards and decals on the crane.
- Be familiar with location and use of the nearest fire extinguishers.
- Not all cranes are the same; you must be trained for the crane you are going to be operating.
- Operators must be familiar with the regulations and standards governing cranes and their operation.
- At the start of each day, inspect the crane. Ensure that routine maintenance and lubrication are being dutifully performed. Ensure that there is no damage or need of repairs and that the machine is operating properly. Inspection should also be of rigging equipment and any other parts that will use. All bad parts must be tagged out of service and taken out of services. (Don't operate a damaged or poorly maintained crane or equipment). This inspection shall be recorded on the Safety Maintenance Checklist before every use. A copy of this inspection shall be sent to the main office daily.
- Be sure that all signs, guards, and other safety features are in place and in proper condition.
- Only the crane's operator shall occupy the crane when traveling or in operation.

General:

- Federal law prohibits modifications or additions without the manufacture's written approval.
- No personnel shall be allowed under a load at any time.

Site:

- Barricade the area where the crane is working and keep all unnecessary personnel out of the area.
- Be aware of all conditions that could adversely affect the stability of the crane.
- Inspect the work-site to insure that the ground is free of all hazards and that the ground will support the crane's maximum capacity.
- Use caution when operating in the vicinity of overhanging banks and edges.
- A pre-lift meeting must be conducted to include all parties involved in that day's crane operation.
- The crane must have a current, annual inspection to include load test certification that meets all state and federal standards.

- Ensure that the crane is on a firm surface with load and crane's configuration within capacity as shown on the cranes load-rating chart and notes. Use adequate cribbing under outrigger floats to distribute weight over a greater area.
- Carefully follow the procedures in manufactures hand book when extending or retracting the outriggers.
- Do no lift loads unless the outriggers are properly and equally extended to the appropriate vertical stripe and the crane leveled and the wheels are clear off the ground.
- All four outrigger beam lock pins must be engaged before operating from the mid-extended position.
- The operator must select the proper load chart and LMI program for the outrigger position selected.
- Load charts represent the absolute maximum allowable loads.
- The crane should have a functional Load Moment Indicator and control lock-out system. Never interfere with the proper function of operational aids or warning devices.
- Ensure that the load is properly rigged and attached to the hook.
- Always determine the weight of the load before attempting to lift it.
- Do not rely on the crane's tipping to determine your lifting capacity.
- If you encounter a tipping condition, immediately lower the load with the hoist line and retract or elevate the boom to decrease the load radius.
- Lift the load slightly first to ensure stability before proceeding with the lift.
- Use tag line with every load, if possible, to help control the load.
- Do not overload the crane by exceeding the capacities shown on the appropriate load chart.
- Always keep the load as near to the crane and as close to the ground as possible.
- Be sure the hoist line is vertical before lifting. Do not subject the crane to side loading. The load line should be in-line with the center of the boom at all points on the swing circle.
- Do not strike any obstruction with the boom. If an obstruction is hit, stop the crane and inspect the boom for damage.
- Never push or pull with the boom.
- Avoid sudden starts and stops.
- Use only one hoist at a time when lifting loads.
- Never operate the crane with less than two wraps of wire rope on the hoist drum.
- Always use enough parts-of-line to accommodate the load to be lifted.
- Never store flammable materials on the crane.
- Turn the crane off, and no smoking when fueling.
- Multiple crane lifts are not recommended. Any lift that required more than one crane must be precisely planned and coordinated by a qualified engineer. A written Critical lift plan required.

Wind and Weather:

- Critical Lift Plan may be required for adverse weather.
- Wind can affect the stability of cranes and crane structures. If wind velocity approaches 20 miles per hour, rated loads and boom lengths shall be appropriately reduced.
- At 20 miles or more it will be up to the supervisor if the crane should still be used. If it is to be used, a Critical Lift Plan shall be used and adhered to with constant weather monitoring.
- Clean the crane of all ice and snow.

- Don't touch metal surfaces that could freeze you to them.
- Allow ample time for hydraulic oil to warm up.
- Be sure that the load is not frozen or otherwise attached.
- Never operate the crane when darkness, fog or other visibility restrictions make operations unsafe.

Personnel Handling:

- No personnel may be lifted unless there is no less hazardous means to perform the work and written approval is obtained from crane manufacture before any personnel can be lifted. Critical Lift Plan required.

Travel Operation:

- Strictly adhere to the guidelines and restrictions in the load chart for pick and carry operations.
- Before traveling across bridges, ensure they will carry a load greater than the cranes weight.
- Watch clearance when traveling.
- When moving in tight quarters, post a look-out to help guard against collision or bumping structures.
- Never back up without the aid of a signalperson to verify the area behind the crane is clear of obstructions and/or personnel.
- When traveling the boom should be completely retracted and lowered to the travel position.
- Secure the hook block and other items before moving the crane.
- Before traveling, check suitability of proposed route with regard to the crane height, width, and length.
- Secure the turntable before moving crane.

Wire Rope:

- Use only the wire rope recommended by the manufacture as indicated on the crane's load capacity chart.
- Always make daily inspections of the wire rope.
- Wire rope inspections must be recorded in cranes maintenance log book.
- Never handle wire rope with bare hands.

Boom Extension/Jib:

- Install and secure all pins properly.
- Watch for falling or flying pins when they are being removed.
- Control movement of boom extensions/jib at all times.
- Do not remove right side boom nose pins unless boom extension properly pinned and secured on the front and/or rear stowage brackets.
- Do not remove all the pins from both front and rear stowage brackets unless the boom extension is pinned to the right side of the boom nose.
- See the appropriate section of the operation handbook for the proper boom extension/jib erection and stowage procedures.
- Properly inspect, maintain, and adjust boom extension/jib and mounting.

- Stay outside of jib sections and lattice work.
- Sling jib sections from the main cords or the end fittings.

Shutting Down Crane:

- **NEVER LEAVE THE CRANE WITH A LOAD SUSPENDED.** Lower the load to the ground before shutting down the crane.

Use the following steps when shutting down the crane

- Engage the parking brake.
- Fully retract and lower the boom.
- Engage the swing lock.
- Place controls in neutral position.
- Shut down the engine and remove the ignition key.
- Lock the operators cab.

In cold weather, never park the crane where the tires can become frozen to the ground.

Cranes around Electricity:

- To prevent death or serious injury, keep all parts of crane at least twenty feet from all electrical power lines.
- A suitable barricade should be erected to physically restrain the crane and all attachments (including the load) from entering into an unsafe distance from electrical power lines or equipment.
- Plan ahead and always plan a safe route before traveling under power lines.
- Do not store materials under power lines or close to electrical sources.
- Do not operate the crane during an electrical storm.
- Working in the vicinity of radio frequency transmission towers and other transmission sources may cause a crane to become “electrically charged”.
- If the crane should come in contact with an energized power source, you must:
 1. Stay in the crane cab. Don’t Panic.
 2. Immediately warn personnel in the vicinity to stay away.
 3. Attempt to move the crane away from the contacted power source using the cranes controls which are likely to remain functional.
 4. Stay in the crane until the power company has been contacted and the power source has been de-energized. No one must attempt to come close to the crane until the power has been turned off.
- Only as a last resort should an operator attempt to leave the crane upon contacting a power source. If it is absolutely necessary to leave the operator station, **JUMP COMPLETELY CLEAR OFF THE CRANE. DO NOT STEP OFF. HOP AWAY WITH BOTH FEET TOGETHER. DO NOT WALK OR RUN.**

ELECTRICAL SAFETY PROGRAM

We all have some respect for 220 volts and higher voltage, but most of us are inclined to treat 110-volt lines rather casually, even with contempt. This attitude is easy to understand, because we handle 110 volt lines all the time; in extension cords, drop lights and power tools.

Most of the time we're safe enough, occasionally we get a little jolt, but let's face the facts a 110-volt line can be a killer. It has been estimated that about 65 percent of the 1,000 or so deaths from electricity a year are caused by common 110-volt electricity.

Under some conditions the amount of juice that passes through you when you receive 110-volt shock can't do much damage. The first time you use a piece of defective equipment you may just get a little tingle. The next time you use it you may only be knocked down.

Any time while you are using it, your hands may become sweaty, your socks and shoes may become moist, or you may move onto damp flooring. Moisture will permit more juice to pass through you, and it may be enough to kill you.

There is absolutely no way of telling in advance whether the conditions of your body are right to pass the necessary amount of electric current to kill you. All you can do is take every possible step to avoid those conditions that make shocks possible.

Protection of Employees:

- Prior to starting work, energized circuits shall be located. Proper warning signs shall be posted where such circuits exist. The employees working in those immediate areas shall be advised of the locations, the hazards involved and the protective measures that need to be taken.
- No employee shall work adjacent to any part of an electric power circuit that they may come in contact with during the course of their work unless the employee is protected against electric shock by de-energizing the circuit and grounding it or by guarding it by effective insulation or by other means. In work areas where the exact location of underground electric power is unknowing, workers using jack-hammers, bars or other hand tools which may contact a line shall be provided with insulated protective gloves.
- Only qualified electricians are permitted to install, repair or remove electrical wiring or equipment.
- Before you work with electrical equipment, make sure your hands and feet are dry. If you have to work on a damp or wet floor, wear rubbers or stand on dry boards or a dry piece of dunnage.
- Before you plug in an extension cord, a drop light, or a piece of electrical equipment, look it over closely. Examine the plug to see that the wires aren't frayed where they are connected.
- Run your hand along the cord and look for sharp kinks and ragged insulation. Finally, examine the cord at the point where it enters the socket or tool to see that it isn't frayed where they are connected.
- As soon as the cord is plugged in, see that it will be protected while it is being used. If a cord has to run across an aisle way, string it overhead if you can. If it must run along the floor, protect it so it can't be run over or jerked loose, become a tripping hazard, or being cut.

- If anything goes wrong with a piece of electrical equipment while you are using it you will get a shock, if it becomes damaged, or if the cord comes loose turn off the power and report the trouble at once. Describe what happened as thoroughly as you can so the equipment can be repaired and put back into service as soon as possible.

Passageways:

- Suitable barriers shall be provided to ensure that work space for electrical equipment will not be used as a passageway when energized parts of electrical equipment are exposed.

Work Space around Equipment:

- Sufficient space shall be provided and maintained in the area of electrical equipment to permit ready and safe operation and maintenance of such equipment.
- When parts are exposed, the minimum clearance for the work space shall not be less than 6¼' high nor less than a radius of 3 feet wide and there shall be a clearance sufficient to permit at least 90 degree opening of all doors or hinged panels. All working clearances shall be maintained in accordance with Article 110-16, National Electrical Code, NFPA 70-1980.

Temporary Wiring & Lighting:

- All temporary wiring shall be effectively grounded in accordance with the National Electrical Code, NFAP No. 80-1980, Articles 300-23 and 310.
- Temporary lights shall be equipped with guards and/or lenses to prevent accidental contact with the bulb.
- Temporary lights shall be equipped with heavy duty electric cords with connection and insulation maintained in a safe condition. Temporary lights shall not be suspended by their electric cords, unless cords and lights are designed for this means of suspension. Splices shall have insulation equal to that of the cable.
- Cords shall be kept clear of working spaces and walkways or other locations in which they are readily exposed to damage.
- Portable electric lighting used in moist and/or other hazardous locations, as for example, drums, tanks and vessels shall be operated at a maximum of 12 volts.
- Temporary light cords must not be used as a power source for operations other than temporary lighting.

Flexible Cable & Extension Cords:

- Receptacles for attachment plugs shall be approved, concealed contact type with a contact for extending ground continuity and shall be so designed and constructed that the plug may be pulled out without leaving any live parts exposed to accidental contact.
- Where different voltages, frequencies or types of current (alternating current or direct current) are to be supplied by portable cords, receptacles shall be of such design that attachment plugs used on such circuits are not interchangeable.
- Attachment plugs or other connectors supplying equipment at more than 300 volts shall be of the skirted type or otherwise so designed that arcs will be confined.

- Attachment plugs for use in work areas shall be so constructed that they will endure rough use and be equipped with suitable cord grip to prevent strain on the terminal screws.
- Flexible cord shall be used on in continuous lengths without splice.
- Worn or frayed electric cables shall not be used.
- Extension cords used with portable electric tools and appliances shall be three-wire type.
- Extension cords shall be protected against accidental damages as may be caused by traffic, sharp corners or projections and pinching in doors or elsewhere.

Grounding Portable and/or Cords and Plug Connected Equipment:

- The non-current-carrying metal parts of portable and/or plug-connected equipment shall be grounded.

Ground Fault Circuit Interruption:

- All SSC electrical equipment shall have a GFCI in line to protect the employee from electrical hazards.

Regulatory Requirements:

All safety regulations require GFCI to be used or testing of electrical cords and equipment on a monthly basis. The following are guidelines used to comply with testing requirements.

Assured Grounding Log:

- Maintain a log of all electrical equipment and accompanying test dates. Record each type of equipment and the serial number of all power tools onsite. As it is not practical to log each individual cord, count the total number of cords that have been tested and enter that number on the log.
- This procedure also creates an inventory of tools to track how many are missing or is out of service.

Cord Ends:

- Check the cord ends for proper function. The outer insulation layer must extend fully into the cord end. If the ground prong is missing or the cord end is otherwise damaged, repair or replace it immediately.

Ground Testing:

Use one of the two methods in testing for proper ground.

- On proper cords, use a 3-light test service check for proper functions.
- On grounded power equipment, use an ohmmeter to check the continuity between the ground plug and the equipment casing.

Double-insulated equipment does not have a ground connection so it can only receive a visual inspection for cord damage.

Cord Insulation:

- If cord insulation is damaged, repair or replace the cord. The cord end and the portion of the cord where it enters the power equipment are the two most likely places for damage. If a cord is damaged in the center, it is illegal to splice it. Make it into two shorter cords or throw it away. Cord insulation must be equal to or greater than the manufactures specifications.

Color Coding:

- After equipment has been tested. It must be color coded. Use this standard system that is OSHA recognized:
 - o January – March Green
 - o April-June Red
 - o July-September Orange
 - o October-December White
- For power tools and cords, each end of the cord should be marked. Temporary power boxes and receptacles must also be tested and color coded.

Assured Equipment Grounding Program (AEGP):

In order to comply with OSHA regulations and to ensure that information is available about the dangers related to temporary cord sets and receptacles, and to electrical equipment and tools used in connection with construction, the following assured equipment grounding program AEGP has been established. All affected employees of the company will participate in the AEGP. This written program will be kept at the jobsite and will be available to our employees and to other parties in accordance with applicable laws and regulations.

EMPLOYEES ARE NOT TO USE ANY CORD OR TOOL THAT DOES NOT COMPLY WITH THE AEGP PROGRAM.

EMERGENCY ACTION PLAN

Inherent in every construction project are hazards that may create an emergency situation. A carefully considered plan of response can reduce injuries and minimize damage.

The Emergency Action Plan outlines the specific responsibilities of SSC employees, including supervisors and management, in dealing with an emergency or crisis situation. This plan also outlines the recommended steps to be taken to manage SSC response to any type of emergency, including:

- **What to do first?**
- **Who to call?**
- **What to do?**
- **What to say?**

While procedures for dealing with an emergency are generally common to all locations, variables exist with local emergency response agencies, facilities and authorities. It is therefore required that every project have the appropriate emergency contact numbers readily accessible and that every major project have a site layout drawing indicating site access points for emergency equipment and vehicles, employee meeting points and location of emergency equipment such as first aid and fire extinguishers.

While minimizing injuries and damage is the primary objective during an emergency, it must also be recognized that good corporate communication requires cooperation with the media and sensitivity to family members of incident or crisis victims.

It is expected this Emergency Action Plan will be familiar to every SSC employee and that it will be incorporated into the Site Specific Safety Plan. This plan shall be the topic of tailgate meetings, employee orientation, and job start meetings.

RESPONSIBILITIES:

A carefully considered Emergency Action Plan with specifically defined roles for all personnel will improve the speed with which an emergency can be handled. Safety Director and Project superintendent shall implement Emergency Action Plan and make changes when deemed necessary.

All Workers:

Workers are expected to participate in and follow emergency response procedures.

NOTE – REFER TO YOUR SITE SPECIFIC PROCEDURES.

Workers must respond immediately to instructions from first aid attendants, supervisors and emergency response agency personnel.

If workers are witnesses to an incident, they should (in order):

- Immediately call for first aid.

- Obtain access to radio or telephone and call the appropriate emergency response agency (fire, police, and ambulance).
- Have someone go to the site access point and await the arrival of emergency response personnel and direct them to the appropriate area on-site.
- Validate that the General Superintendent is immediately advised of the situation.

If approached by the media, employees shall:

- Be courteous, and explain that the company policy is to provide information in a timely and accurate manner.
- Direct inquiries to the Project Manager

Incident Commander:

In the event of injuries, the Project Manager/Safety Director will assume authority until appropriate emergency response agencies such as fire, police or ambulance have taken control and until the site has been secured. Specific responsibilities for the Project Manager/Safety Director include:

- Checking that proper first aid procedures are carried out until the arrival of emergency response personnel.
- Verifying that emergency response agencies have been called.
- Confirming that site access is controlled

The emergency evacuation team should be given the opportunity to exercise their plan in test situations.

Foreman:

The foreman and subcontractor/trade contractor supervisors should be knowledgeable of the **site-specific emergency response plan** and be prepared to assist the Project Superintendent (team leader) in the event of an emergency. The supervisors should affirm that all new or transferred employees to that project are aware of the procedures to follow during emergencies.

During an emergency, the foreman assists the Project Superintendent in the control of worker safety and site security and provides assurance to the Project Superintendent that all personnel are accounted for.

Project Superintendent:

During the implementation of the Project Site Specific Safety Plan/Injury & Illness Prevention Plan, the Project Superintendent will inform all supervisors of their responsibilities regarding the emergency response plan details as they apply to the project.

Project Superintendent will develop drawing indicating gates, designated meeting points, control points and an emergency security program.

During an emergency, the Project Superintendent assumes leadership of the emergency response team and verifies that:

- The Emergency Response Plan is implemented.
- The District Manager is kept informed of the situation.
- The safety of all personnel is maintained by means of work stoppage, evacuation, and worker counts,

- maintenance of site security, etc.
- Appropriate steps are taken to limit loss or damage to property or equipment and that corrective action, if applicable, are taken as soon as possible.
- Work is resumed when the emergency subsides.

Site Plan:

The Site Plan indicates access gates, streets, meeting points, and telephones, and will be posted at the jobsite.

The Site Plan should be reviewed with all emergency response agencies such as ambulance, police, and fire departments. There may be a good reason to include certain utility companies as part of the response team's procedure.

Project management, supervisors, and every employee on the project should be aware of the plan and the location of equipment resources on the project, such as telephones, fire fighting equipment, first aid equipment, and meeting points.

TYPES OF EMERGENCIES AND PROCEDURES:**Emergency Assistance Procedure:**

Superintendents, supervisors or their designates must be able to respond to, and participate in, any emergency that may occur. All subcontractors should participate by identifying their qualified first aid personnel. The first aid team's main responsibility during an emergency is to respond to the call for emergency help.

During an emergency, all radio traffic will be dedicated to the emergency.

All personnel working on the project are directed to the following four-step procedure should they need emergency help.

State the following by radio or telephone:

- The construction project location and area.
- The emergency meeting point (street address or intersection as designated on the emergency plan). A responsible employee should be sent to this meeting point to direct traffic.
- The nature of the emergency (injury, fire). Be Specific.
- Direct the emergency vehicle crew to the scene.

Emergency Evacuation:

Personnel may be informed of an evacuation by means of:

- Word of mouth.
- Radio contact.
- Repeated crane horn, whistle, or prearranged signal.

All personnel working on the project will be required to observe the following procedure in the event of an

evacuation of the project:

Upon Notification:

- All work to be stopped.
- All loads to be lowered, if possible.
- Equipment and energy sources to be shut down.
- All employees to proceed to the nearest designated emergency meeting point.
- Employees to report to a supervisor for a name check-off (foremen will assist in name check-off).
- Site security measures to be established in the area as necessary to keep non-essential people well back (for obvious safety reasons).
- Work to be resumed only under the direction of the Project Superintendent. (Where work permits have been issued, they must be validated).

Earthquake:

Should the situation arise when there is structural collapse or the threat of imminent collapse, the following general procedures shall be followed:

- Normal emergency assistance procedures.
- The area of the earthquake should be secured.
- The nearest supervisors should be notified.
- People should be kept out of the area except for those rendering emergency aid.
- All the area utilities should be turned off as quickly as possible providing it is safe to do so.

Fire:

Project Safety Policies that have been implemented imply that "if you attempt to put out a fire in its first 30 seconds, you stand a good chance of being successful". During the first 30 seconds, Emergency assistance procedures should be followed by anyone discovering or involved in a Fire.

Area supervisors shall respond to the following as applicable:

- The fire is to be evaluated in regards to controlling it.
- Necessary evacuation steps are to be taken.
- The evacuation procedure is to be carried out.

When directed to evacuate a building under threat of fire, employees should observe the following points:

- Elevators are not to be used unless directed.
- Lights to be left on, doors, and windows closed but not locked.
- Employees to stay as low as possible and to try to keep out of the smoke (possibly toxic).
- Should clothes catch fire, the best thing to do is to drop and roll.

Structure or Equipment:

Should the situation arise where a structure has collapsed or equipment has been involved in an accident, the

following general procedures should be followed?

- The normal emergency assistance procedures should be followed.
- The area where the incident has occurred should be secured.
- The nearest supervisors are to be notified.
- People are to be kept out of the area except for those rendering medical assistance.
- Area utilities are to be turned off as quickly as possible, providing it is safe to do so.
- Attempts to clean up or repair should not be made until clearance has been given by the General Superintendent.

Hazardous Substance Release or Spill:

Immediately upon a release or a spill, steps should be taken to implement the spill plan for that project. The plan should comprise the following basic steps:

- The area is to be secured.
- The Material Safety Data Sheets (MSDS) are to be referred to for detailed procedures.
- Detailed instructions are to be followed.
- In most cases, clean-up procedures should start as soon as possible to prevent further spread of the substance into flowing water, ground water, or sewer systems.

FALL PROTECTION PROGRAM

The purpose of this policy is to develop, implement, enforce and maintain a system that creates 100% fall protection for SSC employees that work in an environment six (6) feet or higher off the ground or when hazards below six feet dictate enforcement at lesser height. This policy applies whenever there is the possibility of employees being exposed to a hazard of falling from a location of, but not limited to:

- Elevator openings.
- Stairway openings.
- Vent or mechanical openings.
- Open-sided floors or platforms.
- scaffolds
- Skylight opening.
- Man lifts and man baskets.
- Leading edge work.
- Work over / Adjacent to excavations >6ft.

RESPONSIBILITIES:

Project staff shall:

- Provide the most feasible form of fall protection when a fall hazard **6 feet or greater** exists;
- Purchase fall protection equipment or ensure the construction of fall protection systems meet the requirements of this policy and use **905 - Fall Protection Inspection Form** to inspect components.
- Ensure personal fall arrest systems are used properly
- Train employees in topics excavation safety fall protection

Employees shall:

- Use fall protection systems according to the direction of their immediate supervisor.
- Inspect their personal fall arrest systems for damage or wear before every use
- Remove any damaged, defective or worn personal fall arrest equipment from service

Procedures

Guardrails systems:

- Standard rail will consist of:
 - Top rail height must be at 42 inches plus or minus 3 inches. When wire rope is selected it shall be at least ¼ inch and shall flagged at 6ft intervals with high visibility material such as caution ribbon;
 - Mid-rails-must be installed half way between top edge of guardrail and the walking/working surface;
 - Toe-board must be minimum 1x4 lumber or equivalent.
- When wood railings are used, the posts shall be at least 2-inch by 4inch lumber spaced not more than 8

feet apart on centers; the top rail shall be at least 2inch by 4inch lumber; the mid rail shall be at least 1inch by 6inch lumber.

- When pipe railings are used,, posts, top rails, and mid rails shall be at least 1-1/2 inches nominal diameter (schedule 40 pipe) with posts spaced not more than 8 feet apart on centers.
- When structural steel railings are utilized, posts, top rails and mid rails shall be at least 2inch by 2inch by 3/8 inch angle, with posts spaced not more than 8 feet apart on centers.
- Guardrail systems shall be capable of withstanding, without failure, a force of at least 200 pounds applied within 2 inches of the top edge, in any outward or downward direction, at any point along the top edge;
- A maximum allowable deflection in the system will not exceed 3 inches.
- Guardrail systems shall be so surfaced as to prevent injury to an employee from punctures or lacerations, and to prevent snagging of clothing
- Duplex nails are not allowed in the construction of handrails;
- Provide and install guardrail systems at all access ways and hoisting areas.

Warning line systems:

- Warning line systems can be an effective restraint method for working on elevated slabs or roof;
- Warning lines should be set up around the work area and be a minimum of (6)feet back from any unprotected or leading edge;
- Lines should be 36' inch high and flagged every six feet to ensure visibility. They should withstand a minimal side load to avoid tipping over;
- Access shall be a path formed by two warning lines leading to the work area.

Safety Monitoring System:

- In areas of 50 feet or less in width, OSHA allows an employee to serve as a monitor **where fall protection is not feasible;**

A safety monitoring system will not be used without Safety Director Approval.

Covers:

- Covers will be placed and labeled 'Open Hole" on any holes in walking/working or road surfaces that present fall hazards;
- Covers will be capable of supporting, without failure, at least twice the maximum weight of employees, materials and equipment use;

DEFINITIONS:

Lanyard: A flexible line of webbing, rope or cable used to secure a harness to a lifeline or an anchorage point usually 2, 4 or 6 feet in length.

Anchorage: A secure point of attachment for lifelines, lanyards or deceleration devices which is capable of withstanding or supporting four times the intended load.

Full Body Harness: A configuration of connected straps to distribute a fall arresting force over at least the

thighs, shoulders and pelvis with provisions for attaching a lanyard, lifeline or deceleration device.

Horizontal Lifeline (static line): A rail, rope, wire or synthetic cable that is installed in a horizontal plane between two anchorage's and used for attachment of a worker's lanyard or lifeline device while moving horizontally; used to control dangerous pendulum-like swing falls (minimum tensile strength of 5,000 lbs.).

FALL PROTECTION TRAINING:

All new hire and rehire employees shall receive fall protection training during orientation. Review and understand site specific requirements. Additional training shall be conducted when employees are assigned new tasks. Training will include:

- Complete review of the Company's fall protection policy
- Correct procedures for assembly, maintenance, inspection and disassembly of a full body Harness.
- Correct method used to properly wear a full body harness as outlined by the manufacturer
- Proper tie-off methods required to limit any possible fall.
- Proper storage of fall protection equipment.
- OSHA requirements regarding fall protection.
- retraining when conditions change
- Retraining when there is reason to believe that a trained employee does not have the understanding or skill to meet these requirements.

The Supervisor may be required to give on-site fall protection refresher courses to ensure the complete and safe use of fall protection equipment and procedures. All training shall be documented and placed on file in the Safety Office and employee files.

FALL PROTECTION WORK PLAN:

Prior to assigning employees to the work areas where fall hazards may exist, the Supervisor shall analyze the work assignment and implement appropriate protection.

General:

- A fall protection plan will be instituted for leading edge work/that make conventional fall protection systems infeasible or create a greater hazard;
- The plan will be site specific and developed and maintained, up-to-date, by a qualified SSC staff person.
- Any changes to the plan will be approved by a qualified SSC staff.
- A copy of the plan will be maintained on the jobsite;
- A competent person/supervisor will implement the plan;
- In the event of an employee falls or a near miss occurs during the use of a safety monitoring system , conduct an investigation into the cause of the accident; and
- Make modifications to the plan to prevent similar occurrences.

OVERHEAD PROTECTION:

When work is required overhead, the areas below must be made safe by barricading the area, posting warning signs, installing toe boards around floor openings and installing proper flagging.

Personal fall arrest systems: The fall arrest system shall consist of:

General:

- Full body harness.
- Lanyards with double locking snap hook and a minimum tensile strength of 5,000 lbs.
- Horizontal or vertical lifelines as required.
- All personal fall arrest equipment shall be inspected prior to use.
- Any damaged, defective or worn equipment must be removed from service.
- Personal fall arrest systems and components subject to impact loading shall be immediately removed from service;
- The project must provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.

Self-retracting Lifeline (yo-yo's):

- Self-retracting lifelines when used will be inspected prior to use by the supervisor responsible for the fall protection system;
- The manufacturer must inspect self-retracting lifelines annually and they must provide certification of testing. Inspect self-retracting lifelines prior to use for damage and for proof of annual inspection.

Horizontal/Vertical Lifelines:

- Lifelines shall be designed, installed, and used, under the supervision of a qualified person and maintain a safety factor of at least two;
- Lifeline systems will be engineered by a qualified engineer prior to use and should consider at a minimum:
 - o the number of personnel tied to the lifeline:
 - Wire rope-shall be a minimum 7x19 3/8 galvanized cable. This should provide adequate protection for 2 people using deceleration devices.
 - distance between anchorage points (slack)
 - obstructions, permanent material, etc. which may because injury should a person fall:
 - emergency rescue in case of a fall
 - ONLY use synthetic rope for vertical applications prior to selection: exposures to UV rays, extreme weather, abrasion activities, and type of work to be performed (i.e. hot work) can all degrade the rope to an unsafe condition.

CONNECTIONS:

Connections shall not be made unless the following conditions are met:

- Snap hooks shall not be connected to each other.
- Snap hooks shall not be connected to loops made in webbing type lanyards.
- Not more than one snap hook shall be connected to any one D-ring, except when two lanyards are being used for 100% tie-off procedures.

INSPECTION:

Full body harness:

Full body harness systems and all applicable components shall be inspected prior to each use for mildew, wear, damage and other deterioration, and defective components shall be removed from service.

Warning Line System:

The warning line system can be used to provide fall protection on roofs with slopes of 4-in-12 (33 percent) or less.

- Warning line must be erected at least 6 feet from the roof edge.
- Warning lines should consist of strong rope, wire, chain or tape that meets the requirement of 200lbs force in any direction. Material must be flagged at 6-foot intervals with high visibility material and should be at least 34 inches but not more than 39 from the surface.
- The stanchions must be capable of withstanding 16 pounds of tipping force before falling over.
- Employees are not allowed to enter the area between the warning line and the roof edge unless performing work in that area.
- Access areas that are not in use should be blocked off with a rope, chain, wire or other barricade.
- Employees working outside of the warning line must be protected with a personal fall arrest system or a safety monitoring system.
- Do not store material or use mechanical equipment outside the warning line.
- Always use an approved full body harnesses;
- Use only shock absorbing lanyards with a locking type snap hook. The anchorage point must withstand a load not to exceed 5,000 pounds;
- The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.

FIRE PROTECTION AND PREVENTION

PURPOSE:

The purpose of this policy is to establish procedures for work site fire protection and prevention measures. SSC Construction Inc. will also take all necessary measures to protect our employees from fire hazards and the hazards associated with flammable liquid storage, oxygen and acetylene gas.

Because the above listed equipment holds the possibility for extensive property damage and extreme employee injury, the rules regarding their use are **Mandatory**. Prevention and protection go hand-in-hand. There are some basic items you should know about fire prevention which include:

RESPONSIBILITIES:

Project Staff shall:

- Purchase only ABC Fire Extinguishers and know where fire extinguishers are located.
- Ensure that all equipment with an internal combustion engine is equipped with a fire extinguisher make sure capabilities are adequate.
- The proper operation.
- And the emergency evacuation routes and assembly areas.

Employees shall:

- Correctly store flammable liquids and combustibles away from egress routes, heaters, lights etc...
- Use only approved containers or cans only with spark arrestors.
- Keep space, distance and spill consideration and housekeeping adequate.

FIRE EXTINGUISHERS

General

- All fire extinguishers will be a ABC Cartridge-type, except for the 2½ lb. extinguishers kept in company vehicles; and
- Inspect extinguishers monthly for, damage, leakage, discharge and block accessibility, use a metal tag or equivalent tag to signify proof of inspection.

Location:

A 20lb. ABC Cartridge-type, extinguisher will be installed on:

- Connect boxes
- Welders
- Motor graders heavy equipment.
- Scrapers
- Cranes
- Backhoes

- Front-end loaders -980 and above.
- Mechanics trucks
- Service trucks
- Extinguishers shall be kept readily available during any hot work operation.

WARNING! YOU MUST KNOW THE EMERGENCY RESPONSE PROCEDURES YOU ARE TO FOLLOW IN THE EVENT OF A FIRE OR OTHER EMERGENCY ON THE PROJECT.

EMERGENCY RESPONSE PLAN:

You are expected to participate and follow the emergency response procedures for your project location. These procedures will be explained to you during your on-site safety orientation.

LEGISLATION:

A copy of local regulations for occupational health & safety is available for your reference at all project locations.

SECURITY:

The project security plan is developed to prevent theft, arson, and vandalism and to protect workers and the public. Like safety, security is everyone's responsibility.

PROJECT SITE SPECIFIC SAFETY PLAN:

This site specific plan has been developed to address site specific details, hazards and responsibilities and is posted. You should familiarize yourself with this document.

MEDICAL SCREENING:

You may be required to complete medical screening to identify medical conditions, which determine your suitability for employment. This procedure is in keeping with job requirements and your ability to perform your job-related tasks in a reasonable manner.

Where local legislation or SSC requires the use of a substance abuse program, you will be required to participate.

HAND TOOLS POLICY

The purpose of this policy is to present to employees a summary of the basic safety procedures and safeguards associated with hand tools. This policy should not substitute for the full safety standards for the construction industries OSHA-CFR Title 29; part 1926. In the process of removing or avoiding the hazards, workers must learn to recognize the hazards associated with the different types of tools and the safety precautions necessary to prevent those hazards. The greatest hazards posed by hand tools result from misuse and improper maintenance.

DENINITIONS:

Hand tools are non-powered. They include anything from axes to wrenches.

Safety Rules for Hand Tools:

- Employees should be trained in the use of all tools.
- Proper tool must be used for each job.
- All tools must be inspected before each use to insure that they are in good working condition.
- Damaged or defective tools must be tagged out of service and returned to the yard for repair.
- Sharp tools or pointed tools should not be carried in pockets unless adequately protected.
- Impact tools such as cold chisels, wedges, or drift pins, must be kept free of mushroomed heads.
- Screwdrivers should not be used as a chisel.
- Pipe cheaters or extensions must not be used unless specifically designed for such use.
- No tool should be used with-out its guard in place.
- A hand line should be used to hoist and lower tools, never a cord or hose.
- Keep tools clean and dry.
- Keep tools stored properly.
- Keep sharp tools sharp.
- Using tools around flammable substances can create a fire hazard.

SITE HAZARD COMMUNICATION PROGRAM [HTTP://WWW.DIR.CA.GOV/TITLE8/5194.HTML](http://www.dir.ca.gov/title8/5194.html)

RESPONSIBILITIES:

Our company has assigned the following individual(s) to be responsible for implementation and surveillance of the Site Hazard Communication Program:

- The assigned jobsite foreman, Superintendent, and/or Project Manager

Surveillance of the Program Includes:

1. Review of incoming SDS for completeness and new and significant health/safety information. If such information is present, making sure that it is communicated to the affected employees.
2. Checking that the chemical inventory is kept up-to-date and that an SDS has been obtained for each and every product on the inventory.
3. Accomplishing new employee training, or verifying that it has been accomplished.
4. Confirming that all training is properly documented, and that record keeping is accomplished in compliance with Cal/OSHA requirements.

EFFECTIVE DATE:

Effective:

- When this Program is implemented. It will be updated when new regulatory requirements are adopted by Cal/OSHA and in response to changing company needs. The chemical inventory list and material safety data sheet collection will be updated upon receipt of new products containing hazardous substances.
- Date of Implementation: August 7, 2015

Program Locations:

- The Hazard Communication Program is available to employees, during work hours, in the foreman's truck in the Safety Box.
- A chemical inventory of hazardous substances has been completed and is maintained in the foreman's truck in the Safety Box.
- SDS for hazardous substance present in our workplace(s) are available to employees, during work hours, in the foreman's truck in the Safety Box.

New changes to the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard are bringing the United States into alignment with the Globally Harmonized System of Classification and Labeling of Chemicals (GHS), further improving safety and health protections for America's workers. Building on the success of OSHA's current Hazard Communication Standard, the GHS is expected to prevent injuries and illnesses, save lives and improve trade conditions for chemical manufacturers. The Hazard Communication Standard in 1983 gave the workers the 'right to know,' but the new Globally Harmonized System gives workers the 'right to understand.'

The new hazard communication standard still requires chemical manufacturers and importers to evaluate the chemicals they produce or import and provide hazard information to employers and workers by putting labels on containers and preparing safety data sheets. However, the old standard allowed chemical manufacturers and importers to convey hazard information on labels and material safety data sheets in whatever format they chose. The modified standard provides a single set of harmonized criteria for classifying chemicals according to their health and physical hazards and specifies hazard communication elements for labeling and safety data sheets.

BENEFITS:

The new standard covers over 43 million workers who produce or handle hazardous chemicals in more than five million workplaces across the country. The modification is expected to prevent over 500 workplace injuries and illnesses and 43 fatalities annually. Once fully implemented it will also:

- Enhance worker comprehension of hazards, especially for low and limited-literacy workers, reduce confusion in the workplace, facilitate safety training, and result in safer handling and use of chemicals;
- Provide workers quicker and more efficient access to information on the safety data sheets;
- Result in cost savings to American businesses of more than \$475 million in productivity improvements, fewer safety data sheet and label updates and simpler new hazard communication training; and
- Reduce trade barriers by harmonizing with systems around the world.

Rulemaking background: OSHA published a Notice of Proposed Rulemaking to update the Hazard Communication Standard in September 2009 and held public hearings in March 2010.

MAJOR CHANGES TO THE HAZARD COMMUNICATION STANDARD:

Hazard classification:

Chemical manufacturers and importers are required to determine the hazards of the chemicals they produce or import. Hazard classification under the new, updated standard provides specific criteria to address health and physical hazards as well as classification of chemical mixtures.

Labels:

Chemical manufacturers and importers must provide a label that includes a signal word, pictogram, hazard statement, and precautionary statement for each hazard class and category.

Safety Data Sheets:

The new format requires 16 specific sections, ensuring consistency in presentation of important protection information.

Information and training:

To facilitate understanding of the new system, the new standard requires that workers be trained by December 1, 2013 on the new label elements and safety data sheet format, in addition to the current training requirements.

WHAT YOU NEED TO DO AND WHEN:

Chemical users:

Continue to update safety data sheets when new ones become available, provide training on the new label elements and update hazard communication programs if new hazards are identified.

Chemical Producers:

Review hazard information for all chemicals produced or imported, classify chemicals according to the new classification criteria, and update labels and safety data sheets.

Effective Completion Date	Requirement(s)	Who
December 1, 2013	Train employees on the new label elements and SDS format.	Employers
June 1, 2015*	Comply with all modified provisions of this final rule, except:	Chemical manufacturers, importers, distributors and employers
December 1, 2015	Distributors may ship products labeled by manufacturers under the old system until December 1, 2015.	
June 1, 2016	Update alternative workplace labeling and hazard communication program as necessary, and provide additional employee training for newly identified physical or health hazards.	Employers
Transition Period	Comply with either 29 CFR 1910.1200 (this final standard), or the current standard, or both.	All chemical manufacturers, importers, distributors and employers

* This date coincides with the European Union implementation date for classification of mixtures.

Other U.S. Agencies:

The Department of Transportation (DOT), Environmental Protection Agency, and the Consumer Product Safety Commission actively participated in developing the GHS. DOT has already modified its requirements for classification and labeling to make them consistent with United Nations transport requirements and the new globally harmonized system.

Global implementation:

The new system is being implemented throughout the world by countries including Canada, the European Union, China, Australia, and Japan.

Additional information:

More information on the hazard communication standard, including the link to the Federal Register notice, can be found on OSHA's hazard communication safety and health topics page at www.osha.gov/dsg/hazcom/index.html.

PURPOSE OF HAZARD COMMUNICATION PROGRAM:

The purpose of this program is to establish uniform policies and procedures to evaluate all hazardous materials used by our company and to transmit this information to all employees who will use or be exposed to such materials. It is also intended to ensure compliance with Cal/OSHA General Industry Safety Order 5194, known as the "Employee Right-To-Know Law," Federal OSHA Standard 1926.59.

Under CFR 5 (a) (1), we will do the following:

- (1) shall furnish to each of our employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to our employees
- (2) shall comply with occupational safety and health standards promulgated under the OSH Act
- (3) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH Act which are applicable to his own actions and conduct.

RIGHT TO KNOW:

The Hazard Communication Standard requires chemical manufacturers or importers to consider a chemical carcinogenic if the International Agency for Research on Cancer (IARC), National Toxicology Program (NTP) or OSHA designates the chemical as a carcinogen or potential carcinogen (please see 29 CFR 1910.1200(d)(4)). If the chemical is a carcinogen and in concentrations of 0.1% or more the health hazard must be explained in the safety data sheet (SDS).

Included as part of this program is a complete list of chemicals known to the State of California to cause cancer or reproductive toxicity, covered under Title 21 section 12000. We have also included several pages of internet links that will allow you to research the various areas of the Code of Federal Regulations that relate to the Proposition 65 "Right to Know Law".

Under Proposition 65, businesses are required to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. This warning can be given by a variety of means, such as **by labeling a consumer product**, posting signs at the workplace, distributing notices at a rental housing complex, or publishing notices in a newspaper. **SSC CONSTRUCTION, INC. WILL ENSURE THAT ALL PRODUCTS HAVE PROPER LABELS ON THEM, AS ALLOWED/REQUIRED ABOVE.**

EMPLOYEE'S RIGHTS:

You, the employee have the right to personally receive information regarding hazardous substances to which you may be exposed, according to the provisions of this section.

Your physician or collective bargaining agent has the right to receive information regarding hazardous substances to which you may be exposed to according to provisions of this section.

You are protected against discharge or other discrimination due to your exercise of the rights afforded pursuant to the provisions of the Hazardous Substances Information and Training Act.

Unlabeled Pipes Discovered During Excavation Work:

During the course of excavation work we may encounter utility lines that have not been delineated. We will take all necessary steps to protect the lines in place to avoid any damage to them. We will make additional calls to Underground Service Alert in an attempt to have the lines identified. If they are unable to identify the existing lines we will make every attempt to contact local entities that may be able to identify the lines, as required by Government Code 4216.

Once the line is identified, all workers who will come in contact with the existing line will be informed as to its contents.

Compliance Guidelines for Hazard Communication Program (HCP):

Cal/OSHA guidelines for HCP's provide specific instructions regarding compliance with the standard. Some of the more important guidelines are listed below to assist in compliance with the hazard communication standards and ensuring that subcontractors are in compliance. The required hazard communication standards include the following:

- Written hazard communication program
- Development of hazardous material inventory. Centrally located SDS and a system for communicating information on the SDS to employees as required or as part of ongoing training
- Creation of index for SDS
- Use of correct labels on the container of hazardous materials used throughout the job site. Labeling information will be adequate and understandable
- Hazardous substance training for new/existing employees and when new hazard is introduced
- Adequacy of information on labels and SDS's

SSC CONSTRUCTION, INC. WILL COMPLY WITH ALL OF THE ABOVE!

Hazardous Materials Inventory:

An indexed list of hazardous substances will be kept by all contractors (paint, oils, pesticides, chlorine, thinners, solvents, welding fluxes, etc.) All material must be included. When the list has been prepared, it will be provided to the safety representative together with an approved SDS for each substance. The "Hazardous Materials Inventory" should be used for consistency.

Safety Data Sheets (SDS):

Safety Data Sheets are to be maintained in a three-ring binder. This binder will clearly be labeled and accessible to employees and subcontractors (on the job site) at all times.

SDS will be available to all employees for review in their work area. Employees will be trained in the hazards of materials they use by their supervisor. When the SDS is not received prior to the receipt of the material, the employee receiving the material will immediately notify the safety representative. The safety representative will send a letter to the supplier requesting the SDS. The product may not be used until a SDS is received. **If a supplier refuses to provide an SDS the product will not be used and Cal/OSHA will be notified via letter, email, phone call or any other effective method required.**

If any new and significant health information is added to a SDS, the safety representative will:

- Distribute new labels and new copies of the SDS to replace the supersede one.
- Retrain employees on the new information as soon as possible

Hazardous Material Storage:

Clearly identified hazardous material storage areas are desirable. Hazard warning signs will never be used where no hazard exist. The hazardous nature of many substances is frequently intensified and more widely dispersed during combustion. Good storage and housekeeping will ensure that unnecessary ignition sources and/or fuel are physically separated from hazardous materials.

Fire Hazards:

- Combustible liquids – a liquid with a flash point (FP) between 100 F and 200 F
- Flammable liquids – a liquid with an FP under 100 F
- Flammable aerosols
- Flammable gasses, e.g., propane, acetylene
- Flammable solids, e.g., magnesium
- Oxidizers, e.g., oxygen, chlorine, nitric acid
- Pyroporic materials. Substances which spontaneously ignite
- Explosives

Static Electricity Explosion Hazards:

Serious injuries are possible when low humidity, gas vapor concentrations and static sparks combine to create explosions. Removal of one of these conditions will reduce the possibility of such an event. Proper grounding of flammable liquid containers and using approved pumps are recognized prevention techniques.

Labeling:

Labels are designed to provide information to employees concerning the hazards of various chemicals. Therefore, it is important that hazardous chemicals are not placed in an improperly labeled container.

All manufactures' labels will be left on the containers. All containers will be labeled. As a minimum, each label must contain:

- Identification of material in the container
- Appropriate hazard warnings, such as health, fire and reactivity.
- The ANSI Standard Z129.1-1982 gives standard label phrased for various types of chemical warnings.

Hazard Labeling Responsibilities:

The person responsible for labeling hazardous material containers will verify that the container label provides the:

- Description of contents
- Appropriate hazard warning
- Name and address of the manufacture

Secondary containers should be labeled with an extra copy of the original manufacturer's label or a generic one. When it is not possible to place labels on the containers, they should be identified by a sign posted in the area.

Hazardous Substance Training:

Employee training is the single most important aspect of hazard communication regulations. Simple short training activities performed frequently are more effective than a signal complex, long training session.

Responsibilities for Hazard Communication Training:

This section of this manual has been adopted from OSHA HazCom 1994 Regulatory Text. The whole text is available in the following OSHA webpage:

https://www.osha.gov/dsg/hazcom/hazcom_regtext_1994.html

(h) - "Employee information and training."

(1) - Employers shall provide employees with effective information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new physical or health hazard the employees have not previously been trained about is introduced into their work area. Information and training may be designed to cover categories of hazards (e.g., flammability, carcinogenicity) or specific chemicals. Chemical-specific information must always be available through labels and material safety data sheets.

(2) - "Information." Employees shall be informed of:

(i) The requirements of this section;

(ii) Any operations in their work area where hazardous chemicals are present; and,

(iii) The location and availability of the written hazard communication program, including the required list(s) of hazardous chemicals, and material safety data sheets required by this section.

(3) - "Training." Employee training shall include at least:

(i) Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer,

continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);

- (ii) The physical and health hazards of the chemicals in the work area;
- (iii) The measures employees can take to protect themselves from these hazards, including specific procedures the employer has implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and,
- (iv) The details of the hazard communication program developed by the employer, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

The persons responsible for training will be advised by their supervisor. Such training should be authorized and scheduled by the safety representative.

Training Format:

An example for a suitable training program is as follows:

- a. The employee receives information and warning on the hazardous materials in the work area.
- b. The employee's supervisor reviews each SDS describing chemicals used in the employee's work area.
- c. A question and answer period follows.
- d. Each employee signs a form verifying that he or she attended the training, received the written materials and understood the employer's policies on hazard communication.

Elements of the Hazard Communication Training Program:

The following elements must be included in the training program:

- a. Location and availability of the written Hazard Communication Program, the list of hazardous chemicals and SDS, and the location of Hazardous Chemicals on site.
- b. Methods that may be used to detect the presence or releases of hazardous substances in the work area
- c. Physical and health hazards of the chemical
- d. Measures employees can take to protect themselves from these hazards, such as appropriate work practices, emergency procedures and personal protective equipment
- e. Details of the Hazard Communication Program developed by the employer, including explanation of the labeling system, SDS, and how the employees can obtain and use the appropriate hazard information
- F. **IT IS SSC CONSTRUCTION, INC'S POLICY THAT ALL EMPLOYEES MUST UNDERSTAND INFORMATION AND TRAINING PRESENTED AT THE ORIENTATION. WHERE DIFFICULTY IN UNDERSTANDING ENGLISH MAY PREVENT COMPREHENSION OF HEALTH AND SAFETY INFORMATION, STEPS WILL BE TAKEN TO FACILITATE EMPLOYEE COMPREHENSION OF THE MATERIAL. WHERE NECESSARY, SUCH TRAINING WILL BE OFFERED IN SPANISH.**

Hazardous Non-routine Task:

Employees may be required to perform hazardous non-routine tasks. Prior to starting work on such projects, each employee must be given information about the hazardous chemicals to which they may be exposed during the activity. For example, extremely hazardous substances such as gasoline or acetone may be excellent cleaning agents, but such substances will never be used for cleaning purposes.

Before performing hazardous tasks, employees will be informed about:

- a. Specific chemical hazards
- b. Protective/safety measures
- c. Emergency procedures

The information necessary is available from the SDS. Supervisors are responsible for communicating the required information to employees.

Transit/Transportation:

Each vehicle will carry SDS appropriate for hazardous materials being transported. Drivers, like all other employees, will receive hazard communication training.

On-site Contractors:

The person placing the work order will be responsible to provide contractors with the following information:

- a. Hazardous materials to which they may be exposed while on the job site
- b. Precautions the contractor's employees may take to lessen the possibility of exposure by employing the appropriate protective measures
- c. Each subcontractor is to submit a copy of its written Hazard Communication Program to SSC Construction, Inc. A hazardous material list for this job-site must accompany the Program.
- d. All subcontractors are required to maintain SDS on the project.
- e. A complete file of all SDS submitted is to be located at the job-site office for review by all workers during job hours.
- f. Each subcontractor will discuss each new substance introduced on the job-site at the weekly Safety meetings with his crews and the Superintendents of other subcontractors at the Project Safety Meeting.
- g. Each subcontractor must label the contents of all containers including secondary containers. The label must identify:
 - Substance
 - Hazard Warnings
 - Name and address of the manufacturer
- h. Each subcontractor must:
 - i. Train his personnel regarding Hazardous Communications, and specifically as to the dangers of working with these substances, chemicals, materials. Keep copies of training certificates at job-site
 - ii. Provide proper personnel protective equipment, as required.
 - iii. Train employees in the first aid and medical emergency procedures associated with each material.
 - iv. Keep copies of all SDS at the job-site
- i. SDSs must be job-site specific.

SDS Medical Use:

Employees who sustain a hazardous material injury or illness requiring medical treatment should be in possession of the appropriate SDS at the time of the first (emergency) medical treatment. The SDS provides useful treatment information and emergency phone numbers of treating physicians.

Emergency Notification:

A handler of hazardous materials is required to immediately report any release or threatened release of a hazardous material to the Governor's Office of Emergency Services (800 852-7550), (Section 25507). Failure to do so may result on criminal and-or civil prosecution (Section 25515).

Miscellaneous Contact Information:

- a. Identify and list a hazardous waste removal contractor to be utilized in the event of an incident.
- b. Poison Control Center

Reportable Quantities:

Extremely Hazardous Materials

Disclosure to the California Division of Occupational Safety & Health is required for any quantity of the following:

- Legal carcinogens
- Class A explosives
- Class A poisons
- Commercial (professional) grade pesticides
- Unsealed radioactive isotopes
- Other hazardous materials

Less dangerous materials require disclosure when quantities on site or used over a one year period total:

- 55 gallons or more of a liquid
- 500 pounds or more of a solid
- 200 cubic feet or more of any compressed gas

Exemptions: No disclosure is required for:

- Materials pre-packaged for retail sale
- Materials stored in transit (30 days or less and with shipping papers)

POTENTIALLY HAZARDOUS SUBSTANCES COMMONLY FOUND ON CONSTRUCTION SITES	
Acetone	Inks
Acetylene Gas	Insulation's
Adhesives	Lead
Aluminum Etching Agent	Lime (calcium oxide)
Ammonia	Limestone
Anti-Freeze	Lubricating Oils
Arsenic Compounds	Magnesium
Asbestos	Metals (aluminum,, nickel, copper, zinc)
Asphalt (Petroleum Fumes)	Cadmium, Iron, etc.
Benzene (and derivatives)	Methanol (methyl alcohol)
Bleaching Agents	Methyl Ethyl Ketone (2-butanone)
Carbon Black	Motor Oil Additive
Carbon Monoxide (in cylinders)	Muriatic Acid (hydrochloric acid)
Caulking, Sealant Agents	Naphtha (coal tar)
Caustic Soda (Sodium Hydroxide)	Nitroglycerin
Chromate Salts	Oxalic Acid
Chromium	Ozone
Cleaners	Paint Remover
Cleaning Agents	Paint Stripper
Coal Tar Pitch	Paints/Lacquers
Coatings	Particle Board
Cobalt	Pentachlorophenol
Concrete Curing Compounds	Photographic Developers & Fixers
Creosol	Photogravure Inc. (copy machine)
Cutting Oil (oil mist)	Plastics
De-Emulsifier for Oil	Polishes for Metal Floors
Diesel Gas, Diesel Oil	Propanol/Putty
Drywall	Resins, Epoxy.Synthetics
Dusts (brick, cement block)	Sealer
Enamel	Shellac
Etching Agents	Solder, Flux, (zinc choride, fluorides, etc.)
Ethyl Alcohol	Solder, Soft (lead, tin)
Fiberglass, Mineral Wool	Solvents
Foam Insulation	Sulfuric Acid
Freon 20.R20 (and others)	Thinner, Paint/Lacquer
Gasoline (petrol ethyl)	Tin
Glues	Transite
Graphite	Turpentine, Gum Spirit, Oil of Turpentine
Greases	Varnishes
Helium (in cylinders)	Waterproofing Agents
Hydraulic Brake Fluid	Waxes
Hydrochloric Acid	Wood Alcohol (methanol)
Hydrogen (in cylinders)	Wood Preservative
Iron	Xylene
Kerosene	Zinc

Hazard communication proposition 65 information sheet:

Download a pdf file of all Proposition 65 Regulations Excluding Section 27001, formerly Section 12000 (the list)

Effective June 18, 2008 all Proposition 65 regulations have moved from Title 22 to Title 27 of the California Code of Regulations (CCR). The regulations which were previously located in Title 22, sections 12000 to 14000 inclusive, are now located in Title 27 of the California Code of Regulations, sections 25000 to 27001 inclusive. A chart showing the location of each regulation can be viewed at:

<http://www.oehha.ca.gov/prop65/pdf/title22to27.pdf>

[Download the entire set of Proposition 65 Regulations excluding the list.](#)

OR,

Follow the links below to download particular articles and/or sections of the Proposition 65 regulations:

[Article 1: Preamble and Definitions](#) (includes Sections 25102, 25103 and 25104. Formerly sections 12102, 12103 and 12104)

- [Article 1-3 Final Statement of Reasons](#), January 1988
- [25102 \(formerly 12102, 12201\) Final Statement of Reasons](#), November 1988

[Article 2: Guidelines and Safe Use Determination Procedures](#) (includes Sections 25201, 25203, and 25204. Formerly sections 12201, 12203, and 12204)

- [Article 1-3 Final Statement of Reasons](#), January 1988
- [25204 \(formerly 12204\) Amended May 2003](#)

[Article 3: Science Advisory Board: Carcinogen Identification Committee and Developmental and Reproductive Toxicant \(DART\) Identification Committee](#) (includes Sections 25301, 25302, 25303, 25304, 25305, and 25306. Formerly sections 12301, 12302, 12303, 12304, 12305, and 12306)

- [Article 1-3 Final Statement of Reasons](#), January 1988
- [Final Statement of Reasons: Section 25306 \(formerly 12306\)](#), February 1990
- [Amendment to 25301 - 25306 \(formerly 12301 - 12306\), Final Statement of Reasons](#), January 1995

[Article 4: Discharge](#) (includes Sections 25401, 25403, and 25405. Formerly sections 12401, 12403, and 12405)

- [25401 \(formerly 12401\) Final Statement of Reasons](#), October 1988
- [25403 \(formerly 12403\) Final Statement of Reasons](#), October 1989
- [25405 \(formerly 12405\) Final Statement of Reasons](#), December 1989

[Article 5: Extent of Exposure](#) (includes Sections 25501, 25502, 25503, 25504, and 25505. Formerly sections 12501, 12502, 12503, 12504, and 12505)

- [25501-25504 \(formerly 12501-12504\) Final Statement of Reasons](#), June 1989

[Article 6: Clear and Reasonable Warnings](#) (includes Section 25601. Formerly 12601)

- [25601 \(formerly 12601\) Final Statement of Reasons](#), November 1988
- [25601 Amendment \(formerly 12601\), Final Statement of Reasons](#), October 1989
- [25601 \(formerly 12601\) Amended, July 2002](#)

[Article 7: No Significant Risk Levels](#) (includes Sections 25701, 25703, 25705, 25707, 25709, 25711, 25713, and 25721. Formerly sections 12701, 12703, 12705, 12707, 12709, 12711, 12713, and 12721)

- [Final Statement of Reasons: Article 7](#)
- [25705, 25711 \(formerly 12705, 12711\) Final Statement of Reasons](#), November 1989 (Benzidine, bis(2-chloroethyl)ether, N-nitrosodiethylamine, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitroso-N-dibutylamine, N-nitroso-N-ethylurea, N-nitroso-N-methylurea, Toxaphene, Trichlorophenol)
- [25705 \(formerly 12705\) Final Statement of Reasons](#), April 1990 (Aldrin, Asbestos, Carbon tetrachloride, DDT, DDE, DDD, p-dichlorobenzene, Dieldrin, 1,4-Dioxane, N-nitrosodipropylamide, Urethane)

- [25705 \(formerly 12705\) Final Statement of Reasons](#), April 1990 (Acrylonitrile, Bis(chloromethyl)ether, 3,3'-Dichlorobenzidine, Epichlorohydrin, Hexachlorobenzene, Hexachlorocyclohexane, Polybrominated biphenyls, 1,2-Dibromo-3-chloropropane, Ethylene dichloride, Ethylene oxide, Ethylene dibromide)
 - [25703 \(formerly 12703\) Final Statement of Reasons, May 1990](#) (Quantitative Risk Assessment)
 - [25713 \(formerly 12713\) Amendment Final Statement of Reasons, July 1990](#) (Exposure to Foods, Drugs, Cosmetics and Medical Devices)
 - [25707 \(formerly 12707\) Final Statement of Reasons, August 1990](#), (Route of Exposure for Nickel)
 - [25705 \(formerly 12705\) Final Statement of Reasons, September 1990](#), (Hexachlorodibenzodioxin, 2,3,7,8-Tetrachlorodibenzo-p-dioxin)
 - [25711 \(formerly 12711\) Final Statement of Reasons, October 1990](#), (Acrylamide, Allyl Chloride, Aniline, Azobenzene, DDVP, Folpet, Furmecyclox, Hydrazine, Hydrazine sulfate, 4,4' Methylene bis(N,N-dimethyl)-benzeneamine, N-Nitrosodiethanolamine, N-Nitrosomethylethylamine, Hexachlorocyclohexane, Pentachlorophenol)
 - [25705 \(formerly 12705\) Final Statement of Reasons, October 1990](#), (Benzene)
 - [25711 \(formerly 12711\) Final Statement of Reasons, August 1992](#), (Benzyl chloride, Bromodichloromethane)
 - [25705 \(formerly 12705\) Final Statement of Reasons, September 1992](#), (Arsenic, Butylated hydroxyanisole, Cadmium, Chromium hexavalent)
 - [25705 & 25711 \(formerly 12705 & 12711\) Final Statement of Reasons, September 1992](#), (Expedited Method, 140 chemicals)
 - [25705 & 25711 \(formerly 12705 & 12711\) Final Statement of Reasons, September 1992](#) (Methylene dichloride, Trichloroethylene, Vinyl chloride)
 - [25713 \(formerly 12713\) Repeal Final Statement of Reasons](#), October 1993
 - [25705 \(formerly 12705\) Amendment, July 2002](#) (20 chemicals) [Amend Set 1]
 - [25705 \(formerly 12705\) Amendment, February 2003](#) (15 chemicals) [Amend Set 2]
 - [25705 \(formerly 12705\) Amendment, April 2004](#), (Benzene and Bromoform) [Amend Set 4 Part 1]
 - [25705 \(formerly 12705\) Final Statement of Reasons, May 2004](#), (Benzene and Bromoform)
 - [25705 \(formerly 12705\) Amendment, June 2004](#) (benz[a]anthracene, benzene, benzo[b]fluoranthene, benzo[j]fluoranthene, bromoform, chrysene, 7H-dibenzo[c,g]carbazole, dibenzo[a,h]pyrene, dibenzo[a,i]pyrene, and 5-methylchrysene) [Amend Set 4 Part 2]
 - [25705 \(formerly 12705\) Amendment, December 2004](#) (1,2-Dichloropropane) [Amend Set 5 Part 1]
- [Article 8: No Observable Effect Levels](#) (includes Sections 25801, 25803, 25805, and 25821. Formerly sections 12801, 12803, 12805, and 12821)
- [Final Statement of Reasons: Article 8](#)
 - [25805 \(formerly 12805\) Toluene Final Statement of Reasons](#), March 1992
 - [25805 \(formerly 12805\) Amendment, July 2002](#) (Benzene, Cadmium and Quinalofop ethyl)
 - [25805 \(formerly 12805\) Amendment, February 2003](#) (Linuron)
 - [25805 \(formerly 12805 Amendment\)](#), July 2003 (2,4-D butyric acid (2,4-DB, 2,4-dichlorophenoxybutyric acid), m-dinitrobenzene, hydramethylnon and N-methylpyrrolidone)
 - [25805 \(formerly 12805 Amendment\)](#), December 2004 (1,2-dibromo-3-chloropropane, disodium cyanodithioimidocarbonate, ethyl dipropylthiocarbamate, ethylene glycol monomethyl ether, ethylene glycol monomethyl ether acetate, methyl bromide as a structural fumigant, and thiophanate-methyl)
 - [25805 \(formerly 12805 Amendment\)](#), August 2005 (sodium dimethyldithiocarbamate)
 - [25805 \(formerly 12805\) Amendment](#), June 2006 (DEHP i.v.)
 - [25805 \(formerly 12805\) Amendment](#), August 2006 (DEHP oral)
 - [25805 \(formerly 12805\) Amendment](#), August 2007 (Ethylene Glycol Monoethyl Ether (EGEE), Ethylene Glycol Monoethyl Ether Acetate (EGEEA) and Potassium Dimethyldithiocarbamate)
- [Article 9: Miscellaneous](#) (includes Sections 25900, 25901, 25902, 25903, and 27000. Formerly sections 12900, 12901, 12902, 12903, and 14000)
- [25901 \(formerly 12901\) Final Statement of Reasons, October 1989](#), (Methods of Detection)

- [25902 \(formerly 12902\) Final Statement of Reasons, March 1990](#) (Formally Required to be Labeled or Identified as Causing Cancer or Reproductive Toxicity)
- [25903 \(formerly 12903\) Final Statement of Reasons, April 1997](#), (Notices of Violation)
- [25900 \(formerly 12900\) March 2006](#), (Use of Specified Methods of Detection and Analysis for Listed Chemicals for Voluntary Compliance Testing)

HEARING CONSERVATION PROGRAM

In order to comply with all local, state and federal regulations and to ensure that information is available about the dangers of work place assignments whenever noise exposures equal or exceed the limits outlined by the regulations, the following written HEARING CONSERVATION PROGRAM has been established. All affected employees will participate in the HEARING CONSERVATION PROGRAM. This written program will be kept at the main office and will be available to our employees and to other parties in accordance with applicable laws and regulations.

EXPOSURE DETERMINATION:

Affected employees are those employees with noise exposure at work equal or exceed the limits as defined by the regulations without use of personal protective equipment. The company shall notify each affected employee who may be exposed at or above the regulatory levels.

METHODS OF COMPLIANCE:

- a. **Employee work practice:** All who may be exposed at or above the regulatory levels will be trained and required to use personal protective equipment.
- b. **Jobsite controls:** Warning signs will be posted at jobsites where hearing protection is required. Information about the HEARING CONSERVATION PROGRAM will be communicated to affected employees via training and will also be posted at each jobsite where applicable.
- c. **Monitoring:** When reasonable information indicates that any employee's noise exposure may meet or exceed regulatory limits, our company shall obtain exposure measurements in accordance with the regulations. All affected employees shall be provided audiometric tests annually or as often as the regulations require. These tests shall be performed in accordance with regulations.

DOCUMENTATION:

1. Exposure measurements: SSC will maintain records of all employee exposure measurements as required by regulation. The results of these tests will be kept at the applicable jobsite until the project is completed and then forwarded to the main office for filing for whatever time is required.
 - a. Employee audiometric tests: SSC will establish and maintain a record for each employee for whom audiometric tests are performed. This record will contain the necessary information as outlined in the regulations, and will be kept in files at the main office. The record will be retained for the duration of the employee's employment or whatever time is required.
 - b. Training records: Training records will be maintained at each jobsite until the project is completed and then forwarded to the main office for filing.

General Estimates of Noise Levels in Decibels

Exposures above 85 Decibels without hearing protection cause hearing loss over time

Pneumatic Chipper	103-113
Air Gun	108-112
Jack Hammer	102-111
Air Compressor	90-98
Skill Saw	88-102
Crane	82-102
Bull Dozer	90-103
Spray Painter	95-105
Hand Drill	88-96
Backhoe	85-102
Concrete Saw	98-102
Hammer	85-95
Manlift	84-101
Belt Sander	90-95
Ringling Telephone	75-85
Normal Conversation	57-63

HEAT ILLNESS PREVENTION PROGRAM

INTRODUCTION:

California Occupational Safety and Health (Cal-OSHA) Standards Board's adoption of the California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395. The regulations are meant to significantly reduce the severity and frequency of occupational heat-related illness in all outdoor places of employment.

SCOPE:

This Heat Illness Prevention Plan and emergency regulations apply to any and all outdoor places of employment, at the times when environmental risk factors for heat illness are present.

PURPOSE:

SSC Construction, Inc. has developed this Heat Illness Prevention Plan to control the risk of occurrences of heat illness and to comply with the California Code of Regulations Standard, Title 8, Chapter 4, Section 3395. The plan is designed to educate our employees and supervisors on the symptoms of heat illness, causes of these symptoms, ways to prevent heat illness, and what to do if they or a fellow employee experience symptoms of heat illness. Employees that fall under this regulation could include, but are not limited to all employees working outside and inside exposed to hot working environments.

POLICY:

It is the policy of SSC Construction, Inc. employees and supervisors of those employees who perform job functions in areas where the environmental risk factors for heat illness are present shall comply with the procedures set forth in this plan.

STATUTORY AUTHORITY:

- California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395

Purpose:

- This program is specific to SSC Construction, Inc. supervision, SSC Construction, Inc. workers, and Sub / Trade contractor workers. This plan is to control the risk of occurrence of heat illnesses. SSC Construction, Inc. and Sub / Trade contractor workers will be referenced as "employee" throughout this plan.
- This program provides information on required procedures and training for the prevention of work related heat illness. Refer to 8 CCR 3395 Heat Illness Prevention.

Definitions:

- **Acclimatization** – Temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.
- **Heat Illness** – A serious medical condition resulting from the body's inability to cope with a heat load and includes heat cramps, heat exhaustion, heat syncope, and heat stroke.
- **Environmental Risk Factors for Heat Illness** – Working conditions that create the possibility that heat illness could occur including air temperature, relative humidity, and radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing, and personal protective equipment worn by Employees.
- **Personal Risk Factors** – Factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affects the body's water retention or other physiological responses to heat.
- **Preventative Recovery Period** – A period of time to recover from the heat in order to prevent heat illness.
- **Shade** – Blockage of direct sunlight. Canopies, umbrellas, and other temporary structures or devices may be used to provide shade. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight.
- **Temperature** – The dry bulb temperature in degrees Fahrenheit obtainable by using a thermometer to measure the outdoor temperature in an area where there is no shade.

Responsibilities:

- Project supervision is responsible for the implementation and execution of this Heat Illness Plan.
- Sub / trade contractors shall execute their heat illness plan and adopt standards of this plan as needed to maintain compliance with 8 CCR 3395 Heat Illness Prevention.
- Management and the affected worker have a responsibility to prevent heat illness at all work locations affected by this program.
- **These responsibilities include, but are not limited to:**
 - Employees shall be trained on signs and symptoms of the different types of heat illnesses.
 - Reporting any early signs of the onset of heat illness related to work.
 - Implementing emergency medical response procedures.
 - Minimizing personal risk factors for heat illness by being responsible and arriving to work in good physical condition.
 - Utilizing the hazard identification process and recognizing that heat illness is a hazard associated with working outdoors and taking the necessary corrective action.
 - Scheduling work around high heat index time periods.
 - Providing sufficient quantity of drinking water to prevent the any type of heat illnesses.
 - Management shall monitor weather conditions via new and/or through internet.

Provision of Water

- Employees will be provided access to potable drinking water to meet the requirements of CCR Title 8 GISO §1524, 3363, 3457 at all SSC Construction, Inc. work locations.

- We will ensure at the beginning of each shift, there will be at least one quart of cool clean water for each worker.
- Smaller quantities of water may be provided at the beginning of the shift providing an effective procedure for replenishment that meets the above and has been established and implemented.
 - Supervision and employees will check and replenish water at least every two hours.
 - Water will be provided to all employees by using any of the following methods:
 - Labeled water bottles
 - Individual water containers
 - Community water containers (5 gallon, but not limited to)
 - Individual drinking cups provided
 - Trash receptacle provided
- SSC Construction, Inc. Project Management encourages all employees to consume water frequently and at the levels indicated above to ensure proper hydration

Access to Shade:

- **Temperatures less than 80 degrees:**
 - Shade will be provided timely upon worker's request.
- **Temperatures exceed 80 degrees:**
 - SSC Construction, Inc. will maintain one or more areas with shade at all times employees are present
 - Shade areas / structures will be open to the air or provided with ventilation for cooling
 - There will be enough shade present for the entire crew or those taking a rest break at the same time
 - Shade areas /structures will allow employees to sit in a normal posture which will not allow employees to make physical contact with other employees in shaded area
 - The shaded area will be located as close as practicable to the work areas.
- **General access to shade requirements:**
 - All employees will be encouraged to take a cool down rest in the shade for a period of no less than 5 minutes when they feel they need to do so to prevent themselves from overheating.
 - Access to shade will be permitted at all times.
 - Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool.
 - **Example:** a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with the air-conditioning on.
- **High Heat Procedures – Temperatures exceed 95 degrees:**
 - Implement high-heat procedures when the temperature equals or exceeds 95 degrees Fahrenheit.
 - **These procedures shall include:**
 - Pre-shift meetings before the commencement of work to review the high heat procedures, encourage employees to drink plenty of water, and remind employees of their right to take a cool-down rest when necessary.

- Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor when necessary.
 - An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable.
 - Observing employees for alertness and signs or symptoms of heat illness. The employer shall ensure effective employee observation/ monitoring by implementing one or more of the following:
 - Supervisor or designee observation of 20 or fewer employees, or
 - Mandatory buddy system, or
 - Regular communication with sole employee such as by radio or cellular phone, or
 - Other effective means of observation.
 - Designating one or more employees on each worksite as authorized to call for emergency medical services, and allowing other employees to call for emergency services when no designated employee is available.
 - Reminding employees throughout the work shift to drink plenty of water.
- **Daily Weather Monitoring:**
 - Supervision shall monitor the daily weather forecast.
 - Weather forecasts can be checked by the following means but not limited to;
 - <http://www.nws.noaa.gov/>
 - Checking the Weather Channel TV Network
 - Calling the National Weather Service phone numbers **California Dial-A-Forecast** - Los Angeles 805-988-6610
 - OSHA Mobile Applications found on smart phones.
 - Schedule work with the consideration of high temperatures or if a heat wave is expected.
- **Procedures for Acclimatization:**
 - Acclimatization is a process by which the body adjusts to increased heat exposure. The body needs time to adapt when working in hotter environments. Employees are more like to develop heat illness if not allowed or encouraged to take it easy when a heat wave strikes or when starting a job that newly exposes them to heat. Acclimatization is fully achieved in most people within 4 to 14 days of regular work involving at least 2 hours per day in the heat.
 - During heat waves and with new employees, employers must be extra- vigilant. A supervisor or designee must closely observe employees. Best practices include finding ways to lessen the intensity of employees' work during a heat wave and during 2-week break-in periods of new employees.
 - All employees shall be closely observed by a supervisor or designee during a heat wave. For purposes of this section only, “heat wave” means any day in which the predicted high temperature for the day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.
 - An employee who has been newly assigned to a high heat area shall be closely observed by a supervisor or designee for the first 14 days of the employee's employment.
 - Inadequate acclimatization can be dangerous in conditions of high heat and physical stress.
 - Supervision must act effectively when conditions result in sudden exposure to heat their employees are not used to.
 - Project management will be extra-vigilant with new employees and stay alert to the presence of

heat related symptoms.

- During a heat wave, all employees will be observed closely (or maintain frequent communication via phone or radio), to be on the lookout for symptoms of heat illness.

- **Supervisor and Employee Training Requirements:**

- Employee Training

- The following topics will be provided to all employees:
 - The environmental and personal risk factors for heat illness.
 - Procedures for identifying, evaluating, and controlling exposures to the environmental and personal risk factors for heat illness.
 - The importance of frequent consumption of small quantities of water, up to 4 cups per hour under extreme conditions of work and heat.
 - The importance of acclimatization.
 - The different types of heat illness and the common signs and symptoms of heat illness
 - The importance of immediately reporting to their supervisor, symptoms or signs of heat illness in themselves, or in co-employees.
 - Procedures for responding to symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary.
 - Procedures for contacting emergency medical services, and for transporting employees to a point where they can be reached by an emergency medical service provider.
 - How to provide clear and precise directions to the work site.

- **Supervisor Training:**

- The following topics will be provided to all supervisors:
 - The employer's procedures for complying with the requirements of this standard, including, but not limited to, the employer's responsibility to provide water, shade, cool-down rests, and access to first aid as well as the employees' right to exercise their rights under this standard without retaliation.
 - The concept, importance, and methods of acclimatization, pursuant to the employer's procedures.
 - The different types of heat illness, the common signs and symptoms of heat illness, and appropriate first aid and/or emergency responses to the different types of heat illness, and in addition, that heat illness may progress quickly from mild symptoms and signs to serious and life threatening illness.
 - The information required and listed throughout this plan.
 - Procedures to follow to implement the applicable provisions in this plan.
 - Procedures to follow when a worker exhibits symptoms consistent with possible heat illness, including emergency response procedures.
 - How to monitor weather reports and how to respond to hot weather advisories.

- **Signs and Symptoms of Heat Illness:**

- Heat Rash

- Also known as *prickly heat*, heat rash may occur in hot, humid environments where sweat

is not easily removed from the surface of the skin by evaporation.

- Heat rash that is extensive or infected can be so uncomfortable that it inhibits sleep and impedes performance, or results in temporary or permanent disability.

o **Fainting**

- May be a problem when a worker who is not acclimated to a hot environment simply stands still in the heat.

o **Heat Cramps**

- Painful spasms of the muscles are caused when Employees drink large quantities of water but fail to replace their bodies' salt loss.
- Tired muscles used for performing the work are the ones most susceptible to cramps.

o **Heat Exhaustion**

- Results from loss of fluid through sweating
- The worker with heat exhaustion still sweats, but experiences extreme weakness or fatigue, giddiness, nausea, or headache.
- The skin is clammy and moist, the complexion pale or flushed, and the body temperature normal or slightly higher.

o **Heat Stroke**

- The most serious health issue for Employees in hot weather, which is caused by the failure of the body's internal mechanism to regulate its core temperature
- Sweating stops and the body can no longer rid itself of excess heat
- Victims of heat stroke will die unless treated promptly
 - Signs Include:
 - o Mental confusion, delirium, loss of consciousness, convulsions or coma
 - o A body temperature of 106 degrees Fahrenheit or higher
 - o Hot, dry skin which may be red, mottled or bluish

• **Responding to Symptoms of Possible Heat Illness:**

o **Procedures for Identifying, Evaluating, and Controlling Exposures**

- Employees will be supervised at all times and observed for heat illness symptoms by their supervisors
- Employees will be reminded to report any and all symptoms
- Employees will be encouraged to take shade breaks of no less than 5 minutes
- Employees will be encouraged to drink 1 quart of water per hour in small quantities (1 cup every 15 minutes)
- Employees will communicate with supervision when temperatures are 95 degrees or higher.

- **Procedures for Contacting Emergency Medical Services:**

- Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor or emergency medical services when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable. If an electronic device will not furnish reliable communication in the work area, employer will ensure a means of summoning emergency medical services.
- If employees cannot reach emergency medical services directly (because cell phone coverage is inadequate, for example), the employer must designate a person who can immediately contact emergency services on behalf of the employees. The employees must be able to reach this person quickly (such as by radio) to request that emergency medical services be summoned.
- In the event of a heat related illness, workers need not seek approval from management prior to contacting emergency services.
- When an employee displays possible signs or symptoms of heat illness;
 - A trained first aid worker or supervisor will check the sick employees
 - Determine whether resting in the shade and drinking cool water will suffice or if emergency service providers will need to be called.
- A sick worker will not be left alone in the shade.
- If required, Medical Services will be provided by local emergency services.
- To contact emergency services call 911 and state the following;
 - Your Name
 - Your Location
 - Request emergency medical services
 - Nature of medical emergency: heat related illness
 - Condition of person
- When necessary, a crew member shall be assigned to transport the affected employee safely to a place where they can be reached by an emergency medical provider.
- Mobile crews will be provided with a map of their location or detailed directions that can be given to emergency responders.
- In addition, contact
 - The Client Representative, If need be.
 - Project Management
 - The Corporate Safety Director

- **Recordkeeping:**

- Heat Illness Prevention training documentation records are maintained on-site
- These records will be maintained for 3 years.

HOUSEKEEPING

Clean and unobstructed work areas are a key roll in maintaining a safe and hazard free work site. It is our policy to maintain good house keeping at all times and during all stages of our projects. Good housekeeping is one of the most important factors in maintaining a safe job. Thousands of workers in the construction industry are injured needlessly each year because they stumble or step on objects that are in the way. These accidents are often blamed on the workers carelessness in not looking where he or she is going. Actually, these accidents are the direct results of POOR HOUSEKEEPING. The following minimum standards shall be followed by all personnel on this project.

Work Areas:

Work areas shall be kept reasonably free of all combustible debris and waste materials. Promptly remove scrap and waste material and deposit it into proper containers. Food and lunch trash will be immediately placed into receptacles provided or shall be taken off the jobsite in the employee's lunch box.

Prior to beginning an operation, the employee should ensure that the area he will be working or traveling in is free of obstructions and tripping hazards.

Material Storage:

All materials shall be maintained in a neat and orderly fashion within the work area. Loose items such as nuts and bolts shall be kept in storage containers. Storage and lay down areas will be kept neat and orderly as well with clear and unobstructed walkways.

Cleanup:

There will be a daily clean up of all work areas and the trash generated from those days activities will be placed into the appropriate containers for disposal.

Ladders, Stairways and Access – Policy:

The purpose of this policy is to establish rules regarding the safe use of ladders, the proper design, maintenance and construction, and the proper use of access areas, used in construction, alteration, repair, and demolition areas.

General requirements:

- A ladder must be provided for workers where there is a break in access elevation of 18 inches or more where there is no ramp, runway or embankment.
- When there is only one point of access between levels, it must be kept clear to permit free passage by workers;
- All power cords and hoses or similar obstructions shall be kept free from stairways and ladders work area accesses.
- All fall protection systems must be installed before employees begin work that requires them to use ladders;
- A double cleat ladder or two or more ladders must be provided when ladders are the only means of

- access for 25 or more employees, or when a ladder serves simultaneous two way traffic;
- Manufactured ladders are not to be modified without manufacturers consent;
- Fiberglass extension ladders shall not be separated without manufacturers consent.
- Ladders must not be tied or fastened together to create longer sections unless they are specifically designed for such use;
- A metal spreader or locking device must be provided on each stepladder to hold the front and back sections in an open position during use;
- SSC prohibits use of metal ladders during work on or around electrical equipment;
- Ladders shall not be used in a horizontal position for use as platforms, runways, or scaffolds;
- Stepladders may not be used in the closed position when leaning against an object;

HOUSEKEEPING:

You are responsible to correct all unsafe acts and conditions; to the extent you are able. Uncorrected unsafe acts and conditions are to report to your supervisor.

CLEAN UP AFTER YOURSELF AT ALL TIMES:

Perhaps one of the greatest advantages of good housekeeping is its affect on “Job Morale”. We will all feel more like doing a day’s work if we step into a orderly work place.

These general rules for housekeeping on our projects:

- Keep walkways and passageways clear of any obstructions.
- Regularly dispose of all trash.
- Lighting adequate for work area and all work tasks.
- Projecting nails removed or bent over.
- Oil and grease removed from walkways and passageways.
- Waste containers provided and used.
- Sanitary facility adequate and clean.
- Set up project so stored materials are handled as few times as possible.

INJURY ILLNESS PREVENTION PROGRAM (IIPP)

STATEMENT OF SAFETY POLICY:

One of the principles of sound business management is the control of factors which have direct bearing on profit or loss. One such factor, which is definitely of a controllable nature, is the cost of accidents. Taking this factor into consideration, accident prevention is important because it directly affects the lives and welfare of our employees and their families.

In addition, we have a legal responsibility to comply with applicable safety codes, and in particular, the California Occupational Safety and Health Act (Cal/OSHA).

Everyone in this organization will be expected, as a condition of employment, to sincerely cooperate in our accident prevention program.

Success in accident prevention depends upon proper coordination of ideas and efforts. It is for this reason the following safety guides have been developed as a policy of operations for this company.

The safety of our employees is a fundamental objective of our company. Management considers no phase of operations as being of greater importance than safety and accident prevention. It is our company policy to provide and maintain safe and healthful working conditions that will safeguard all employees.

RESPONSIBILITY:

The IIPP administrator, Neil Nehmens, has the authority and responsibility for implementing the provisions of this program for SSC Construction, Inc. (hereafter referred to as "Company". All managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering work questions about the IIPP. A copy of this IIPP is available from each manager and supervisor.

COMPLIANCE:

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

Our systems of ensuring that all employees comply with the rules and maintain a safe work environment include:

1. informing employees of the provisions of our IIPP
2. evaluating the safety performance of all employees
3. recognizing employees who perform safe and healthful work practices
4. providing training to employees whose safety performance is deficient
5. disciplining employees for failure to comply with safe and healthful work practices

COMMUNICATION:

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. Our system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of the following:

New employee orientation including a discussion of safety and health policies and procedures:

- Review of our IIPP
- Workplace safety and health training programs
- Regularly scheduled safety meetings
- Effective communication of safety and health concerns between employees and supervisors, including translation where appropriate
- Posted or distributed safety information
- A system for employees to anonymously inform management about workplace hazards

HAZARD ASSESSMENT:

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer. Periodic inspections are performed according to the following schedule:

1. Daily by the Competent Person on site
2. When we initially established our IIPP
3. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace
4. When new, previously unidentified hazards are recognized
5. When occupational injuries and illnesses occur
6. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and whenever workplace conditions warrant an inspection

Periodic inspections consist of identification and evaluation of workplace hazards utilizing the attached Job Site Checklist and any other effective methods to identify and evaluate workplace hazards.

ACCIDENT/EXPOSURE INVESTIGATIONS:

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible
2. Interviewing injured workers and witnesses
3. Examining the workplace for factors associated with the accident/exposure
4. Determining the cause of the accident/exposure
5. Taking corrective action to prevent the accident/exposure from recurring; and
6. Recording the findings and corrective actions taken

HAZARD CORRECTION:

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered
2. When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection; and;
3. All such actions taken and dates they are completed shall be documented on the appropriate forms

TRAINING & INSTRUCTION:

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIPP is first established
2. To all new employees
3. To all employees given new job assignments for which training has not been previously provided
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard
5. Whenever the employer is made aware of a new or previously unrecognized hazard
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate directions and control may be exposed; and
7. To all employees with respect to hazards specific to each employee's job assignment
8. Workplace safety and health training practices include, but are not limited to the following:
9. Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, and injuries
10. Use of appropriate clothing, including gloves, footwear, and personal protective equipment
11. Information about chemical hazards to which employees could be exposed and other hazard communication program information
12. Availability of toilet, hand-washing and drinking water facilities
13. Provisions for medical services and first aid including emergency procedures

RECORD KEEPING:

We have taken the following steps to implement and maintain our IIPP:

1. Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action take to correct the identified unsafe conditions and work place practices, are recorded on a hazard assessment and corrections form; and
2. Documentation of safety and health training for each employee, including the employee's name or other identifier, training dates, type(s) of training, and training providers, are recorded on an employee training and instruction form

Inspection records and training documentation will be maintained according to the following checked schedule:

- For five years, except for training records of employees who have worked for less than one year
- Recordkeeping as required by Cal/OSHA
- All job related injuries and illnesses will be recorded using the new OSHA 300 log
- OSHA 300 log will be reviewed and certified by a Company executive
- OSHA 101 Supplementary Record of Occupational Injuries and Illnesses, will be replaced with the new, OSHA 301, beginning January 1, 2002
- OSHA 300A, Summary of Injuries

LADDER SAFETY PROGRAM

The array of ladder sizes and designs is a great aid to facilitate operations and maintenance. But realizing the capabilities of ladders involves choosing the right ladder for the job, using it safely, and keeping it in good condition.

Three basic considerations in ladder selection are load, size, and work site requirements. Load or “duty rating” includes both the weight of the ladder user and the materials to be carried. There are four categories of ladders established by manufacturers and labeled according to the maximum load recommended that they carry:

- Type 1A** – Extra heavy duty-rated up to 300 working pounds. Extra heavy duty applications include industry, utilities, and contractors.
- Type I** – Heavy duty-rated up to 250 working pounds. Heavy duty applications also include industry, utilities, and contractors
- Type II** – Medium duty-rated up to 225 working pounds. Medium duty applications include painting, office use, and light maintenance.
- Type III** – Light duty-rated up to 200 working pounds. Light duty applications include general household use. Light duty ladders should not be used with either scaffold planks or ladder jacks.

The designated size of a ladder can be deceiving in terms of the ladders actual reach. As mentioned earlier, overlap and additional extension must be considered in some instances. And due to the angle at which the ladder must be set up, the maximum working height is shorter than the actual length. Maximum working height must take into account the highest standing level of the ladder, and the height and reach of the user. The highest standing level on a four-foot stepladder, for instance, is recommended at just under two feet. The condition of the surface where the base of the ladder rests, and the condition of the surface that supports the top of the ladder, should also be examined. A self-supporting ladder, such as a step ladder, may be a dangerous selection if the base is uneven, slippery or loose. In such a situation, an extension ladder may be a wiser choice if it can be firmly secured to a top support.

A stair way or ladder is generally required when a break in elevation of 19 inches or greater exists. Even if ladder size and capacity is correct for an intended application, accidents will happen if it is used incorrectly. Preparation, set up, and safe climbing practices are key factors of safe ladder use.

How to properly use a ladder:

- Keep both hands on side rails when climbing
- Keep body centered between the side rails
- Do not climb the ladder from the side.
- Do not overreach (If your body isn’t between the rails, you’re overreaching).
- If you can’t reach a point move your ladder, not your body

WARNING! DO NOT “JIGGLE” OR “WALK” THE LADDER TO A NEW POSITION WHILE STANDING ON IT. GET DOWN AND MOVE IT.

- Never climb higher than the second step below the top of a stepladder.
- Avoid standing or sitting on the platform of a stepladder

There is one more aspect to the safe use of ladder maintenance. A ladder, as with any tool, must be handled, stored, and maintained properly. Dropping, jarring or misusing a ladder shortens its service life. Ladders should be stored away from heat and moisture.

Installation:

- Place the ladder in a safe location away from heavy traffic areas.
- Be sure the base of the ladder is set on firm level ground.
- The top of the ladder should extend 36 inches above the landing.
- The ladder should be secured at both top and bottom, and the area around the top and bottom shall be kept clear.
- Job made single cleat ladders shall not exceed the following lengths:
- 2”x4” lumber shall be used for side rails up to 16 feet long.
- 2”x6” lumber for rails 16 to 30 feet long.
- Width of ladders shall be at least 15 inches, but not more than 20 inches between rails.
- Rungs shall be evenly space @ 12 inches off center and support with cleats.

Use:

- When placing ladders, position the base out about one-fourth the height of the ladder.
- Always face the ladder when going up or down; and use both hands.
- Never carry tools or equipment while climbing ladders.
- Ladders must be used only for the purpose for which they were designed and shall not be loaded beyond their rated capacity.
- If your job requires you to work off a ladder, always use a harness and lanyard.
- Climb all ladders one run at a time using three points of contact.
- Report defects of any kind to your foreman. Repair or replace immediately.

Preparation:

- Ladders should be inspected upon purchase and before each use by a competent person. Rungs and side rails should be checked and either cleaned, repaired or replaced if they are broken, missing, loose, oily or greasy. All rivets and joints, nuts and bolts should be tight. Ropes, cables, pulleys and other working parts on extension ladders should be checked. Broken or bent ladders should be marked and taken out of use. Read the ladders labeling. Ladders must bear clear, durable labeling that specifies their type and duty rating. Operating instructions and certain specific hazards are also indicated.

- Evaluate personnel using ladders. The product is not the only thing that should be inspected before work begins. A number of factors, ranging from a person's age to the condition of his/her shoes, should be considered before permitting the worker to climb a ladder. Among them: Does the person have the physical ability and strength for the job? Is there a history of dizzy spells, fainting, heart problems, or other impairments? Does the person feel anxious when working at heights? Does the person clown around, take risks, or take things for granted?

Set-Up:

- Stepladder legs should be fully opened and locked securely. All supporting points should be level. Uneven points should be braced.
- Tie or hold ladder at top support point for added stability. Do not over extend ladder at the top.
- Follow the "quarter length rule" when erecting a ladder. The angle of a non-self-supporting ladder should be such that the distance between the base of the ladder and the base of the building is one-fourth the working length of the ladder. This degree of pitch optimizes resistance to sliding, strength of the ladder, and balance of the climber.
- Feet of portable ladders shall be placed on a substantial base and the area around the top and bottom of ladder shall be kept clear.
- Side rails shall extend 36 inches above the landing.
- All ladders in use shall be secured so as to prevent them from being displaced.

Climbing Practices:

- Ladders should be used by only one person at a time unless designed to support more than one person.

Fall Protection:

- Fixed ladders greater than or equal to 24 feet in height must be provided with fall protection devices.
- Fall protection should be considered when working from extension, straight, or fixed ladders greater than six feet from lower levels and both hands are needed to perform the work, or when reaching or working.

LOCKOUT/TAGOUT PROGRAM

PURPOSE:

To prevent unexpected start up that could result in injury, unless Lockout/Tagout procedures are implemented and applied. A site specific Lockout/Tagout form must be filled out before any Lockout/Tagout procedures are started. The general rules to follow are set forth below. These general rules are not all inclusive and all applicable local, state and federal regulations shall be consulted and adhered to.

STEPS TO BE TAKEN:

- Identify work to be done.
- Document special written procedures
- Provide training to employees.
- Communicate to all involved.
- Identify power source
- Shut down the equipment using normal operating controls.
- Neutralize and isolate all power at source.
- Select system to be used.
- Tagout all energy isolation devices
- Relieve or restrain all potentially stored or residual energy.
- Verify that isolation and de-energization equipment has been accomplished.
- Once verified that the equipment is at the zero energy state, work may begin.

COMPLETED PROCEDURES:

- Replace all Safe Guards
- Position all controls in the safe position
- Remove Lockout/Tagout
- And notify all personnel that Lockout/Tagout has been removed.

NOTE: AT NO TIME WILL ANOTHER EMPLOYEE REMOVE ANOTHER EMPLOYEE'S LOCK OR TAG!!!

MOTOR VEHICLES & MECHANIZED EQUIPMENT

BUSINESS MANAGER OR PURCHASING AGENT:

Purchasing Agent / D.L. Rentals is responsible for the company Safety Program as it applies to equipment management and motor vehicles. D.L. shall verify that all elements of equipment safety and security are provided for and that all equipment purchases and rentals meet the safety standards required by regulations, laws and codes. His staff shall check these elements prior to dispatch to field or job sites. As a company, we can avoid any unwanted loss incidents by training our employees on the proper way to operate vehicles and equipment.

NOT ONLY ARE MOTOR VEHICLES AND EQUIPMENT POTENTIAL HAZARDS TO EMPLOYEES, BUT EQUIPMENT DAMAGE INCIDENTS ARE FINANCIAL LOSSES.

BUSINESS MANAGER:

Equipment resources staffs (mechanics) are responsible and accountable to the Business Manager for the Safety and Loss Prevention program as it applies to **equipment and safety vehicle fleet program**. Responsibilities include the overseeing of the following procedures:

- All vehicles and equipment, company owned, or rented, dispatched to the site shall be sent in good mechanical condition and with required safety equipment installed.
- All equipment dispatched to a site shall be accompanied by operation, testing, and maintenance instructions. This is an integral part of regulations, codes, and company procedure.
- All field technicians and mechanics shall be properly instructed as to the equipment servicing and maintenance requirements.
- All recipients of light road vehicles shall be made aware of the servicing, maintenance schedule and methods of maintaining the company vehicle.
- When a point of contention arises concerning the safety limits of equipment operation, the General Superintendent, in conjunction with the Materials Manager, are responsible for authorizing the equipment operation and the proper log entry.
- Equipment resources staff shall give assistance in the investigation of equipment loss claims.

RESPONSIBILITIES:

Project staff shall:

- Ensure that motor vehicles and equipment are operated and maintained according to this policy, in addition to manufacturer's, federal, state, and local;
- Enforce the rules of this policy.

Employees shall:

- Operate vehicles and equipment for which they are qualified.
- Perform daily visual inspections on vehicles to which they are assigned;
- Keep vehicle in clean appearance status.
- Notify supervisor of any damage or incident to vehicles that are discovered.

General:

- Parked equipment shall have parking brake set.
- No modifications, which affect the capacity of safe operation of equipment, shall be made;
- Replace any damaged or worn parts/notify D.L. rentals for repairs/mechanic.
- All applicable checklists shall also be completed, and turned in to supervisor or foreman
- Correct all safety defects prior to using vehicle.

Vehicle/equipment safety equipment:

- Every vehicle with Roll Over Protective Structures (ROPS) must have a seat belt,
- Wear seat belts in all vehicles at all times while the vehicle is in motion;
- Equip construction equipment on the jobsite with an audible reverse signal alarm and ensure that it is functional;
- All rubber-tired vehicles shall be equipped with fenders.

Cranes and Rigging:

The purpose of this policy is to implement safe working procedures for working on or around cranes and rigging systems. This policy will encompass not only company employees, but subcontractor crane requirements as well.

RESPONSIBILITIES:**Project staff shall:**

- Ensure that operators of cranes meet the requirements NCCCO Cal/OSHA certification program requirement;
- Ensure that cranes are operated safely according to the specifications of unit;
- Purchase crane hardware and rigging specific to corporate specifications;
- Follow company policy when planning multi-crane lifts;
- Follow Cal/OSHA regulations when using suspended personnel platforms;
- Follow Cal/OSHA regulations when using job- made lifting devices are being used;

Job Superintendent shall:

- The job superintendent is responsible for ensuring that the manufacturer's, and regulatory agency requirements are met in the operation and servicing of cranes and selection of operators;
- Only trained experienced and competent personnel uses, maintains, and stores rigging and its components.

Designated Operators shall:

- Only operate cranes to which they have been assigned;
- Operates cranes safely according to Cal/OSHA requirements.
- Perform a daily visual and documented inspection on the crane to which they are assigned;
- Practice good housekeeping in and around the crane to which they are assigned;
- Be responsible for maintaining inspection and service records as well as proper load charts and operators manual inside the crane.

General Requirements:

- The operator must read and understand the operators' manual and maintenance manual supplied with and considered part of the machine/equipment.
- The operator must be skilled and experienced in the operation of cranes and must be thoroughly familiar with the controls, power system, and capability of the specific model;
- At all times operation of the machine must be in accordance with the capacity charts, rigging drawings, and wire rope chart applicable to that machine;
- Booms, jibs, and pendants, must be properly assembled and maintained as described in the operators and maintenance manual;
- Operator must be certified in accordance with all Cal/OSHA regulations.
- Operators must make thorough daily visual inspections and a written report on any deficiency to the maintenance department for repair or replacement of any defective part impairing the safe operation of the crane before using the equipment. If the equipment cannot be properly repaired the equipment is "red tagged" and taken out of service.
- Outriggers must be fully extended and tires lifted free of the ground before making any lifts;
- When traveling a crane, the load block must be tied back to the machines rotating bed(housing)
- Use a signalman when traveling or maneuvering in tight quarters;
- When using two or more cranes for a single pick, careful planning is mandatory.
- Avoid swinging over people whenever possible ;
- Use taglines to control loads;
- Use only one man to give standard crane signals;
- Never leave the cab with a load suspended;
- Do not leave the cab with the engine running
- Cranes must be located so that no part of the machine will come within 10 feet of high voltage lines, or as required by law.
- A hydraulic crane boom must be telescoped equally at all times;
- With hydraulic cranes, we discourage traveling with a load; follow manufacturers guidelines
- All cranes are to use the shortest boom possible for the work at hand;
- Booms are to be repaired per manufacturer recommendations, but under no circumstance will a sling be repaired the sling must be replaced;
- Wire rope will be taken out of service when any of the following conditions exist:
 - in running ropes, six randomly distributed broken wires in one lay, or three broken wires in one strand in one lay;
 - kinking or crushing resulting in distortion of the rope structure;
 - evidence of any heat garage;

Crane Signaling:

Precautions:

- Only one person is to be a signalman at anyone time.
- The signalman must be either in full view of the operator or in constant uninterrupted radio contact at all times during hoisting;
- Signalman must warn others in the area when hoisting loads, he must also keep all unauthorized persons outside the cranes operating radius;
- Constant communication must be kept between the signalman and the crane operator, either visually with hand signals or audibly by radio;
- If the operator losses contact eye/or audio with the signalman for any reason, he must immediately stop the movement of the crane/load until restoring communications.

Safe Operating:

General:

- do not alter the machine by adding extra counterweight;
- have the operator check the controls before making the first pick each shift;
- Never attempt to make adjustments, repairs or replacements without first stopping the engine
- caution must be used at all times to prevent “two blocking” when telescoping the boom;
- Use extra caution on units equipped with an auxiliary hoist. Due to the caution that is required to avoid “two-blocking”, only one winch should be used unless both lines are required for the work;
- position the crane so the shortest boom possible can be used and booming is kept to a minimum;
- use standard crane signals given by one person only;
- test the brakes and machine stability, check the boom up and down with the load in a safe position; this is not a method to check the load weight;
- keep swing speeds slow when handling heavy loads; never pick loads of unknown weight
- make vertical lifts only;
- Never attempt to drag a load.

Capacities:

- Analyze every pick and **never exceed** the rated capacity. Take the time to be sure, don’t guess; determine the weight of the load and the working radius and consult the capacity chart;
- be aware of the lifting capacity of the equipment for various operating radii and the weight of all loads to be lifted;
- **Knowing the weight of the pick and the radius is an absolute must.**

Outriggers:

- Use all outriggers on every pick and make sure the machine is level.
- Outriggers extend just as far with the engine running at one-throttle as they do at full throttle. The use of full throttle to set the outriggers or telescope the boom should be avoided, as it only increases engine wear, wastes fuel and creates additional noise.
- Outriggers should be firmly set and, when necessary, firmly blocked with wooden blocking/cribbing. Always block under the pads, never under the outrigger arms;
- Never lift loads by telescoping the boom or booming up. Where additional line pull is required to lift the load, add additional part of line;
- Booms are designed for vertical lifts only and they will not stand side loading;
- Jibs- never travel with any load on the jib;

Crane Traveling with Loads:

- The foreman is responsible for obtaining approval from his superintendent prior to traveling with a load;
- the operator has the responsibility for the rig and is not to walk with loads under conditions that may cause the rig to become unstable or create any hazard to personnel or equipment;
- the superintendent shall determine a crane movement plan addresses equipment and personnel safety;
- the plan should include consideration of load size, shape, weight, position, security of rigging, terrain, soil, outrigger location/position, ground personnel, boom angle and radius, traffic, speed of movement, power lines, and all other variables that might affect safety.

CRANE SAFETY IS COMMON SENSE AND NO RULE CAN COVER ALL SITUATIONS. IF WE ERROR, THEN IT MUST BE ON THE SAFE SIDE. ROUTINE HANDLING OF SMALL TOOL

BOXES, WELDER BOXES, BOTTLES, ETC... THAT IN GENERAL WEIGH LESS THAN 1000 POUNDS ARE EXEMPT FROM THE ABOVE UNLESS THE TERRAIN, SOIL OR OTHER CIRCUMSTANCES REQUIRE ADDITIONAL CONSIDERATIONS:

However the following guidelines shall always apply:

- boom retracted as far as possible
- load tied off
- load carried over the front;
- travel speed slow
- the load should be kept as close to the ground as possible

Load Handling:

- all loads are to be properly rigged to prevent the dislodgement of any part;
- suspended loads must be securely slung and properly balanced before set in motion;
- Keep loads under control at all times. Guide or tag lines must be used on all loads to prevent rotation and maintain control of the load at all times,
- loads must be safely landed and properly blocked before removing the rigging;
- any lifting device used must be plainly marked with it's weight, designed working load , and should only be used for it's designed purpose
- Never wrap the hoist rope around the load. Attach the load with a hook, slings, or other rigging devices that are adequate for the load being lifted;
- wear leather gloves when handling wire rope cable;
- make all people aware of loads being hoisted by using horns, and audible alarms when ever load is in motion;
- lower the loads onto adequate blocking to prevent damage to the slings

OPERATING Near Overhead Power Lines:

General:

This section applies to all boom-type equipment procedures and should be distributed to all company employees who may have occasion to operate equipment that is capable of coming within 10 feet of high voltage lines.

Working near Overhead Power lines:

- Adherence to company policy that cranes be located so that no part of the rig can come within 10 feet of any energized power line, unless the state code requires a greater separation is maintained.
- A complete job survey must be made of all high voltage lines within the job limits prior to beginning work/during preconstruction preferred;
- On all jobs where cranes are in use, all Power lines crossing the work area, shop areas and access roads shall be signed. Signs must be placed on either side of the lines a sufficient distance away so that the longest boom on the job cannot come within 10 feet of the lines from the point where the sign is installed;

IF IT IS NECESSARY TO WORK A CRANE IN CLOSE PROXIMITY TO ENERGIZED ELECTRICAL CONDUCTORS THE FOLLOWING SHALL APPLY:

- Before starting operations near energized power lines, notify the power company and determine if it is

- at all possible to have the lines de-energized for the period of time you will be working close to them;
- In cases where the power company will not de-energize the lines serious consideration should be given to relocating the lines.
- If it is not possible to have the lines de-energized, consideration must be given to the use of one or more of the following:
 - The erection of physical barriers to prevent any portion of the rig or load making contact with the line;
 - The use of cage –type boom guards, boom insulators, insulated hooks, proximity warning devices, swing limiters, and positive tie-downs to prevent swinging into the lines;
 - The nature of the operation, the length of time and the number of power lines in the area should dictate which device or devices are to be used;
- **CAUTION- THE USE OF ANY OF THE DEVICES DESCRIBED ABOVE DOES NOT MEAN THAT YOU CAN RELAX YOUR PROCEDURES. SINCE THESE DEVICES ARE NOT FAIL SAFE, FOLLOW THE SAME PRECAUTIONS NORMALLY USED IN THESE CIRCUMSTANCES REGARDLESS OF WHAT SAFETY DEVICES ARE INSTALLED ON THE CRANE.**
- The foreman will act as signalman and the oiler's sole responsibility will be stand alongside the signal man and watch the boom and wires.
- If the oiler is otherwise engaged (such as moving a truck crane forward), a reliable member of the crew will be given this responsibility; and
- Supervision, operators, oilers, and all other members of the work crew must be thoroughly familiar with the proximity to energized power lines and thoroughly indoctrinated on the correct procedures to follow in the event the crane does not make contact with the power line.

Critical Lifts with Mobile Cranes and Derricks:

Critical lifts with mobile cranes can be extremely hazardous and require special care and attention.

Critical lifts are defined as follows:

- Any lift in excess of 80 percent of the machine's maximum rated capacity at the maximum required radius.
- Lifts requiring the coordination of multiple cranes working in unison.
- Lifts of an extremely hazardous nature.
- Any lift determined by the project Manager/Engineer to require a critical Lift Plan.

Before attempting lifts in this category, the project manager, business manager or Superintendent must arrange for a properly documented lifting procedure, the operation must have a pre-lift meeting to address what is being done and how it should take place along with what everyone will be doing and what safety issues are involved. These procedures must be prepared / reviewed by crane operator, rigger, and work crew. A generic procedure can be prepared to address a series of similar lifts. (JSA)

Crawler Cranes:

- Due to the size and restricted mobility of crawler cranes, it is imperative that every move be planned;
- Never travel a machine on a jobsite, in a congested area or around people without first assigning a qualified person to signal;
- The signal man will be responsible for determining and controlling speed of the move.
- The operator should signal his intentions to move by sounding the horn; two blasts for forward; three for reverse;
- Never travel or swing the crane without first making sure that everyone is clear and a safe distance away

from the rig;

- Never get on or off the crane while it is in motion;
- Watch for narrow spots and low clearances; ensure that the signal man is safely out in front of the crane in full view of the operator at all times. Reduce speed when maneuvering in tight quarters.
- After the crane has been positioned, accessible areas within the swing radius of the super structure of the crane shall be barricaded to prevent employees from being struck or crushed by the crane.
- Watch out for overhead obstructions such as low bridges, overhangs and power lines.

Wire Rope:

- Stay within the manufacturers' recommendations for wire rope. Obtain wire rope certifications with every rope put on crane. This certification should show working strength, minimum/maximum breaking strength of wire rope.

Crane Swing Radius Barriers

- All truck mounted and crawler cranes working in SSC Construction Projects shall provide swing radius barrier protection. This applies to all cranes, company owned and rentals;
- Rough terrain cranes may require swing protection should counter weight pose a safety hazard. Radius protectors should be attached to the crane, as temporary swing protectors tend to not be moved with when crane moves;

Crane Operators:

- Document the daily visual inspections of ;
 - Crane
 - wire rope, rigging and hook;
 - control functions
- meet with work crew members and person in charge of the operation;
- know where work crew is going and what they are going to do;
- know who the signal man will be;
- -anti-two block device are required on all cranes;

Rigging Safety:

Knowledge of the equipment and materials with which we work is one of the most important factors in accident prevention. Each piece of equipment and material has been designed and developed to serve a specific purpose and knowledge of what it can and cannot do, not only improves efficiency, but also eliminates hazards;

IT IS THE RESPONSIBILITY OF MANAGEMENT AND SUPERVISORS TO ENSURE THAT THE MEN WHO PREPARE, USE AND WORK WITH OR AROUND CRANES ARE WELL TRAINED IN BOTH SAFETY AND OPERATING PROCEDURES.

General:

- Management and supervision must also ensure that the men who direct, rig and handle loads have received training in the principles of the operation, and that they are able to establish weights and proper rigging gear suitable for the loads to be lifted and are capable of directing the movement of the crane and load to ensure the safety of all personnel;
- All rigging operations must be planned and supervised by competent personnel to ensure that the best

methods and most suitable equipment are used;

- The supervisor is responsible for proper rigging of the load; assuring rigging equipment meets the load criteria for the job and is in safe condition.
- The supervisor shall ensure correct assembly of rigging material or equipment as required during the operation, such as the correct installation of lifting bolts etc...and
- Safety of the rigging work crew and other personnel as they are affected by the rigging operation.

Rigging Equipment:

- know the safe working load of all your rigging equipment and never exceed its limit;
- determine the load weight before rigging it;
- inspect all rigging equipment before using it;
- destroy defective equipment
- never commence with a rigging or hoisting operation when any doubt exists as to the safety of the personnel affected by the lift;
- When weather conditions are such that the safety of the work crew is affected, all rigging and hoisting must stop immediately. When winds approach 30 mph or lightning is in the area, serious consideration should be made to stop operations;
- All rigging hardware such as shackles and eye bolts must be made of forged alloy steel. The sizing of shackles, like most other rigging hardware, is done by the diameter of the steel in the bow section, rather than the pin size. Never replace the shackle pin with a bolt and never allow a shackle to be pulled at any angle, because this would tremendously reduce its capacity.
- Destroy all shackles worn in the crown or the pin by more than 10% of the original diameter.

Wire Rope Slings:

- use only wire rope slings made with eyes and steel swages;
- the life and safety of slings and their contribution to the overall safety and security of rigging operations can be greatly increased by taking care in their application;
- never use damaged slings or chokers;
- all slings chokers and other rigging equipment must be given thorough periodic inspections as well as daily inspections for signs' of wear and abrasion , broken wires, or cracked fittings, loose sizing and splices, kinking, crushing, flattening and corrosion;
- special care should be taken when inspecting areas around thimbles and fittings, since these areas are the most likely to become damaged;
- all slings must be identified with their maximum capacity rating;
- all slings over $\frac{3}{4}$ " diameter must have certification with sling at time of purchase;
- loops, thimbles and softeners must be used to prevent the sling from being sharply bent or cut; never allow wire rope to lie on the ground for any length of time;
- Avoid dragging rope slings from beneath loads or any rigging-webing, etc...
- keep all rope away from flame cutting and electric welding operations;
- avoid contact with solvents and chemicals;
- never use slings that are knotted or kinked;

Nylon /Synthetic:

- Do not use nylon/synthetic slings for general rigging. They are to be used only for those lifts that require special handling, such as tubular or angle booms, piping etc... While nylon/synthetic slings are easy to use, they have some definite disadvantages that can lead to serious problems, such as, subject to

deterioration from weather. Nylon/synthetic slings are harder to inspect due to the external cover that is on many of the slings. The cover gets worn and torn but too often the sling itself is not inspected and we end up with slings that have internal damage;

- Do not use nylon/synthetic slings to handle objects with sharp corners, as they tend to cut the slings, Since the majority of the objects we rig have sharp corners we must not use nylon/synthetic slings;
- Another important consideration is the cost. The nylon/synthetic sling cost approximately 70% more than a compatible wire rope sling; all nylon/synthetic slings must have indenture thread or indicator system when damaged;
- All nylon/synthetic slings must be identified with their maximum capacity rating;
- Loops, thimbles, and softeners must be used to prevent the sling from being sharply bent or cut;
- Never use nylon/synthetic slings to handle rebar or iron with sharp edges which could damage or cut the sling;
- Never allow nylon/synthetic sling to lie on the ground for any length of time. Avoid dragging nylon/synthetic slings from beneath loads;
- Never allow nylon/synthetic slings to be in prolonged periods of sunlight (as ultraviolet light adversely affects the slings ;)

Lifting Procedures:

The following factors (at a minimum) should be considered in reviewing and preparing lifting procedures:

- a. Make, model and configuration of the boom and outriggers.
- b. Size, weight and center of gravity of the load to be lifted.
- c. Size and weights of rigging, headache balls and extended wire rope.
- d. Levelness of the crane (cranes more than one degree out of level must be derated).
- e. Ground conditions, soil bearing capacities.
- f. Crane mat design if required.
- g. Wind effects and the cross-sectional area of both the load and boom.
- h. Other environmental conditions such as temperature.
- i. Rigging plan.

THE COMPANY WILL NOT TRANSPORT PERSONNEL WITH CRANES EXCEPT IN CASES OF MEDICAL EVACUATION OR WITH THE EXPRESS WRITTEN APPROVAL OF THE SAFETY DIRECTOR.

Vehicle Operation Refer to Fleet safety Program for Additional Policies and Procedures:

Authorized Use of Vehicles:

Company vehicles are to be operated lawfully and safely at all times. The use of company vehicles is prohibited when the driver is fatigued or has consumed alcoholic beverages or drugs causing impairment.

Our insurance carrier may deny vehicle operator authorization because of a previous poor-driving record.

Passengers:

Business associates relatives and friends may be carried as passengers. **HITCHHIKERS OR STRANGERS ARE NOT TO BE PICKED UP.** The company vehicle is not to be used for car pools which involve non-company employees. Compensation shall not be accepted from any individual for carrying passengers or material as it may invalidate the insurance on the vehicle. Those assigned company vehicles will be held personally responsible if the above limitations are not followed.

Insurance:

The vehicle as assigned is insured under a policy that protects the company and anyone operating the vehicle with the company's authorization. However, should drug or alcohol impairment be the cause of an accident, or if an unauthorized person was driving, the aforementioned coverage may be denied by the insurance carrier and the company.

The following steps are to be taken in the event of a vehicle incident:

- Vehicle Accident Reporting Procedures
- **STOP AT ONCE** Check for injuries. Offer assistance to any injured parties.
- Notify local law enforcement agency – 911 if someone is injured.
- Each vehicle is equipped with an “Accident Report Package”. Please complete all pertinent items on **Form 920 (Incident Investigation Report)**, and **Form 921 - “Vehicle Accident Report” vehicle/property/public form**, and **Form 913 - Equipment Incident Investigation Report**
- **NOTE: USE APPROPRIATE FORM IF ANY DOUBT CALL THE SAFETY DIRECTOR.**
- A camera has been provided to take photos of the scene. (DO NOT TRUST YOUR MEMORY)
- If the other party cannot provide insurance information, this is cause for concern/heads up, notify law enforcement.
- Notify your immediate Supervisor as soon as possible.

WARNING!

DO NOT:

ARGUE WITH OTHER DRIVER/DRIVERS

DO NOT DISCUSS WHO IS AT FAULT OR ADMIT DISTRACTION.

DO NOT RETALIATE IN ANY WAY.

The assigned operator shall have verified that the vehicle registration and the company **form 921 - “Vehicle Accident Report Package”** is in the vehicle. Proper identification and insurance cards are also required.

The following steps are to be taken in the event of a vehicle incident:

- Someone should be instructed to safely direct traffic around the scene of the accident.
- Injured persons shall be attended to. First aid should not be rendered unless the operator or others are properly trained.
- Medical assistance shall be called if necessary.
- The police shall be called. The scene of the accident shall not be left until the police arrive.
- The make, year, model, license number, and insurance company of the other vehicle(s) shall be written down.
- The Safety Director or D&L representative is to be called immediately to report the accident. They can assist with advice and documentation. Take pictures of the scene...
- Information is not to be volunteered, nor are specific questions to be answered (unless asked by the police). Papers are not to be signed nor blame accepted.
- All reports and written communications are to be given to the Safety Director or D&L as soon as possible to forward to payroll department and start a file/and initiate repairs.

Vehicle Inspect:

- Vehicles must be maintained in accordance with company equipment policies, including a daily walk-around before the vehicle is moved (refer to SSC Fleet Safety Program)
- All vehicles must be kept clean and washed treat company vehicle as if it was your own.

Driving Privileges:

The use of the company vehicle is both a benefit and a necessity. A valid driver's license is necessary. Driving privileges will be revoked if sufficient demerit points are accumulated, if a serious accident is attributed to the operator's poor judgment, or if an accident is caused by the consumption of alcohol or an illegal substance. (Refer to Fleet safety Program)

OCCUPATIONAL HYGIENE / ENVIRONMENTAL

HYGENE:

Health hazards, occupational factors or illnesses arising in and from the workplace, which may cause impaired health and well being, sickness or significant discomfort and inefficiency, will be identified and controlled.

ENVIRONMENTAL:

You should make every reasonable and practicable effort to protect the environment from the negative effects of contaminants, which are used as part of SSC Construction and operation activities.

ALL INCIDENTS THAT COULD NEGATIVELY IMPACT THE HEALTH OF ANY WORKER OR THE ENVIRONMENT MUST BE REPORTED TO YOUR SUPERVISOR.

HEAT ILLNESS PREVENTION:

Definitions:

- **Acclimations:** Temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.
- **Environmental Risk Factors for Heat Illness:** Working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat sources, such as the ground, air movement, workload severity and duration, protection clothing and personal protective equipment worn by employees;
- **Heat Illness:** A serious medical condition resulting from the body's inability to cope with a particular heat load and includes heat cramps, heat exhaustion, and heat stroke.
- **Personal Risk Factors for Heat Illness:** Factors such as an individual's age, degree of acclimation, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medication that affect the body's water retention or other physiological response to heat;
- **Preventive Recovery Period:** A period of time to recover from the heat in order to prevent heat illness.
- **Shade:** Blockage of direct sunlight. Canopies, umbrellas, and other temporary structures or devices may be used to provide shade. (Request from foreman).One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool. For example-a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with air conditioning.

Acclimatization:

The ability to acclimatize varies among workers. Generally, individuals in good physical condition acclimatize more rapidly than those in poor condition. Approximately one week of gradually increasing the work load and time spent in the hot environment will usually lead to full acclimatization. On the first day the individual performs 50% of the normal workload and spends 50% of the time in the hot environment. Each day an additional 10% of the normal workload and time is added so that by day six, the worker is performing the full workload for an entire day. The exposure time should be at least two hours per day for acclimatization to occur.

Provision of Water:

SSC Construction will provide access to potable water for our employees. When environmental risk factors for heat illness exist, water will be provided in sufficient quantity at the beginning of the work shift to provide one quart per employee per hour for drinking for the entire shift (one gallon every four hours). Employees may begin the shift with smaller quantities of water if they have effective procedures for replenishment during the shift as needed to allow employees to drink one quart or more per hour. The frequent drinking of water shall be encouraged. Employees are also encouraged to begin drinking water prior to work.

Access to Shade:

Employees suffering from heat illness or believing a preventative recovery is needed, shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling for a period of no less than 5 minutes. Such access to shade shall be permitted at all times. Examples of shade areas are offices or shop buildings or vehicles with air conditioning. When working in remote areas where shade is not readily available, supervisors shall ensure that vehicles with operative air conditioners are available at the remote worksite or an alternative device (canopy, umbrella) is available at the remote worksite.

Heat Rash:

Heat Rash (Prickly Heat) is a red or pink rash usually found on body areas covered by clothing. It can develop when the sweat ducts become blocked and swell and often leads to discomfort and itching. Heat rash is most common in babies, but it may affect adults in hot, humid climates.

- Symptoms

- Adults usually develop heat rash in folds of skin and wherever clothing causes friction (*i.e. neck, shoulders and chest, but it can also occur in the armpits, elbow creases and groin*).
- Heat rash looks like dots or tiny pimples. The rash areas can get irritated by clothing or scratching, and, in rare cases, a secondary skin infection may develop.
- If you have heat rash, be sure to watch for signs of infection including:
 - Increased pain, swelling, redness, or warmth around the affected area.
 - Red streaks extending from the affected area.
 - Drainage of pus from the area.
 - Swollen lymph nodes in the neck, armpit, or groin.
- Fever of 100 degrees F (37.8 degrees C) or higher, or chills with no other known cause.
- If any of these symptoms develop, contact your direct manager immediately.

Heat rash can usually be identified by its appearance and does not usually require medical attention. But if it doesn't go away after 3 or 4 days, or if it appears to be getting worse, contact your direct manager immediately.

Heat rash typically heals on its own. The following steps can help relieve symptoms:

- Start by removing or loosening clothing and move to a cool, shady spot.
- Let the skin air-dry instead of using towels.
- Get to an air conditioned area.
- Once the skin is cool and dry again, DO NOT USE any type of oil-based products, lotions and ointments, these might block your sweat glands, or can irritate the skin.
- DRINK PLENTY OF WATER TO KEEP THE BODY COOL AND HYDRATED.

SSC CONSTRUCTION, INC. TAKES THIS VERY SERIOUSLY. IT IS IMPORTANT THAT YOU KEEP OPEN COMMUNICATION WITH YOUR DIRECT MANAGER. IF YOU EXPERIENCE ANY

OF THE ABOVE SYMPTOMS SPEAK WITH MANAGER IMMEDIATELY.

Fainting:

(Heat Syncope) is fainting as a result of overheating (syncope is the medical term for fainting). Heat syncope is caused by mild overheating with inadequate water. Fainting is caused by a sudden reduction in blood flow to the entire brain. The brain stops working when blood flow stops for more than a few seconds. Those who faint are unable to maintain posture: they fall to the floor or slump in a chair when they lose consciousness, and then they become alert again.

- Symptoms before Fainting Occurs:
 - Dizziness,
 - Lightheadedness
 - Flushing
 - Nausea
 - Excessive Sweating
 - Palpitations
 - Rapid Pulse
 - Weakness or,
 - Fatigue
 - Dehydration
- Symptoms that may occur after Fainting Occurs:
 - Confusion
 - Lethargy
 - Excessive Sleepiness
 - Nausea
 - Vomiting

Heat syncope often occurs in individuals that are unacclimatized to the heat; therefore, individuals should gradually acclimatize over 10-14 days by progressively increasing duration and intensity of work.

If you see an employee experiencing any of the above listed symptoms be sure to help the employee get to a shaded/cool area, monitor vital signs, rehydrate and contact your direct manager immediately. Anyone who experiences these symptoms, if tended to immediately he/she should recover within 15-20 minutes. If symptoms do not change, contact medical response immediately.

HEAT ILLNESS SYMPTOMS AND FIRST AID:

Heat Cramps:

- Symptoms:
 - painful spasms, usually in leg and abdominal muscles;
 - heavy sweating

First Aid:

Get the victim to a cooler location. Lightly stretch and gently massage affected muscles to relieve spasms. Give sips of up to half glass of cool water every 15 minutes (do not give liquid with caffeine or alcohol). Discontinue liquids if victim is nauseated.

Heat exhaustion:

- Symptoms:
 - Heavy sweating, but skin may be cool, pale, or flushed. Weak pulse. Normal body temperature is possible, but temperature will likely rise. Fainting or dizziness, nausea, vomiting, headaches (maybe brief loss of consciousness).

First Aid:

Get victim to lie down in a cool place. Loosen or remove clothing. Apply cool, wet cloths, fan or move victim to air conditioning place. Give sips of water if conscious. Be sure water is consumed slowly.

Heat Stroke:

- Symptoms:
 - High body temperature(105+) hot, red, dry skin, rapid weak pulse; and rapid shallow breathing, victim will probably not sweat unless victim was sweating from recent strenuous activity

First Aid:

Call 911. GET THE VICTIM TO A HOSPITAL as DELAY CAN BE FATAL. Watch for breathing problems.

Heat Index (Apparent Temperature) Chart

The **Heat Index (HI)** is the temperature the body feels when heat and humidity are combined. The chart below shows the HI that corresponds to the actual air temperature and relative humidity. (NOTE: This chart is based upon shady, light wind conditions. **Exposure to direct sunlight can increase the HI by up to 15°F.**) (Due to the nature of the heat index calculation, the values in the tables below have an error of +/- 1.3°F.)

Heat Index	General Effect of Heat Index on People in Higher Risk Groups
80 to 89° - Caution	Fatigue possible with prolonged exposure and/or physical activity.
90 to 104° - Extreme Caution	Sunstroke, heat cramps and heat exhaustion possible with prolonged exposure and/or physical activity.
105 to 129° - Danger	Sunstroke, heat cramps or heat exhaustion likely, and heatstroke possible with prolonged exposure and/or physical activity.
130° or higher - Extreme Danger	Heat/sunstroke highly likely with continued exposure.

		Relative Humidity (in percent)																				
		0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
Air Temp (in F)	140	125																				
	135	120	128																			
	130	117	122	131																		
	125	111	116	123	131	141																
	120	107	111	116	123	130	139	148														
	115	103	107	111	115	120	127	135	143	151												
	110	99	102	105	108	112	117	123	130	137	143	150										
	105	95	97	100	102	105	109	113	118	123	129	135	142	149								
	100	91	93	95	97	99	101	104	107	110	115	120	126	132	138	144						
	95	87	88	90	91	93	94	96	98	101	104	107	110	114	119	124	130	136				
	90	83	84	85	86	87	88	90	91	93	95	96	98	100	102	106	109	113	117	122		
	85	78	79	80	81	82	83	84	85	86	87	88	89	90	91	93	95	97	99	102	105	108
80	73	74	75	76	77	77	78	79	79	80	81	81	82	83	85	86	86	87	88	89	91	
75	69	69	70	71	72	72	73	73	74	74	75	75	76	76	77	77	78	78	79	79	80	
70	64	64	65	65	66	66	67	67	68	68	69	69	70	70	70	70	71	71	71	71	72	

		Dew Point (in F)																											
Air Temp (in F)		60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85		
	104	110	110	110	110	110	110	111	112	113	114	115	116	117	118	119	121	122	124	125	127	128	130	132	133	136	137		
	102	108	108	108	108	108	108	109	110	110	111	112	113	114	116	117	118	119	121	122	124	126	127	129	131	133	136		
	100	106	106	106	106	106	106	106	107	108	109	110	111	112	113	114	115	117	118	119	121	123	124	126	128	129	132		
	98	103	103	103	103	103	103	104	105	105	106	107	108	109	110	111	113	114	115	117	118	120	121	123	125	127	129		
	96	101	101	101	101	101	101	101	102	103	104	105	106	107	108	109	110	111	112	114	115	117	118	120	122	124	127		
	94	98	98	98	98	98	98	99	100	100	101	102	103	104	105	106	107	108	109	111	112	114	115	117	119	122	124		
	92	96	96	96	96	96	96	97	97	98	99	99	100	101	102	103	104	105	106	108	109	110	112	114	116	119	121		
	90	94	94	94	94	94	94	94	95	95	96	97	98	98	99	100	101	102	103	105	106	107	109	110	113	116	117		
	88	88	88	88	88	89	89	90	90	90	91	92	93	94	95	96	97	98	99	100	101	103	104	106	108	110	112	114	
	86	86	86	87	87	87	88	88	89	89	90	91	91	92	93	94	95	96	97	98	100	101	102	104	106	108	110		
	84	84	84	85	85	85	86	86	87	87	88	88	89	90	90	91	92	93	94	95	96	97	98	100	101	103	-		
	82	82	83	83	83	83	84	84	85	85	86	86	87	87	88	88	89	89	90	91	92	93	94	95	-	-	-		
80	80	81	81	81	82	82	82	82	83	83	83	83	84	84	85	85	85	86	86	87	87	-	-	-	-	-			

PERSONAL PROTECTIVE EQUIPMENT (PPE)

GENERAL:

The purpose of this policy is to establish guidelines for the use of personal protective equipment (PPE). Although PPE can prevent an employee from injury or illness, always consider engineering and administrative controls first before relying on PPE.

Responsibilities:

Project Staff shall:

- Evaluate operations for application of engineering controls as a first line of defense before using personal protective equipment as a means of protection from the hazard.
- Enforce the use of personal protective equipment by craftsman
- Employee shall:
 - Wear all personal protective equipment provided to them by their supervisor when deemed necessary.
 - Return old used personal protective equipment in exchange for a new issue.

PROCEDURE:

Hardhats:

- Bump caps are not allowed as head protection from falling objects.
- Wear hardhat at all times on the project site.-NO EXCEPTIONS.
- A hard hat must be replaced if it has been damaged, cracked or received a heavy blow.
- At no time shall any type of baseball cap be worn underneath a hardhat.
- Discuss the Site specific policy at time of hire and give copy of policy upon hire.
- Do not paint or drill the hard hat.
- Suspensions must be replaced annually
- The shell of the hardhat must be replaced 5 years after the date of first use, Not the date of manufacture,
- Discuss the PPE policy at the time of hire.

Safety Glasses:

- Employees who have prescription glasses must wear goggles or face shields when machines or operations present potential eye or face injury.
- Safety glasses are a job site company- wide requirement unless otherwise specified. Wear safety glasses at all times on the project site.
- All eye protection must meet ANSI Z-87.1
- Safety glasses are a jobsite company- wide mandatory requirement. Wear safety glasses at all times on the project site.

Face shields:

- Face shields must be worn when exposure from work operations creates airborne particulates and;
- These operations include, concrete chipping; cutoff saw operation; grinding; and any cleaning

operation with the use of compressed air.

Welding Hoods:

- Wear welding hoods at all times during welding operations.

Cutting Goggles:

- Cutting goggles must be worn during burning operations.
- Cutting goggles must be cupped to protect against slag and sparks;
- Safety glasses do not meet this requirement.

Filter Lens Shade:

Operations	Protectors	Typical Filter Lens Shade
Electric Arc	Welding Helmet, Hand Shield	10 to 14
Gas	Welding Goggle, Face Shield, Helmet, Hand Shield	4 to 8
Cutting	Welding Goggle, Face Shield, Helmet, Hand Shield	3 to 6
Torch Brazing	Welding Goggle, Face Shield, Helmet, Hand Shield	3 to 4
Torch Soldering	Welding Spectacles, Face Shield	1.5 to 3

Refer to ANSI/ASC Z49.1-88 Standard for additional information.

Standard can be obtained by writing to: American Welding Society, 550 N.W. LeJuene Road, Miami, Florida 33126.

(ANSI) American National Standards Institute and (ASC) Accredited Standards Committee

WARNING: ALL WELDING HELMETS AND FACE SHIELDS MUST BE WORN WITH SPECTACLES AND/OR GOGGLES. THESE CHARTS ARE NOT INTENDED TO BE THE USER'S SOLE REFERENCE IN THE SELECTION OF EYE AND FACE PROTECTORS.

Refer to ANSI Z87.1-1989 Standard for additional information.

American National Standards Institute (ANSI) standards are shown throughout this section in the absence of other applicable local safety legislations/Cal/OSHA standards will take precedence.

When operations and/or policies dictate the use of personal protective equipment, it will be used in accordance with applicable standards for worker protection.

The Subcontractor Supervisor and Project Superintendent shall monitor and evaluate the use and effectiveness of all personal protective equipment.

Basic Personal Protective Equipment

It is the responsibility of the Superintendents and the Subcontractors to review personal protective equipment requirements and availability at each project location.

Basic personal protective equipment may include:

- Hard hats – must meet ANSI Class B type, Z89.1-1969
- Safety footwear/good heavy leather, work boots that rise ABOVE the ankle must be worn on the job; wear foot guards when handling or running hand tampers (whackers, jackhammers)
- Wear chaps when using a chain saw or chop saw to give additional protection to the legs.
- Lanyards and rope grabs
- Full body safety harnesses
- Respiratory protective equipment, as dictated by project hazard
- Dust masks
- Safety glasses, goggles, mono-goggles or face shields with hard-hat adapters
- Hearing protectors
- Cutting goggles
- Welding hoods with hard-hat adapters and proper lens
- Welding jackets and sleeves gloves

NOTE: THE ABOVE LIST REPRESENTS A CROSS SECTION OF PERSONAL PROTECTIVE EQUIPMENT, WHICH MAY BE REQUIRED. ADDITIONS OR DELETIONS MAY BE NECESSARY DEPENDING UPON SITE CONDITIONS.

Selecting Personal Protective Equipment:

- Personal protective equipment will meet the following requirements:
- Provide desired protection against the hazard to which the worker will be exposed.
- Maximum comfort coupled with minimum weight.
- Minimum restrictions of essential body movement and vision requirements.
- Durability.

Protective Clothing:

- Wear high visibility t-shirt while on project and/or reflective vests at all times while engaged in traffic control.
- Wear rubber, neoprene, vinyl or other protective material suits to protect employees when they are exposed or working in or around wet conditions, acids, corrosives, chemicals and dusts.
- Wear U.S. Coast Guard approved life jackets vest when working near deep or fast moving water, or any time the danger of drowning exists.
- When an employee removes his/her protective clothing gear he/she must:
- Inspect it for damage, report anything that is torn or worn (**Note Fall protection Equipment**)

Hand Protection:

- Leather work gloves will be issued when needed or requested by an employee. Issue gloves to all appropriate employees during operations such as chipping, drilling, jack hammering operations.
- Neoprene rubber or vinyl gloves will be issued to protect against chemicals.
- Check MSDS's for specific instructions on which type you need for protection:

- And for best protection-check gloves before wearing, make sure they fit properly, gloves with straps used as tightening devices should never be used as they may get entangled in machinery or equipment.

Foot and Leg Protection:

- Good heavy leather, work boots that rise ABOVE the ankle must be worn on the job site-No tennis Shoes.
- Wear foot guards when running hand tampers / metal torsals when using jumping jacks or jackhammers.
- Wear chaps when using a chain saw or chop saw to give additional protection to the legs.
- Shin guards and other protective equipment are available to suit specific operations. Contact the safety department or purchasing department for information.

Mandatory Requirements:

It is a requirement on each project to have all employees wear:

- Hard hat at all times while in work areas or in designated areas.
- Safety eyewear (wrap around) will be worn at all times in all areas on the jobsite. When grinding, chipping, using cut-off tools a face shield must be worn in addition to eye protection.
- Leather safety work boots, no tennis shoes or nylon type hiking boots
- Hearing protection (in areas of noise levels above 85 dba).
- AM/FM radios or walkman is not permitted on site during working hours.

Personal protective equipment need not be worn in offices, lunchrooms, and washrooms/change rooms.

POWER TOOLS POLICY

The following are general safe work practices when working with power tools. This is not all inclusive; every employee should read and understand manufactures manuals before using any power tool. All federal, state, and local regulations shall be followed at all times.

- Each employee should inspect all power tools before each use.
- All power tools shall be kept in a clean and safe working condition at all times.
- All power tools shall be protected by an independent GFCI, unless power is supplied from a portable general 5Kv or less.
- All portable electric tools must be grounded, except those labeled “UL” approved-double insulated tool.
- Damaged or otherwise defective electrical tools and equipment are to be tagged and removed from service.
- No tool or equipment should be used without its guard in place and operable.
- All power tools shall be properly stored when not in use.
- Always use the right tool for the job.
- Safety clips or retainers must be used on all pneumatic tools to prevent the tool bit from being accidentally expelled from it barrel.
- All pneumatic hose connections must be securely fastened and attached to the “OSHA” check valve before attempting to disconnect them from the compressor.
- Safety Glasses shall be worn whenever an eye hazard exists.

PROJECT SECURITY

To prevent loss caused by arson, theft, vandalism, and hazards presented by adjacent facilities, the following procedures have been created by SSC Construction, Inc for this project (refer to the site layout):

Arson/Fire Protection:

Portable fire fighting equipment is located strategically throughout the work site. Adjacent businesses and structures will be covered or other suitable means provided to protect against possible damage.

Theft and Vandalism:

Commonly used accesses will be fenced and pedestrian traffic channeled through the work area via walkways. Gates and doors leading to lay down, storage, and work areas will be posted and locked. All deliveries and entries must be scheduled through the Superintendent or his designated representative.

Signage:

Signs used will include, but not be limited to, the following:

- "Restricted Area"
- "Authorized Personnel Only"
- "Hard Hat Area"
- "No Trespassing"
- "Safety Glasses Required"
- "All visitors must report to the office"

Visitors:

All visitors must report to the project office prior to going on site. The Superintendent or his designated representative must authorize returning to the work site after hours or on weekends. If a security staff is employed, personnel must register with security when returning to the site during off-hours.

Lighting:

The purpose of this policy provides a guideline to provide adequate lighting at all work locations and during all times of the day.

Project Staff shall:

- Ensure all work areas and operations comply with corresponding illumination measurements.
- The minimum lighting standards for the jobsites are as follows.

The project will have security lighting as required.

Parking:

- On-site parking will not be provided.
- Only authorized vehicles will be allowed on-site.
- Any unauthorized vehicles may be subject to towing and/or search.

Tool and Equipment Control:

Foremen are responsible for retrieval and proper storage of tools and equipment. Tools must be stored in locked gang boxes or storage trailers when not in use and during off hours. Fuel and maintenance supplies must be properly stored to prevent unauthorized use or pilferage, and protect against the possibility of creating a fire hazard.

RECORD KEEPING PROTOCOL

All records related to environmental, health and safety generated on this project will be kept for review by SSC Construction, Inc management, local/state agencies and our insurance providers. Records consist of but are not limited to:

- Employee medical record
- Site safety inspections/audits
- Near Miss
- Incident investigations
- Tool and equipment inspection reports
- Safety violation notices
- Safety meeting minutes
- Hazard evaluations and corrective action(s)
- Site safety training/Tailgate safety talks

RESPIRATORY PROTECTION PROGRAM

POLICY:

All SSC personnel must use respiratory protection equipment when reasonable engineering controls and chemical substitution cannot minimize respiratory hazards. All employees must use appropriate respiratory protection when working in environments that are oxygen deficient (below 19.5% by volume) or in atmospheres containing dusts, mists, vapors, smoke, or fume that may exceed the permissible exposure limits (PELs) as defined by OSHA or more stringent limits set by a specific health and safety plan. Disposable respirators will be used whenever possible and more advanced respiratory protection will be used as needed.

METHODS OF COMPLIANCE:

Exposure Determination:

All employees who wear respirators routinely, who wear respirators non-routinely, and who may be required to wear respirators for emergency and rescue work are the affected employees. In addition, affected employees are those employees who are determined to be physically able to perform the work and use the equipment based on guidelines established by a physician, as well as have satisfactory results from any medical exam and/or any other medical bioassay surveillance exams paid for by the company.

NO EMPLOYEE DEEMED BY A PHYSICIAN TO BE PHYSICALLY OR PSYCHOLOGICALLY UNABLE TO WEAR A RESPIRATOR WILL BE ASSIGNED DUTIES REQUIRING RESPIRATORY PROTECTION.

Engineering and work practice controls:

In all work settings, whenever effective engineering or administrative controls are not feasible, or while they are being instituted or evaluated, appropriate respirators shall be used. Affected employees will be provided, at no cost to them, equipment that is appropriate and suitable for the purpose intended. Prior to use, they will be directed to use the equipment in accordance with instruction and training, and to notify Foreman/Superintendent immediately if any defect is present. Prior to the start of work where airborne contaminants are present, Foreman/Superintendent will formulate a Respiratory Protection Plan. To assure that affected employees are receiving adequate respiratory protection during the course of work, Foreman/Superintendent will monitor: the environment for work area conditions and degree of employee exposure and stress; the employees to ensure proper use of equipment; and the equipment for proper selection, function and fit/use. Responsibility for this monitoring at a project site is assigned to Foreman/Superintendent. If deemed necessary by a physician, additional medical and/or bioassay surveillance exams will be conducted at the company's expense to assure adequate respiratory protection.

Selection of approved/accepted respirators:

The respirators must meet the standards for which they were designed and must be worn as per instructed by the manufacturer. Respirators shall be selected according to: the characteristics of the hazards involved, the capabilities and limitations of the equipment and the ability of each wearer to obtain a satisfactory fit with a respirator in conjunction with the respirator protection factor criteria specified in the regulations. Prior to the

start of each project and via monitoring throughout the project, Foreman/Superintendent will assure that the respiratory protection equipment selected is appropriate and suitable for the job.

Training:

All affected employees will receive training on the general respiratory protection requirements that are to be followed throughout the ordinary course of work. In addition, when work is performed as part of a project at a specific jobsite and work using respiratory protection will be required, Foreman/Superintendent will provide jobsite-specific training prior to the start of the project. This jobsite training will be based upon the plan developed for that specific project.

Medical Questionnaire:

Before an employee may work with a respirator, he or she must have completed the “Respiratory Medical Questionnaire.” The questionnaire is confidential and will be sent to an Occupational Medical Provider for review. (Any “no” answer will disqualify the worker unless a medical evaluation is performed).

Issuance of respirators:

Respiratory protection equipment will be used to affected employees only after fit tests are conducted and documented, and proper training and instruction are provided and documented. Once issued, no alterations whatsoever will be made to respirators without the expressed written consent from the manufacture. Respirator fit test will be administered in accordance with the regulations and manufacture’s specifications. During the test, the wearer shall carry out a series of exercised which simulate work movements. Respirators will not be issued to any worker if conditions prevent the seal of the respirator to the wearer (e.g., facial hair, eye glasses).

Equipment Maintenance:

The wearer shall routinely inspect the respirator to ensure it is in good operating condition prior to and after each use, as well as after each cleaning and sanitizing. The respirator shall be inspected for: defects, deteriorated parts, clogged filters, cleanliness, tightness of connections, condition of the respiratory-inlet covering, head harness, valves, connecting, tubes, harness assemblies, filters, cartridges, canisters, end-of-service indicator, shelf life date(s), proper function of regulators, alarms and other warning systems. A respirator issued for other than continuous use by a particular worker shall be cleaned and sanitized after each use. Filters will be changed whenever an increase in breathing resistance is detected. Respirators will be replaced and removed from service until defects are repaired. In addition, wearers of a respirator equipped with a face piece shall check the seal of the face piece prior to each entry into a hazardous atmosphere. Respirators stored for emergency/rescue use shall be inspected by Foreman/Superintendent in heat, extreme cold, and excessive moisture, damaging chemicals, physical damage, distortion and contamination. Emergency/rescue respirators shall be stored in clearly marked cabinets or containers that are readily accessible at all times.

Cleaning and Disinfecting Respirators:

Each person must clean and disinfect his or her own respirator after each use according to the manufacturer’s instructions. Because strong cleaning and sanitizing agents or solvents can damage rubber or elastomeric respirator parts, use these materials only after consultation with the respirator manufacturer. In most cases, approved respirator wipes will be available at the jobsites.

Storage:

Respirators shall be stored in a convenient, clean, and sanitary location to protect them against dust, sunlight, heat, extreme cold, excessive moisture, and damaging chemicals. Store in such a way that face pieces of exhalation valves rest in a normal position to prevent the rubber or plastic from deforming into an abnormal shape. All disposable respirators should be stored in the sealed package they are supplied in until they are used. After use, as per manufacturer's suggestions, the respirators may be cleaned or disposed.

Fit Testing:

Respirator fit tests are conducted to ensure that the respirator face piece seals effectively and is reasonably comfortable for the wearer. An irritant smoke test is conducted on personnel with respirators each time a new respirator is assigned and on an annual basis thereafter. A written record of the fit test is recorded and filed by the safety director. Both positive and negative pressure tests are conducted by the user each time a respirator is used.

SSC Supervisor's role:

The SSC Superintendent and/or site safety supervisor is responsible for onsite compliance with the respiratory program requirements. These responsibilities include:

- Ensuring that employees are provided with proper respiratory protection equipment
- Enforcing the proper use of equipment when and where required
- Ensuring employees are properly trained in the selection, care, and use of respiratory protection equipment.
- Ensuring proper maintenance and storage of respiratory equipment.

Employee Responsibilities:

Each employee is responsible for contributing to the success of the respiratory protection program. Employee responsibilities include:

- Use of respiratory equipment in accordance with training and instructions
- Guarding against damage to the equipment
- Observation of all safety rules and regulations pertaining to respiratory protection equipment.
- Maintenance of personal grooming conducive to proper fit and wearing of respiratory protection equipment
- Reporting of malfunction of equipment to the SSC Superintendent and/or site safety supervisor

DOCUMENTATION:**Jobsite Records:**

Where work is performed as part of a project at a specific jobsite, responsibility for maintaining a copy of the site-specific respiratory protection plan and all relevant documentation shall be assigned to Foreman/Superintendent at the project jobsite.

Employee Medical Records:

Medical information from annual medical status and any other medical or bioassay surveillance exams shall be maintained in each employee's confidential medical file.

Employee Fit Test Records:

Records of respirator-fitting tests shall contain the information as specified in the regulations and shall be recorded on the respiratory protection fit test form. When these tests are performed as part of a project at a specific jobsite, records will be maintained at the jobsite until the project is completed and then forwarded to the main office for filing for at least the duration of the worker's employment.

Training Records:

Documentation of the new hire and periodic training will be recorded. When this training is performed as part of a project at a specific jobsite, records will be sent into the Human Resources Department, and filed away in the employee's file. In addition, the jobsite will keep record of all training performed on the specific jobsite at all times.

RESPONSIBILITIES

PROJECT MANAGER:

The Project Manager is responsible for the Project Safety Program on a project. The Project Manager works with the Superintendents/Foremen to implement site loss prevention procedures. Responsibilities include the following.

- Including safety and loss prevention issues on the agenda for meetings with Owners and subcontractors/trade contractors.
- Initiating development of the Safety and Program.
- Complying with building codes, as to construction means and methods, regulations, and project specifications.
- Writing safety and loss prevention requirements into subcontracts.
- Obtaining approval from engineering and safety personnel prior to commencing special activities such as heavy/critical lifts, and Permit Required Confined Spaces.
- Reviewing the Safety and Loss Prevention Program during project visits.
- Reviewing inspection reports and confirming that corrective action has been initiated and completed.
- Reviewing and evaluating the safety performance of employees working on the project. Providing guidance and consult with SSC Safety Director for training and safety needs of project personnel.
- Confirming that incident investigations are conducted and documented.
- Initiating action to correct unsatisfactory safety performance.
- Setting a good example.

SAFETY DIRECTOR:

The Safety Director will assist with the implementation and monitoring of the Safety Prevention Program. Responsibilities include the following:

- Developing and conducting a comprehensive worker safety orientation program.
- Assisting the Superintendent to implement the Safety and Loss Prevention Program.
- Conducting project safety and health audits.
- Correcting safety infractions and reporting these to the first line supervisors.
- Coordinating investigations of all accidents and incidents.
- Assisting supervisory staff to prepare the agenda and material for project safety meetings and weekly tailgate safety meetings.
- Reviewing safety related reports and memorandums for accuracy and then forwarding, as required, to the designated personnel.
- Asserting that site supervisors have adequately prepared their employees to act appropriately in emergency response situations.
- Assisting the Project Superintendent with the on-site safety maintenance documentation process.
- Arrange for safety education and training.

PROJECT SUPERINTENDENT(S):

The Project Superintendent is responsible for implementing the project Safety and Prevention Program. Responsibilities include the following:

- Assisting with the development of the Safety Program.
- Assisting with the Site Safety Orientation Program for new project personnel.
- Directing Foremen to establish safe work practices and comply with the Safety Program.
- The Superintendent or Foreman is responsible every week for holding the **Weekly Safety Meetings** at the jobsite with all SSC Construction employees. A **Safety Meeting Attendance Log form – Form 922** will be signed by every employee attending the meeting..
- Monitoring the site for hazards or unsafe working conditions through daily personal observations.
- Directing Foremen to take prompt corrective action to stop unsafe acts and eliminate unsafe or unhealthy conditions.
- Reviewing safety inspections with applicable personnel and acting on recommendations.
- The jobsite Superintendent or Foreman is responsible to fill out **Daily Task Hazard Analysis – Form 907**.
- Reviewing medical treatment memorandums and other reports for accuracy and action as required.
- Investigating incidents and reviewing reports for accuracy. Taking corrective action to prevent recurrence.
- Participating in site inspections with other agency safety officials/inspectors and implementing corrective action where necessary.
- Implementing a Project Emergency Action Plan.
- The jobsite Superintendent/Foreman are responsible to know what is in the MSDS book and to read the information, in the case of
- Verify that all on-site vehicles and equipment are maintained within safe operating conditions.
- Directing that all equipment is inspected before use.
- Reviewing equipment incident reports and initiating investigation procedures.
- Setting a good example.

FOREMAN:

The Foreman is responsible for promoting safety awareness and demonstrating to the workers, through day to day example and actions, that safe job performance is a top priority of the SSC. Responsibilities include the following:

- Issuing required safety equipment and protective devices to workers as required.
- Enforcing safe work practices as described in this manual, based on personal observation of violations and investigation of reported violations.
- Conducting task specific safety orientation for new workers prior to assignment of duties, including hazardous product instruction. Providing safety instructions whenever new tasks are assigned.
- Developing and maintaining good housekeeping standards.
- Inspecting for unsafe work practices or conditions and initiating corrective action.
- Conducting a preliminary investigation upon the report of an incident or accident.
- Reporting results of accidents/incident investigations to the Project Superintendent.
- The Superintendent or Foreman is responsible every week for holding the **Weekly Safety Meetings** at the jobsite with all SSC Construction employees. **Form 922 – Safety Meeting Attendance Log** will be signed by every employee attending the meeting.
- Holding weekly safety meetings with the workers.

- Monitoring that operators complete equipment inspection checklists.
- Checking that operators are qualified fit and authorized to operate equipment or vehicles.
- The jobsite Superintendent or Foreman is responsible to fill out **Form 915 – Daily Jobsite Checklist** on a daily basis.
- Taking action to correct unsatisfactory safety performance.
- Setting a good example.

EMPLOYEE:

All workers are responsible for safeguarding their own health and safety and the safety of fellow workers. Responsibilities include the following:

- Familiarizing them and complying with specific safe work procedures.
- Participating in tailgate safety meetings and other safety related meetings.
- Maintaining good housekeeping in the work area.
- Reporting unsafe acts and conditions to their foreman.
- Discontinuing work if personal safety is compromised.
- Reporting all personal incidents and injuries, no matter how minor and obtaining medical attention.
- Cooperating with, or participating in, accident and incident investigations.
- Wearing adequate personal protective equipment.
- Attending on-site worker safety orientation meetings.
- Setting a good example.

SUBCONTRACTORS:

Subcontractors on SSC Construction, Inc jobsites are responsible for their own health and safety, and the safety of their workers. SSC expects all subcontractor and second tier subcontractor employees to follow SSC's safety rules and policies. Failure to comply may cause payment delay or dismissal.

Responsibilities include:

- Complying with applicable Safety Regulations, SSC Safety Program and their Injury & Illness Prevention Program.
- Attending an on-site worker safety orientation meeting.
- Before commencing work, contact the Project Superintendent for instructions regarding operating hazards and applicable safe work instructions particular to the site. (Provide detailed work plans prior to performing work for any operations with numerous employees or high risk operations. These work plans should be similar to SSC's Job Safety Analysis and include hazards applicable to the operation.
- Advising all their workers of the safety rules and regulations and verifying compliance with them through personal observation.
- Providing education, training, and insuring the use of personal protective equipment.
- Reporting of all accidents and injuries and investigating lost time accidents.
- Making arrangements with the Project Superintendent concerning emergency procedures.
- Immediately correcting any unsafe conditions or acts observed in their jurisdiction.
- Immediately reporting to the Project Superintendents any unsafe acts and conditions observed outside of their jurisdiction.
- Cooperating with all safety representatives having jurisdiction at the jobsite.
- Contacting the Project Superintendent if they have any doubt regarding the meaning or interpretation of

the company Safety Program.

- Having a weekly tailgate safety meeting with their workers, documenting the meeting and submitting a copy of the minutes to the Superintendent.

REPRIMAND ANY SUBCONTRACTOR OR SECOND TIER SUBCONTRACTOR EMPLOYEE WHO FAILS TO COMPLY WITH PROJECT SAFETY RULES AS FOLLOWS:

- **Written Reprimand:** If a subcontractor employee has been previously told of a site-specific safety policy and disregards it, a written reprimand will be transmitted.
- **Suspension:** A repeat violation or total disregard of safety that could lead to a serious injury of self or others will be cause for removal from the project. Actual time off will be discussed with the subcontractor.
- **Disbarment:** Bar anyone whom places themselves or another person in imminent danger or anyone whom violates a safety rule that has a prior suspension.
- Copies of all subcontractor reprimands will be given to the employee, subcontractor supervisor, and copied to the subcontractor file. An additional copy sent to the safety director.

VISITORS:

Visitors are responsible for safeguarding their own health and safety and the safety of project workers. Responsibilities include the following:

- Reporting to the project office before entry to the project site.
- Complying with safety legislation and SSC Construction, Inc Safety Program requirements.
- Wearing, while on site, hard-hats, safety glasses, sturdy leather footwear and other personal protective equipment as required.
- Reporting any unsafe acts or conditions to the Project Superintendent.
- Reporting any injury sustained on the job site

COMPLIANCE:

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

SSC WILL HOLD ALL LEVELS OF PERSONNEL EQUALLY ACCOUNTABLE FOR THEIR ACTIONS AND SUBJECT THEM TO THE SAME LEVELS OF DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION IN THE EVENT OF SAFETY INFRACTIONS OR EQUIPMENT DAMAGE.

All employees are responsible for using safe work practices, for following all directives, and policies and procedures, and for assisting in maintaining a safe work environment.

THERE WILL BE NO TOLERANCE FOR ANYONE DAMAGING COMPANY VEHICLES, EQUIPMENT, AND TOOLS OR CAUSING DAMAGE TO ANOTHER PERSON'S PROPERTY WHEN TAKING PROPER PRECAUTIONS COULD HAVE PREVENTED THE DAMAGE.

NO TOLERANCE MEANS THERE IS NO PLACE FOR PERSONS CREATING A HAZARDOUS CONDITION OR PERFORMING WORK IN AN UNSAFE MANNER ON OUR JOB SITES-WITH NO EXCEPTIONS.

Our systems of ensuring that all workers comply with the rules and maintain a safe work environment include:

- Informing workers of the provisions of our Injury & Illness Prevention Program.
- Evaluating the safety performance of all our workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices.
- Issuance of Subcontractor Safety Violation Notices for violations of health and safety rules.

Enforcement Procedures:

Compliance with company and legislated environmental and safety standards is necessary to maintain a safe and health work environment. As with any program, corrective disciplinary measures may be required to deal with non-compliance.

The following are guidelines for disciplinary action resulting from environmental and safety infractions:

On first offense, worker will be given a verbal warning-First time minor infractions, administered for first time violations and documented.

On second offense, worker will be given a written warning documented on the Record of Employee Counseling Session form-Repeat infractions minor in nature.

On third offense, workers will be terminated-Violation of any rules and regulation subject to termination or any employee whom puts themselves or someone else in imminent danger or a life-threatening situation.

File all disciplinary actions in the employees personnel file at the corporate office.

SANITATION

Toilets:

SSC Construction Inc. shall provide proper temporary sanitary arrangements (temporary toilets) for workers. These facilities shall be kept clean and maintained in accordance with the requirements of Federal, State, and Local regulations.

Washing Facilities:

Each Subcontractor will provide adequate washing facilities for employee as required by local laws. Employees engaged in the application of paints, coatings, herbicides, insecticides, or other operations where contaminants may be harmful to their employees. Facilities shall be required as to enable employees to remove such substances.

Drinking Water

Each subcontractor will be responsible for providing drinking water.

SCAFFOLDING & SHORING PROGRAM

POLICY:

Scaffolds/shoring includes light platforms, sectional steel structures, and various suspended types. This equipment seldom just breaks-more often it is caused to break. And one of the keys to using scaffolds/shoring safely is knowing what to use.

Built-up scaffolds/shoring can be made from sectional frames, wood poles, or tubes and couples. The components are erected from the ground or floor as work progresses. Steel tubular scaffolding/shoring offers durability and reduced fire hazards.

Rolling scaffolds can be assembled from sectional steel or aluminum scaffolding, tube and coupler components, or one piece folding sections. Casters provide easy mobility. The size of sectional rolling scaffolds must usually conform to a height to base ratio of 3:1. Outriggers can increase base dimensions.

Light duty suspended scaffolds, just as boatswain's chairs or two-point suspension scaffolds, can be raised and lowered manually, electrically, or by air power. They are intended for painting or other operations where working height must be frequently adjusted. Heavy-duty suspended scaffolding is recommended for greater working load capacities, such as in stone setting and masonry construction.

Some basic safety rules for ladder use apply for scaffolds/shoring as well. Equipment and the work site should be inspected prior to erecting and using scaffolding/shoring. Defective equipment should be repaired or removed. The jobsite should be scanned for slippery or unstable surfaces, electrical lines, ditches, holes or other conditions creating potential hazards.

Scaffolds/Shoring:

There is no "temporary" scaffolds/shoring. All scaffolding/shoring must be erected and maintained to conform to established standards. If the scaffolding/shoring work is above 20 feet, a competent person will be responsible for selecting employees to erect and dismantle the scaffold/shoring. The competent person shall train the employees and inspect the scaffold daily or at least once a shift, whichever is more frequent. The competent person is also responsible for determining safe access to the scaffolding/shoring, fall protection requirements, structural integrity and modification or mixing of scaffold/shoring components.

- During scaffold/shoring erection and dismantling, all employees exposed to a 6 foot fall or greater are required, when feasible, to be tied-off 100% of the time. When feasibility is an issue, contact the project superintendent prior to beginning work.
- Guardrails, midrails and toeboards must be installed on all open sides of scaffolds more than 6 feet or more in height.
- Guardrails, midrails and toeboards are to be construction from components furnished by the manufacturer. When this is not possible, appropriate grade 2"x4" lumber is to be use.
- The poles, legs, or uprights of scaffolds must be plumb, and securely and rigidly braced to prevent swaying and displacement.
- Scaffold planks are to be cleated and must extend over end supports at least 6 inches, but not more than 12 inches.

- All scaffolds must be at least 2 planks wide with 18" as the minimum measurement, and the scaffolds must be fully planked.
- Scaffold planks are to be visually inspected before each use. Damaged scaffold planks are to be removed and replaced immediately.
- Access and egress ladders are to be provided for each scaffold.
- You are not to climb off the end frame of a scaffold unless the scaffold design incorporates a ladder. You are not to climb crossbraces under any circumstances.
- Adequate mud sills (12'x12") or other rigid footing capable of withstanding the maximum intended load shall be used on all scaffolds/shoring.
- Unstable objects such as barrels, boxes and kegs are never to be used as platforms or to support scaffolds.
- Overhead protection is required if employees working on scaffolds are exposed to overhead hazards. The overhead protection must be a 2" plank or the equivalent.

Rolling Scaffolds:

- No one is allowed to ride on rolling scaffolds.
- Rolling scaffolds may only be used on level surfaces.
- The height of rolling scaffolds must not exceed 3 times the minimum base dimension.
- The work platform must be tightly planked for the full width of the scaffold. The underside of the work platform planks is to be cleated to prevent movement.
- Caster braces must be locked when the scaffold is not being moved.
- All material and equipment should be removed or secured before movement of the rolling scaffold.
- If floor holes or edges are present in area of rolling scaffold, a positive stop curb or blocking device must be in place to prevent scaffold wheels from dropping into holes or off edge.
- Get help when moving rolling scaffolds. Make certain the route is clear. Watch for holes, edges and overhead obstructions.
- The scaffold should not be pushed from the top of the structure.

Two-Point Suspended Scaffolds:

- Each employee working from a two-point suspended multi-stage scaffold must be tied off to an independent safety line. The safety line must be a minimum of ¾ manila rope or the equivalent.
- Suspended scaffolds must not be less than 20" nor more than 36" wide.
- Wire ropes used to suspend scaffolds must have a safety factor of at least 6 times the maximum intended load.
- Nonconductive insulating material must be placed over the suspension cables on each scaffold when there is any possibility of contact with an electrical system.

ERECTING, USING, AND DISMANTLING SCAFFOLDS/SHORING IS SERIOUS BUSINESS INVOLVING ATTENTION TO DETAIL. MANUFACTURER'S RECOMMENDATIONS AND STATE, LOCAL, OR FEDERAL REGULATIONS OR CODES MUST BE CAREFULLY OBSERVED.

Cast in place Formwork/Shoring:

- Formwork shall be designed, fabricated, erected, supported, braced and maintained so that it will be capable of supporting without failure all vertical and lateral loads that may reasonably be

anticipated to be applied to the form work.

- Drawings or plans, including all revisions, for jack layout, formwork (including shoring equipment) working decks, and scaffolds, shall be available at the jobsite.
- All shoring equipment (including equipment used in re-shoring operations) shall be inspected prior to erection to determine that the equipment meets the requirements specified in the form-work drawings.
- Erected shoring equipment shall be inspected immediately prior to, during, and immediately after concrete placement.
- All base plates, shore heads, extension devices, and adjustment screws shall be in firm contact, and secured if necessary, with the foundation and the form.
- Forms and shores (except those used for slabs on grade and slip forms) shall not be removed until the employer supervisor determines that the concrete has gained sufficient strength to support its weight and superimposed loads.

SUBCONTRACTOR SAFETY

The Subcontractor guidelines provided herein are the minimum standards that shall be met on all jobsites.

The SSC Construction, Inc Project Superintendent and SSC Construction, Inc's Safety Director will work with the Subcontractor personnel to assist in the implementation of this program if it is not already in place. However, all Subcontractors are required to administer and enforce their own Safety Program.

All Subcontractors' INJURY & ILLNESS PREVENTION PLAN shall meet:

- Federal, State, and Local Government Requirements.
- Hazardous Communication (HAZ-COM) Requirements.
- Local Fire Code.
- Local Electrical Code.
- Client's Safety Requirements.
- SSC Safety Requirements

ALL SUBCONTRACTORS' EFFORTS WILL BE MONITORED FOR EFFECTIVENESS OF THEIR PROGRAM. SUBCONTRACTORS WILL BE REQUIRED TO BECOME A PARTY TO AND COMPLY WITH SSC SAFETY PROGRAM.

Incident Reporting:

The Subcontractor is required to notify SSC of all incidents and near misses. An investigation is to be conducted by Subcontractor Supervision for all incidents. **THE INVESTIGATION REPORT SHALL BE SUBMITTED TO SSC WITHIN TWENTY-FOUR (24) HOURS OF OCCURRENCE. SERIOUS INCIDENTS WILL HAVE A PRELIMINARY REVIEW WITHIN TWO HOURS OF OCCURRENCE AND A FORMAL REVIEW WITHIN FORTY-EIGHT (48) HOURS.**

Accident Statistic Reporting:

Each Subcontractor shall submit, on a weekly basis, a report detailing the following information (as required):

- Number of Employees On-Site per week and to date.
- Total Employee Hours per week and to date.
- Number of First Aid Cases per week and to date.
- Number of Medical Aid Cases per week and to date.
- Number of Restricted/ Lost Work Days per week and to date.
- Number of Incidents/Near Misses per week and to date.
- Number of Property Damage Cases per week and to date.

Safety Inspections:

Subcontractors shall monitor their work areas on an on-going basis to ensure compliance with Safety Requirements. The subcontractor's work shall comply with all requirements set forth by Federal/State Laws, their own Safety Program and the SSC Safety Program. If non-compliance is observed, the Subcontractor's

Supervisors will be notified of the violation(s) and will rectify any unsafe acts and/or conditions. If corrective action is not taken within the specified time, a warning notice stating the "non-conformance" item shall be issued to the Subcontractor and all work not in compliance will be stopped until corrective action is taken.

The Subcontractor's Site Supervisor or his representative shall give current address and telephone number to SSC Construction, Inc's Project Superintendent so he may be contacted after hours in case of an emergency involving hazard, loss, or damage to the Subcontractor's job or equipment.

Safety Orientation and Training:

All Subcontractors will conduct a site-specific orientation for all personnel prior to working on the site. Specific task safety orientation shall be conducted by Subcontractors to ensure competency. Records of this training shall be maintained on site and provided to SSC upon request.

Safety Meetings:

Tailgate Safety Meetings are to be held a minimum of once per week. Meeting minutes shall be submitted to the SSC Construction, Inc office on the day of the meeting.

Project Safety Meetings will be incorporated in the weekly progress meeting. Subcontractor's supervisors, foremen, and/or other designated workers will attend.

The intent of the meetings is to discuss safety issues between workers and supervisors. Topics will include:

- Safety Performance.
- Review of all incidents.
- Work planned for the coming month and any special concerns regarding this work.

Subcontractor Violation Notice:

With the advent of the "Multi-employer work site" regulations, the SSC Construction, Inc policy of WARNING NOTICES will be expanded to include Subcontractors and their employees. Whether regulatory agencies arrive on-site for a specific alleged violation or a general inspection, their citations may include the non-compliant EMPLOYEE, EMPLOYER who created the hazard, EMPLOYER who allowed his employees to be exposed to the hazard, and the CONTROLLING EMPLOYER (Prime Contractor). A major defense against a citation of this nature is evidence that the SSC Construction, Inc Safety Policy is enforced.

When a safety violation notice is given to a Subcontractor for a violation of health or safety rules, the subcontractor will initiate remedial action and take the necessary steps with their employees to prevent a recurrence. All applicable documentation and actions taken shall be provided to SSC Project Management.

SUBSTANCE ABUSE AND DRUG TESTING

SSC Construction, Inc. is concerned about Workplace safety, Worker health, Product quality, Productivity, Public liability, and Regulatory compliance and therefore is committed to a drug and alcohol free workplace.

The reason for the Drug test:

The pre-employment drug test is part of SSC Construction Inc. commitment to providing a drug-free workplace. Applicants who test positive, tamper with the test specimen or refuse to be tested will not be hired. In addition, employees may be subjected to a future drug test, as permitted by law, if (1) the company has reasonable suspicion that you are under the influence of drugs or alcohol; (2) you are involved in an accident at work; or (3) you are randomly selected because you are in a “safety-sensitive” job position. By accepting employment, you consent to future testing, subject to applicable state law, should one of these three circumstances arise.

Our company substance abuse policy is as follows:

THE POSSESSION, SALE, OR USE OF ILLEGAL DRUGS IS INCONSISTENT WITH THE COMPANY’S OBJECTIVE OF OPERATING IN A SAFE AND EFFICIENT MANNER. ACCORDINGLY, NO OFFICER, EMPLOYEE, AGENT, CONTRACTOR, OR VISITOR SHALL USE OR HAVE IN HIS OR HER POSSESSION ILLEGAL DRUGS OR ALCOHOL DURING WORKING HOURS, OR ON COMPANY PROPERTY, AT ANY TIME. ADDITIONALLY, NO OFFICER, EMPLOYEE, AGENT, OR CONTRACTOR SHALL REPORT TO WORK WHILE UNDER THE INFLUENCE OF ALCOHOL OR ILLEGAL DRUGS.

Anyone violating this policy will be subject to the following:

The services of any employee who engages in such conduct will be subject to discipline up to and including immediate discharge. The only exception is the taking of prescribed drugs under the direction of a physician. The unlawful involvement with drugs or narcotics off company property will constitute grounds for severe disciplinary action, up to and including termination of employment.

If you have a substance abuse problem, it is your responsibility to seek and complete treatment. If you think someone you know (co-worker or a family member) has a drug problem, you could tell the person that, based on what you’ve seen, you believe something is happening and it concerns you. Urge that person to get help. If nothing is done, that person could adversely affect the well being of not only himself/herself, but you, your family, and the company.

Drug and Alcohol Testing:

We retain the right to test our employees for alcohol and drugs according to the following guidelines:

- Pre-employment (Mandatory). If a positive result is found SSC will not employ the individual.
- Following any work-related injury that requires medical attention.
- Following any accident that results in property damage.
- Reasonable suspicion.

- Random Sampling

If a test reveals a positive result, then the employee will be subject to disciplinary action of up to and including termination of employment.

Pre-Employment Drug Testing Protocol:

AT TIME OF EMPLOYMENT ALL NEWLY HIRED EMPLOYEES MUST SUBMIT TO THE FOLLOWING DRUG TESTING PROCEDURES.

Field Employees Drug Testing Protocol:

New Hire:

- If New hire Consents to “Quick Test” and **passes** Go to **Step 1**
- If New hire Consents to “Quick Test” and **fails** Go to **Step 2**
- If New hire refuses to “Quick Test” but requests Urine Test Go to **Step 3**
- If New hire refuses “Quick Test and refuses Urine Test Go to **Step 4**
- If New hire advises current use of a prescription drug Go to **Step 5**

Testing Procedures:

- Step 1.** Document **acceptance** of the “Quick Test” and **passing results** on the Quick Test Form (New Hire Packet). Discard the “Quick Test” kit in a jobsite trash receptacle. Complete New Hire orientation and start employee to work. Return all completed New Hire forms to Human Resources **marked confidential**.
- Step 2.** Document acceptance of the “Quick Test” and failing results on the “Quick Test Form (New Hire Packet), discard the “Quick test” in a jobsite trash receptacle. Advise the new hire that a urine test at the clinic is a condition of hire. If the new hire requests a urine test at the clinic, see Note below. If the new hire refuses a urine test at the clinic. Go to Note: After a new hire fails the “quick test”, advice he/she is not allowed to work until the clinic has reported that their urine test was passed satisfactorily. Call SSC’s insurance coordinator in the corporate office immediately and give the name, employee number, and phone number of the new hire and advise that the new hire is awaiting test results.
- Step 3.** Document **denial** of the quick test on the Quick test form (New hire Packet). Complete the clinic form sends him or her to the clinic. When the new hire returns from the clinic complete the new hire orientation and **do not allow the new hire to work until the rest results are back from the clinic**. Return all completed new hire forms to the Human Resource office **marked confidential**.

If the clinic determines that the employee failed the urine test, immediately terminate the employee and advise the employee that he/she cannot work at a SSC jobsite until successfully completing the drug test protocol.

- Step 4.** If the new hire refuses both tests, terminate immediately and advise the new hire that he/she cannot work at a SSC Construction jobsite for the next 12 months. Return all completed new hire forms to the Human Resource office **marked confidential**.

Step 5. If the new hire advises he/she is currently taking a prescription drug, encourage the New Hire to try a “Quick test”. If they pass the test, **go to Step 1**. If they refuse the “Quick test” but request a Urine test, **go to Step 3**. If the new hire refuses both tests, **go to Step 4**.

Please refer to **Form 911 – Substance Abuse Test**.

Company-Sponsored Activities

The Company prohibits the use of alcohol during company-sponsored activities.

Weapons:

SSC Construction, Inc. believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, SSC Construction, Inc. prohibits all persons who enter company property from carrying a handgun, firearm, knife, or other weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by SSC Construction, Inc. to carry a weapon on the property.

Any employee disregarding this policy will be subject to disciplinary action up to termination.

TRAINING & EDUCATION

Our training presentation typically consists of a classroom type atmosphere with personal instruction and employee handouts. Time is allotted to provide the employees an opportunity to ask questions and interact with the instructor. Safety training is one of the tools SSC construction uses to strive in having a safe work environment for people to work. SSC's safety training takes place every year on the following subjects:

- First-Aid / CPR
- Confined Space Training
- Trenching & Excavation Competent person
- Fall Protection
- Scaffold User Safety
- OSHA 10 Hour Certification

Training and instruction will be provided as follows:

- Explanation of the SSC Safety Program
- Pre-Job Safety Orientation to all workers given new job assignments for which training has not been previously provided or whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
- Whenever SSC supervision is made aware of a new or previously unrecognized hazard;
- Supervisors will receive additional training in hazard recognition techniques and Federal/State regulations to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed
- Workers will receive training with respect to operation of equipment and tools, which present hazards specific to each employee's job assignment.
- Site specific Safety and Emergency Action Plans and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Use of personal protective equipment including clothing, respiratory protection, hearing protection, gloves, footwear, and personal fall protection equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Availability of toilet, hand-washing, heat exhaustion/break areas and drinking water facilities.
- Provisions for medical services and first aid including emergency procedures.

Training classes are provided at SSC Construction's expense and attending employees are paid while they are in class. The safety Director and payroll department is responsible for checking the training dates are current for all employees. The expiration dates are kept in **SSC safety Training Matrix log** folder. The safety director will coordinate with the field superintendent on the best time to schedule training classes.

TRENCHING & EXCAVATION SAFETY POLICY

Projects occasionally require work in trenches and excavations. The following precautions are mandatory when SSC employees work in trenches or excavations that are 5 feet deep or greater. They are also required in trenches less than 5 feet deep if the soil appears unstable. These precautions apply even if SSC did not dig the trench.

General Precautions:

- All trenching and excavation activities will be conducted in accordance with OSHA regulations.
- All trenching, excavation work, or entry will be supervised by a competent person with the skills, training, and experience to recognize hazards and implement corrective action.
- All trenches and excavations 5 feet deep or greater will be protected from cave-ins by sloping, shoring, or benching.
- No employee is permitted to work in any trench or excavation that is not safe. Work will stop until the hazard is corrected.
- All trenches and excavations will be inspected prior to the start of work and at least daily by the competent person.
- Suitable access and egress will be maintained at all times

Prior to Digging:

- The SSC T-1 Trenching and Excavation permit (annual) will be activated with Cal/OSHA.
- The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.
- All Regional Notification Centers in the area involved and all known owners of underground facilities in the area who are not members of a Notification Center shall be advised of the proposed work at least 2 working days prior to the start of any digging or excavation work. EXCEPTION: Emergency repair work to underground facilities.

While Digging:

- When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.
- Contact with live electrical lines and gas mains can cause death or serious injury. Extra care should be taken in these areas. If you are unsure, ask your foreman, superintendent.
- While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard employees.
- All surface hazards to employees shall be removed or supported, as necessary, to safeguard employees.
- Where the stability of adjoining buildings, walls, sidewalks, pavements and or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.
- No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees

shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.

- Adequate barriers or physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Upon completion of exploration and other similar operations, temporary wells, pits, shafts, etc., shall be back filled.

Open Trenches and Excavations:

- Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.
- An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rain storm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.
- Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.
- A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.
- Where employees or equipment are required or permitted to cross over excavations over 6 feet and wider than 30 inches, walkways or bridges with standard guardrails shall be provided.
- When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.
- Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.
- Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.
- Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmosphere in the excavation shall be tested before employees enter excavations greater than 4 feet in depth.
- When controls are used that is intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be continuous while the site is occupied.
- Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.
- Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline and

operations shall be monitored by a competent person to ensure proper operation...

- If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person.

Scope and application:

This appendix contains specifications for sloping and benching when used as methods of protecting employees working in excavations from cave-ins. The requirements of this appendix apply when the design of sloping and benching protective systems is to be performed in accordance with the requirements set forth in § 1926.652(b)(2).

Definitions:

- **Actual slope** means the slope to which an excavation face is excavated.
- **Distress** means that the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spilling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.
- **Maximum allowable slope** means the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).
- **Short term exposure** means a period of time less than or equal to 24 hours that an excavation is open.
- **Requirements -- (1) Soil classification.** Soil and rock deposits shall be classified in accordance with appendix A to subpart P of part 1926.
- **Maximum allowable slope.** The maximum allowable slope for a soil or rock deposit shall be determined from Table B-1 of this appendix.
- **Actual slope.** (i) The actual slope shall not be steeper than the maximum allowable slope. (ii) The actual slope shall be less steep than the maximum allowable slope, when there are signs of distress. If that situation occurs, the slope shall be cut back to an actual slope which is at least ½ horizontal to one vertical (½H:1V) less steep than the maximum allowable slope. (iii) When surcharge loads from stored material or equipment, operating equipment, or traffic are present, a competent person shall determine the degree to which the actual slope must be reduced below the maximum allowable slope, and shall assure that such reduction is achieved. Surcharge loads from adjacent structures shall be evaluated in accordance with § 1926.651(i).

Configurations. Configurations of sloping and benching systems shall be in accordance with Figure B-1.

TABLE B-1 MAXIMUM ALLOWABLE SLOPES

SOIL OR ROCK TYPE	MAXIMUM ALLOWABLE SLOPES (H:V)(1) FOR EXCAVATIONS LESS THAN 20 FEET DEEP (3)
STABLE ROCK	VERTICAL (90 DEGREES)
TYPE A (2)	$\frac{3}{4}$:1 (53 DEGREES)
TYPE B	1:1 (45 DEGREES)
TYPE C	1 $\frac{1}{2}$:1 (34 DEGREES)

Footnote (1) Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off.

Footnote(2) A short-term maximum allowable slope of 1/2H:1V (63°) is allowed in excavations in Type A soil that are 12 feet (3.67 m) or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet (3.67 m) in depth shall be 3/4H:1V (53°).

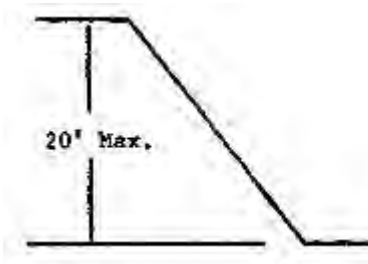
Footnote (3) Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer.

**Figure B-1
Slope Configurations**

(All slopes stated below are in the horizontal to vertical ratio)

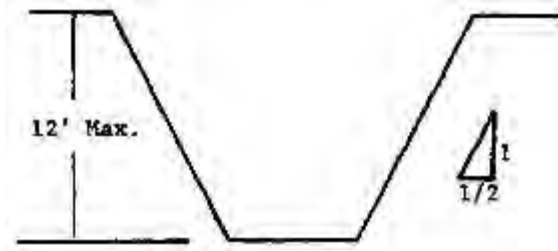
B-1.1 Excavations made in Type A soil.

1. All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of $\frac{3}{4}$:1.



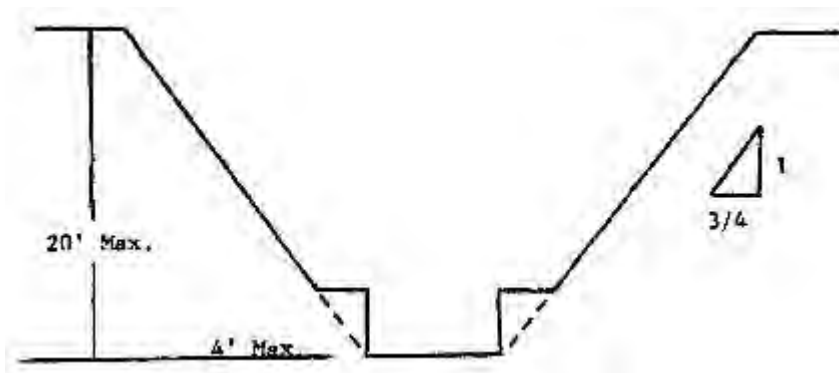
SIMPLE SLOPE – GENERAL

Exception: Simple slope excavations which are open 24 hours or less (short term) and which are 12 feet or less in depth shall have a maximum allowable slope of $\frac{1}{2}$:1.

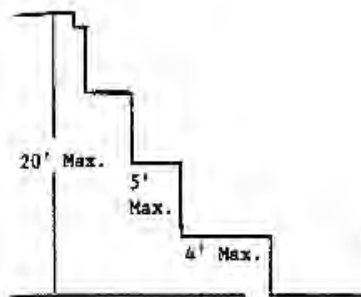


SIMPLE SLOPE -- SHORT TERM

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 3/4 to 1 and maximum bench dimensions as follows:

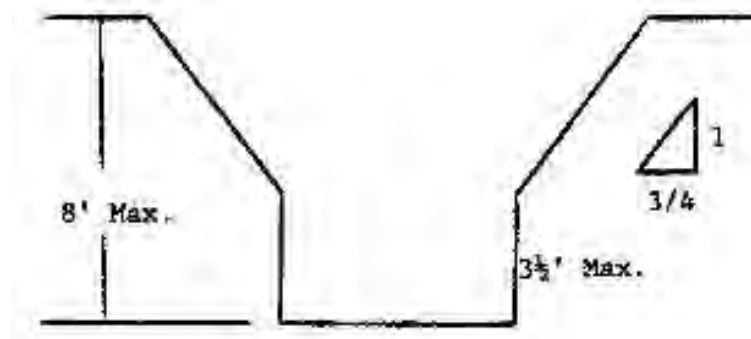


SIMPLE BENCH



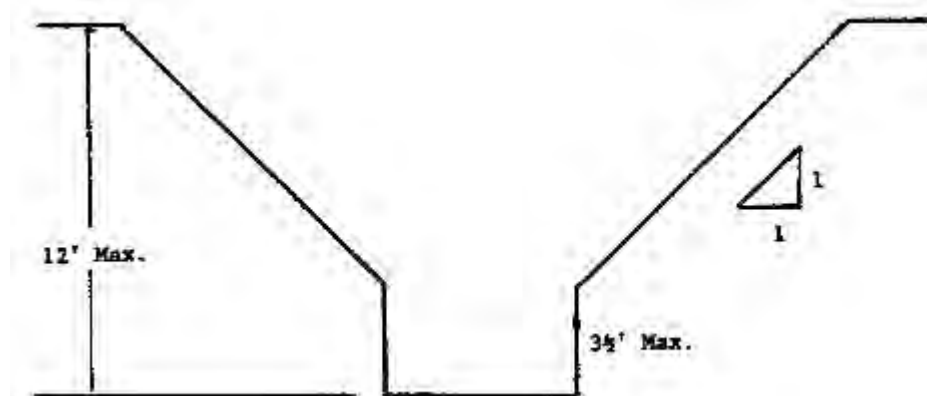
MULTIPLE BENCHES

3. All excavations 8 feet or less in depth which have unsupported vertically sided lower portions shall have a maximum vertical side of 3½ feet.



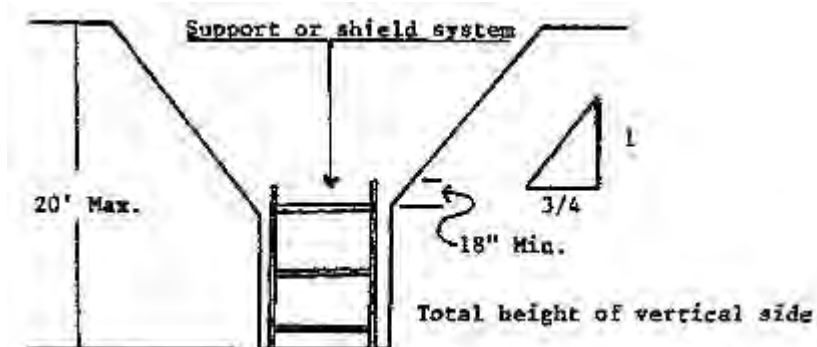
**UNSUPPORTED VERTICALLY SIDED LOWER PORTION –
MAXIMUM 8 FEET IN DEPTH)**

All excavations more than 8 feet but not more than 12 feet in depth with unsupported vertical sided lower portions shall have a maximum allowable slope of 1:1 and a maximum vertical side of 3-1/2 feet.



UNSUPPORTED VERTICALLY SIDED LOWER PORTION -- MAXIMUM 12 FEET IN DEPTH)

All excavations 20 feet or less in depth which have vertically sided lower portions that are supported or shielded shall have a maximum allowable slope of 3/4:1. The support or shield system must extend at least 18 inches above the top of the vertical side.

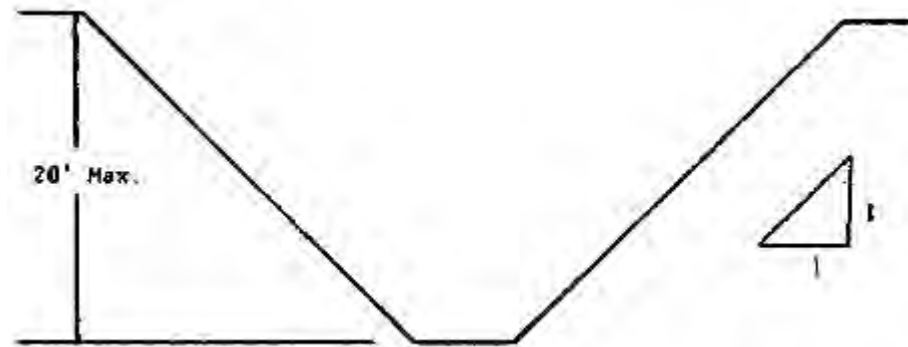


SUPPORTED OR SHIELDED VERTICALLY SIDED LOWER PORTION

4. All other simple slope, compound slope, and vertically sided lower portion excavations shall be in accordance with the other options permitted under § 1926.652(b).

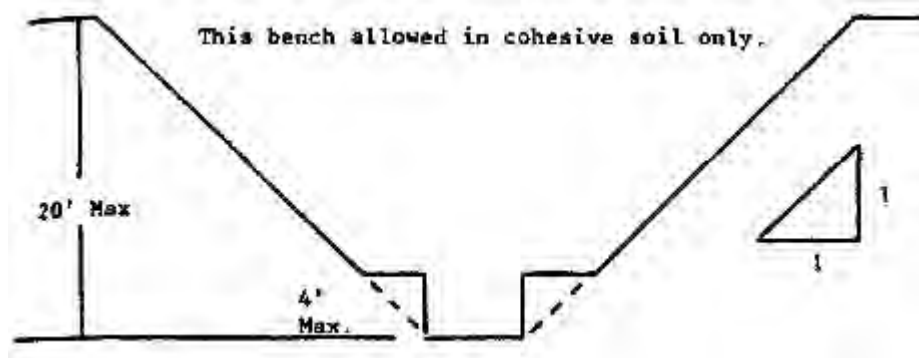
B-1.2 Excavations Made in Type B Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1

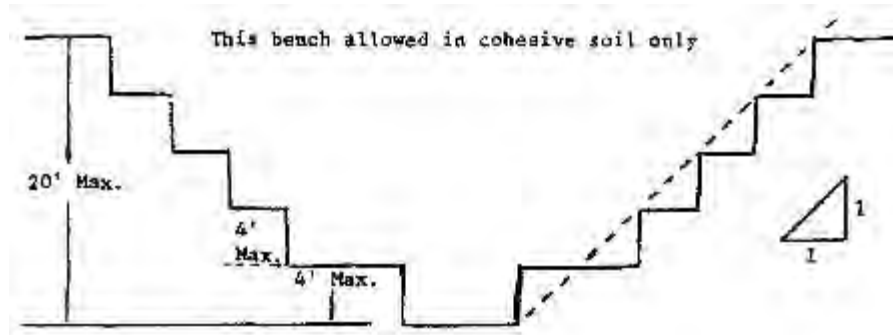


SIMPLE SLOPE

2. All benched excavations 20 feet or less in depth shall have a maximum allowable slope of 1:1 and maximum bench dimensions as follows:

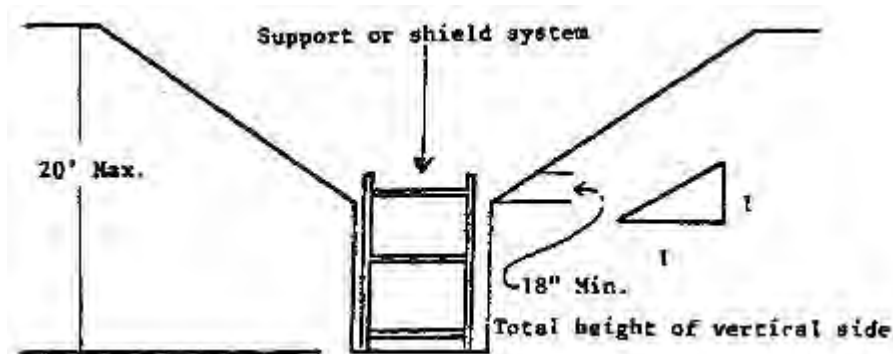


SINGLE BENCH



MULTIPLE BENCH

3. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of 1:1.

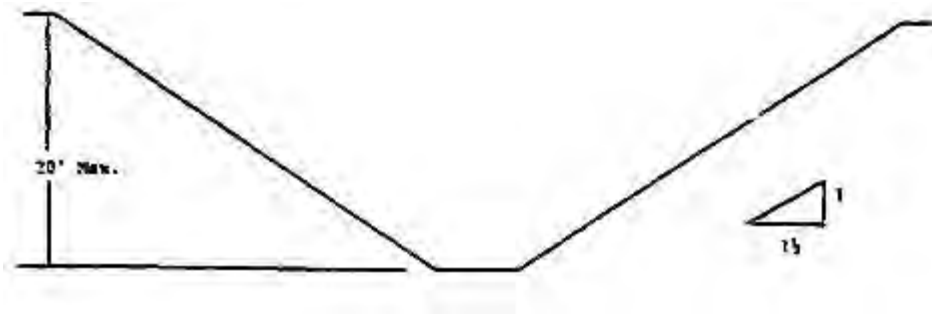


VERTICALLY SIDED LOWER PORTION

4. All other sloped excavations shall be in accordance with the other options permitted in § 1926.652(b).

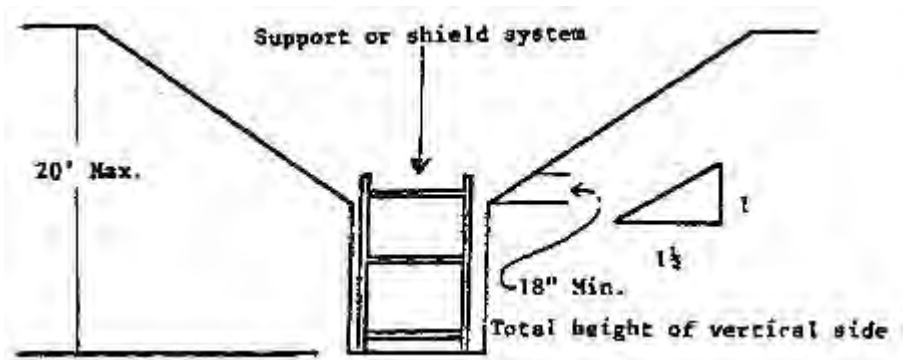
B-1.3 Excavations Made in Type C Soil

1. All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1½:1.



SIMPLE SLOPE

2. All excavations 20 feet or less in depth which have vertically sided lower portions shall be shielded or supported to a height at least 18 inches above the top of the vertical side. All such excavations shall have a maximum allowable slope of $1\frac{1}{2}:1$.

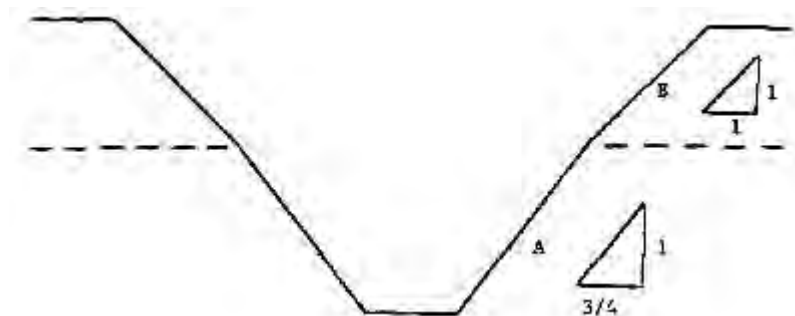


VERTICAL SIDED LOWER PORTION

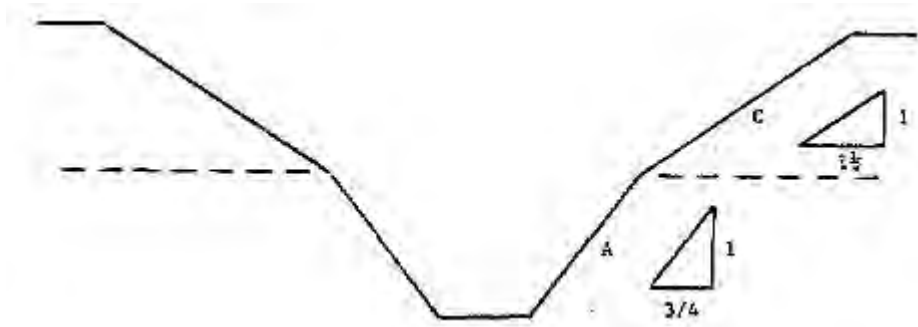
3. All other sloped excavations shall be in accordance with the other options permitted in § 1926.652(b).

B-1.4 Excavations Made in Layered Soils

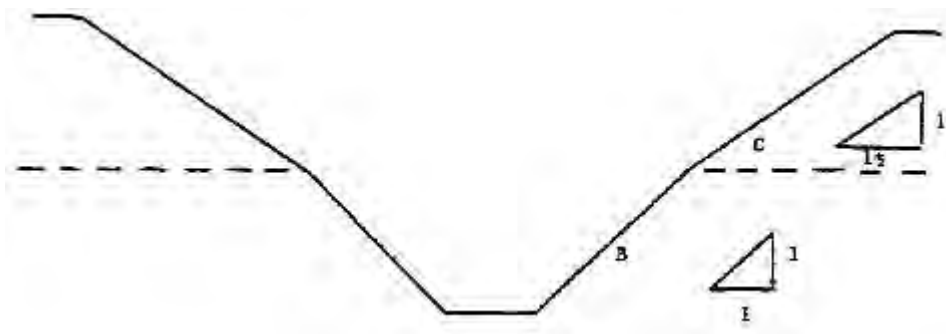
1. All excavations 20 feet or less in depth made in layered soils shall have a maximum allowable slope for each layer as set forth below.



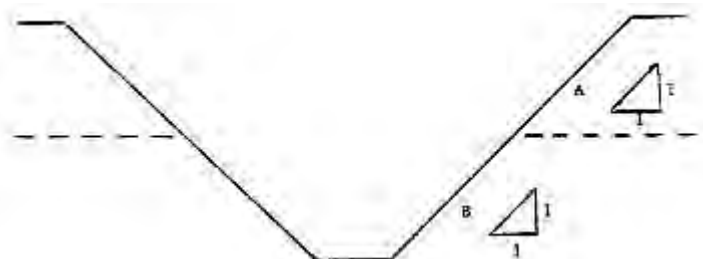
B OVER A



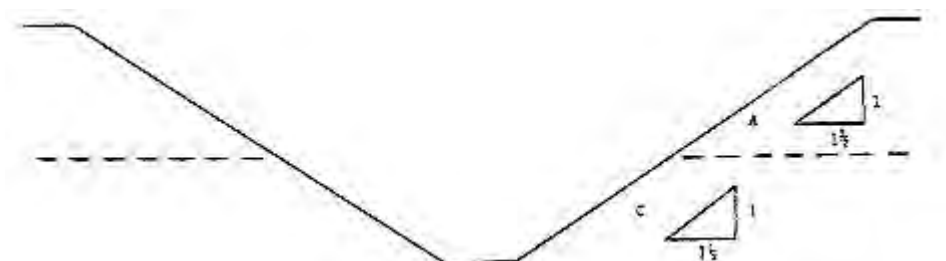
C OVER A



C OVER B



A OVER B



A OVER C



B OVER C

2. All other sloped excavations shall be in accordance with the other options permitted in § 1926.652(b).

WELDING & HOT WORK PROGRAM

Welding and burning operations have a high potential for causing personal injury and fires. Before you allow any welding, burning, or cutting operations to commence in your area, the immediate area must be inspected to insure that sparks or molten metal will not fall on combustible materials or other workers. The following will be a basic list of safe work practices to help in welding, burning, and cutting operations. This list is not intended to be all-inclusive, all local, state, federal, and manufactures regulations shall be adhered to.

- All equipment must be inspected before each use.
- Suitable charged fire extinguishing equipment of proper type must be immediately available in the work area.
- All combustible materials in the immediate work area shall be removed, (at least 35 feet) or protected from flame, heat, and sparks.
- Welding and cutting shall be done only by qualified personnel.
- All work shall be done with proper ventilation or use repertory protection.
- All equipment shall be in safe operating condition.
- Leaking valves of cylinders repaired or tagged and removed from service.
- Power cables and hoses shall be protected and in safe operating condition.
- When burning or welding, all employees in the area, shall wear appropriate PPE's. (Goggles, welding helmets, gloves, clothing, etc...)
- All personnel shall never be allowed to weld or burn on barrels, tanks, piping, or other systems which may have contained either combustible or other unknown products without first having tested to see that it is safe to do such work.
- When arc welding must be performed near other workers, they must be protected from the harmful arc rays by a non-combustible screen or each worker must wear adequate eye and face protection.
- All cylinders must be properly secured in the upright vertical position to prevent tipping and to avoid being struck or knocked over; coming in contact with electrical circuits or extreme heat sources; and shielded from welding and cutting operations. Do not store or use them on their sides or adjacent to any floor or wall opening.
- No cylinder shall be taken into any confined space.
- Empty cylinders shall be marked and stored in an area designated for empty cylinders.
- Never allow oil or grease to come into contact with oxygen equipment.
- Always consider a cylinder as full and hand it accordingly. Never drop or permit cylinders to strike each other.
- All electrical equipment must be grounded.
- All cylinders are to be placed in carts or tied off in a vertical position. Cylinders when not in use must have safety caps. On. Oxygen cylinders not in use shall be separated from fuel gas cylinders by a minimum distance of twenty feet (20'), or by a non-combustible fire barrier at least five feet (5') in height.
- Hot electrode holder not to be dipped in water to cool.

- Fuel gas cylinders are opened not more than 1.5 turns for quick closing.
- Cylinders must be secured on a cradle, pallet, or basket that has been appropriately designed and engineered when hoisting; they may not be hoisted by choker slings.
- Valve caps must be in place when cylinders are transported, moved, or stored.
- Cylinder valves must be closed when cylinders are not being used and when cylinders are being moved.
- Flow gauges and regulators on cylinders inspected prior to use and removed when not in use.
- Valves are cracked prior to installing regulators.
- Flash arrestors installed at torch handle.
- Torches must be lighted with friction lighters, not open flames.

Health & Safety Forms Index

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- 902. CONFINED SPACE CHECKLIST
- 903. CONFINED SPACE ENTRY PERMIT
- 904. CONFINED SPACE ENTRY LOG
- 905. FALL PROTECTION WORK PLAN
- 906. HOT WORK PERMIT
- 907. DAILY TASK HAZARD ANALYSIS
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- 909. NEAR MISS
- 910. PHYSICIAN'S RELEASE
- 911. SUBSTANCE ABUSE TEST
- 912. AIR MONITOR CALIBRATION FORM
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- 921. VEHICLE ACCIDENT FORM
- 922. SAFETY MEETING ATTENDANCE LOG
- 923. FORKLIFT DAILY INSPECTION FORM

NON PERMIT CONFINED SPACE ENTRY

DATE: _____

LOCATION: _____

MONITORING EQUIPMENT USED: _____

BUMP TEST PERFORMED: YES ☐ NO ☐

RESULTS:

H2S	_____	LEL	_____
O2	_____	CO	_____

INDIVIDUAL TESTING: _____

SIGNATURE: _____

TIMES TESTED:

	H2S	O2	LEL	CO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

FORM 902 - CONFINED SPACE CHECKLIST

(CIRCLE ONE)

- | | | |
|----|------------|---|
| 1 | Yes No N/A | ALL KNOWN LINE TO THE CONFINED SPACE, CONTAINING INERT, TOXIC FLAMMABLE, OR CORROSIVE MATERIALS HAVE BEEN VALVED OFF, BLANKED OR DISCONNECTED AND SEPARATED BEFORE ENTRY. |
| 2 | Yes No N/A | THE CONFINED SPACE HAS BEEN CHECKED FOR POSSIBLE INDUSTRIAL WASTE WHICH COULD CONTAIN TOXIC PROPERTIES |
| 3 | Yes No N/A | CONFINED SPACES HAVE BEEN THOROUGHLY EMPTIED OF ANY CORROSIVE OR HAZARDOUS SUBSTANCES, SUCH AS ACIDS OR CAUSTICS PRIOR TO WORK BEING PERFORMED |
| 4 | Yes No N/A | THERE IS AN ATTENDANT OUTSIDE OF THE PERMIT REQUIRED CONFINED SPACE, WHEN REQUIRED, WHOSE SOLE RESPONSIBILITY IS TO WATCH THE WORK IN PROGRESS |
| 5 | Yes No N/A | A SECOND STANDBY EMPLOYEE HAS BEEN TRAINED AND IS IMMEDIATELY AVAILABLE TO PERFORM RESCUE AND EMERGENCY SERVICES IN PERMIT REQUIRED CONFINED SPACE SITUATIONS |
| 6 | Yes No N/A | THE STANDBY EMPLOYEE OR OTHER EMPLOYEES ARE PROHIBITED FROM ENTERING THE CONFINED SPACE WITHOUT LIFELINES & RESPIRATORY EQUIPMENT IF THERE IS ANY QUESTION AS TO THE CAUSE OF THE EMERGENCY. |
| 7 | Yes No N/A | APPROPRIATE ATMOSPHERIC TESTS HAVE BEEN PERFORMED TO CHECK FOR: OXYGEN DEFICIENCY, TOXIC SUBSTANCE & EXPLOSIVE CONCENTRATIONS IN THE CONFINED SPACE BEFORE ENTRY |
| 8 | Yes No N/A | THE ATMOSPHERE INSIDE THE CONFINED SPACE IS CONTINUOUSLY MONITORED DURING THE CONDUCT OF WORK |
| 9 | Yes No N/A | NATURAL OR MECHANICAL VENTILATION IS PROVIDED WHEN NECESSARY PRIOR TO CONFINED SPACE ENTRY |
| 10 | Yes No N/A | APPROVED RESPIRATORY EQUIPMENT IS REQUIRED IF THE ATMOSPHERE INSIDE THE CONFINED SPACE CANNOT BE MADE ACCEPTABLE |
| 11 | Yes No N/A | IF NECESSARY, ADEQUATE ILLUMINATION WILL BE PROVIDED FOR WORK TO BE PERFORMED IN THE CONFINED SPACE |
| 12 | Yes No N/A | IF IT IS REQUIRED, ALL IMPELLERS, AGITATORS AND OTHER MOVING EQUIPMENT INSIDE THE CONFINED SPACES HAVE BEEN LOCKED OUT |
| 13 | Yes No N/A | ALL PORTABLE, ELECTRICAL EQUIPMENT BEING USED INSIDE THE CONFINED SPACES IS EITHER GROUNDED OR INSULATED, OR EQUIPPED WITH GROUND FAULT PROTECTION |
| 14 | Yes No N/A | BEFORE GAS WELDING OR BURNING IS STARTED IN A CONFINED SPACE, HOSES HAVE BEEN CHECKED FOR LEAKS, COMPRESSED GAS BOTTLES FORBIDDEN INSIDE OF CONFINED SPACE, TORCHES LIGHTED ONLY OUTSIDE OF THE CONFINED AREA AND THE CONFINED AREA TESTED FOR AN EXPLOSIVE ATMOSPHERE EACH TIME BEFORE A LIGHTED TORCH IS TO BE TAKEN INTO THE CONFINED SPACE. |
| 15 | Yes No N/A | EMPLOYEES WILL BE USING OXYGEN CONSUMING EQUIPMENT SUCH AS SALAMANDERS, TORCHES, FURNACES, ETC., IN THE CONFINED SPACE, AND SUFFICIENT AIR HAS BEEN PROVIDED TO ASSURE COMBUSTION WITHOUT REDUCING THE OXYGEN CONCENTRATION OF THE ATMOSPHERE BELOW 19.5% OR ABOVE 23.55 BY VOLUME. |

Authorized Person _____

Date _____

CONFINED SPACE: ☐

JOB #: _____

DATE: _____

 HAZARDOUS AREA: ☐
PERMIT VALID FOR 8 HOURS ONLY. ALL COPIES OF PERMIT WILL REMAIN AT JOB SITE UNTIL JOB IS COMPLETE.
JOB COMPLETION:

DATE: _____

 DECLASSIFIED: ☐

TIME: _____

 RECLASSIFIED: ☐

WHY: _____

SITE LOCATION & DESCRIPTION:
PURPOSE OF ENTRY:
SUPERVISOR(S) IN CHARGE OF CREWS
TYPE OF CREW

BOLD DENOTES MINIMUM REQUIREMENTS TO BE COMPLETED & REVIEWED PRIOR TO ENTRY

REQUIREMENTS COMPLETED	DATE	TIME	REQUIREMENTS COMPLETED	DATE	TIME
LOCK OUT/DE-ENERGIZE/TRYOUT			EMERGENCY ESCAPE RETRIEVAL EQUIP		
LINE(S) BROKEN-CAPPED-BLANKED			LIFELINES		
PURGE-FLUSH & VENT			BURNING & WELDING PERMIT		
VENTILATION			COMMUNICATION EQUIPMENT		
SECURE AREA (POST & FLAG)			FIRE EXTINGUISHERS		
BREATHING APPARATUS			LIGHTING (EXPLOSIVE PROOF)		
FULL BODY HARNESS W/ "D" RING			PROTECTIVE CLOTHING		
STANDBY SAFETY PERSONNEL			RESPIRATOR(S) (AIR PURIFYING)		
NOTE: ITEMS THAT DO NOT APPLY, ENTER N/A IN THE BLANK			FIRE WATCH (HOT WORK)		

PERSONAL PROTECTIVE EQUIPMENT

 EYE PROTECTION (GOGGLES & FACE SHEILD) ☐

 RUBBER GLOVES ☐

 SLICKER SUIT ☐

 RUBBER BOOTS ☐

 HEARING PROTECTION ☐
****RECORD CONTINUOUS MONITORING RESULTS EVERY 2 HOURS****

CONTINUOUS MONITORING ** TEST(S) TO BE TAKEN	PERMISSIBLE ENTRY LEVEL	%	TIME	%	TIME	%	TIME	%	TIME	%	TIME
PERCENT OF OXYGEN	19.5% TO 23.5%										
LOWER FLAMMABLE LIMIT	UNDER 10%										
CARBON MONOXIDE	> 35 PPM										
OTHER:											
GAS TESTER NAME		INSTRUMENT(S) USED				MODEL AND/OR TYPE				SERIAL AND/OR UNIT #	

SIGNATURES (PLEASE PRINT NAMES)

 ENTRY SUPERVISOR: _____
 PRINT NAME

 SAFETY ENGINEER: _____
 PRINT NAME

 SIGNATURE

 SIGNATURE

 ATTENDANT (STANDBY): _____
 PRINT NAME

 CLIENT REPRESENTATIVE: _____
 PRINT NAME

 SIGNATURE

 SIGNATURE

FORM 905 - FALL PROTECTION WORK PLAN

Page 1 of 2

JOB NAME:	PROJECT #:	DATE:
LOCATION:	FOREMAN:	

Fall hazards in work area:		
1. Elevations greater than 6' ☐ yes ☐ no ☐ n/a	6. Ladders above 6' ☐ yes ☐ no ☐ n/a	
2. Vent or mechanical openings ☐ yes ☐ no ☐ n/a	7. Leading edge work ☐ yes ☐ no ☐ n/a	
3. Structural steel erection ☐ yes ☐ no ☐ n/a	8. Man basket, Scissor Lift ☐ yes ☐ no ☐ n/a	
4. Open sided floors and platforms ☐ yes ☐ no ☐ n/a	9. Confined space entry ☐ yes ☐ no ☐ n/a	
5. Yellow Tagged approved scaffolds ☐ yes ☐ no ☐ n/a	10. Other	
Method of fall arrest and restraint:		
1. Full body harness and lanyard ☐ yes ☐ no ☐ n/a	4. Man basket w/full body harness ☐ yes ☐ no ☐ n/a	
2. Static/Life Lines ☐ yes ☐ no ☐ n/a	5. Control Access Zone (CAZ) ☐ yes ☐ no ☐ n/a	
1. Install guardrails, handrails, Top rail 42(+/-3)" midtrial 18-22" ☐ yes ☐ no ☐ n/a	6. Other	
Procedures for assembly of Fall Arrest System: (if any No answers, work cannot begin)		
1. Fall protection training of employee. ☐ yes ☐ no ☐ n/a		
2. Static lines required and properly in ☐ yes ☐ no ☐ n/a		
3. All guardrails and handrails installed by a competent employee utilizing appropriate safety equipment. ☐ yes ☐ no ☐ n/a		
4. Maintenance and inspection of the Fall Arrest System shall be done before work begins. ☐ yes ☐ no ☐ n/a		
5. Additional procedures required for assembly and inspection of the Fall Protection System to be used. ☐ yes ☐ no ☐ n/a		
(explain)		
Procedure for handling, storage and securing tools and material:		
All tools and materials used when working above ground level must be secured to prevent injury.		
List procedures to be used for this job:		
Overhead protection:		
1. Barricades and flagging in place? ☐ yes ☐ no ☐ n/a		
2. Warning signs posted? ☐ yes ☐ no ☐ n/a		
3. Toe boards as required? ☐ yes ☐ no ☐ n/a		
Rescue procedures:		
1. Locate emergency pull box and activate. Stay at the location until emergency team arrives.		
2. Radio: Radio any Foreman, Supervisor, etc. then call safety and base unit to request help.		
3. Phone: Dial the designated emergency extension at the facility.		
4. Call 911.		
5. Give required emergency information.		
Phone location:	First aid kit location	
Elevator location:		

EMPLOYEE FALL PROTECTION PROGRAM

Page 2 of 2

I _____ have been fully trained in the SSC Fall Protection Program which includes:

(PRINT NAME)

- A. Class III harness and lanyard inspection prior to use;
- B. Correct procedures for assembly, maintenance and disassembly;
- C. Method that will be used for fall arrest (Class III harness only);
- D. Potential fall hazards in the work area;
- E. Handling and storage
- F. Changes in the State/Federal regulations dealing with fall protection.

Signature below is an agreement that I intend to comply with all company/client/agency Fall Protection Safety procedures.

Employee Name (Print)	Employee No.
Employee Signature	Date
Trainers Name (Print)	Trainers Employee No./ Other
Trainers Signature	Date

FORM 906 - HOT WORK PERMIT

WORK BEING PERFORMED BY:

SSC ☐

SUB-CONTRACTOR ☐

AREA OF WORK: _____	CONTRACTOR: _____
SUPERINTENDENT: _____	PHONE #: _____ START DATE: _____
FOREMAN: _____	PHONE #: _____ END DATE: _____
WELDER: _____	FIRE WATCH: _____

DESCRIBE SOURCES OF IGNITION (E.G., ACETYLENE TORCH, SOLDERING, ELECTRIC ARC, ETC.), TYPE OF GASES, AND OTHER MATERIALS BEING USED:

LOCATION & DESCRIPTION OF WORK:

YES	NO	N/A	FIRE SAFETY
☐	☐	☐	ARE THERE FIRE ALARM DEVICES IN AN AREA THAT COULD BE IMPACTED FROM HOT WORK FUMES OR SMOKE? IF YES, YOU MUST NOTIFY SSC TO ESTABLISH FIRE DETECTION/SUPPRESSION SYSTEM IMPAIRMENT. (I.E. COVER ALARM DEVICES, TEMPORARILY SHUT DOWN DETECTION SYSTEM)
☐	☐	☐	IS THE APPROPRIATE TYPE (I.E. CARBON DIOXIDE OR DRY CHEMICAL) OF FIRE EXTINGUISHER LOCATED IN WORK AREA?
☐	☐	☐	ARE THERE METHODS TO CONTROL HEAT, SPARKS, OR SLAG FROM TRAVELING TO OTHER AREAS? (I.E. IMMEDIATE AREA, OPPOSITE SIDE OF WALL, INSIDE DUCTS OR PIPES BEING WORKED ON, ETC)
☐	☐	☐	ARE COMBUSTIBLES/FLAMMABLES WITHIN 35 FEET OF WORK (INCLUDING FLOORS, WALLS, AND IN AREAS ADJACENT TO WALLS BEING WORKED ON) REMOVED OR PROTECTED WITH APPROPRIATE FIRE RESISTANT GUARDS OR SHIELDS?
☐	☐	☐	HAS THE FOLLOWING BEEN REVIEWED WITH THE FIRE WATCH? (IF NO, REVIEW AT THIS TIME)
☐	☐	☐	◆ LOCATION OF APPROPRIATE FIRE FIGHTING EQUIPMENT
☐	☐	☐	◆ HOW TO USE FIRE EXTINGUISHER (P.A.S.S.)
☐	☐	☐	◆ HOW TO CORRECT OR STOP ANY CONDITIONS WHICH MAY LEAD TO A FIRE
☐	☐	☐	◆ HOW TO MONITOR THE WORK ON BOTH SIDES OF A WALL/FLOOR/PIPE
☐	☐	☐	◆ HOW TO NOTIFY APPROPRIATE PERSONNEL IN THE EVENT OF AN EMERGENCY & HOW TO ACTIVATE THE SITE EAP
☐	☐	☐	◆ HOW TO MONITOR WORKSITE FOR SMOLDERING FIRES FOR AT LEAST 30 MINUTES FOLLOWING JOB COMPLETION

CONFINED SPACE WORK

☐	☐	☐	IS THIS SPACE LARGE ENOUGH AND SO CONFIGURED THAT A PERSON CAN BODILY ENTER AND PERFORM ASSIGNED WORK, HAS LIMITED/RESTRICTED MEANS OF ENTRY/EXIT, AND SPACE IS NOT DESIGNED FOR CONTINUOUS EMPLOYEE OCCUPANCY? (IF YES, COMPLETE A CONFINED SPACE ENTRY PERMIT - FROM 903)
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GENERAL SAFETY

☐	☐	☐	IS MECHANICAL VENTILATION NEEDED TO KEEP THE TOXIC GASES, VAPORS, FUMES, OR DUSTS BELOW THE MAXIMUM ALLOWABLE CONCENTRATIONS?
☐	☐	☐	IS LOCKOUT/TAGOUT REQUIRED? (IF YES, FOLLOW LOCKOUT/TAGOUT PROCEDURES)
☐	☐	☐	ARE PIPELINES OR CONNECTIONS DISCONNECTED OR BLANKED?
☐	☐	☐	HAVE ALL WELDING & CUTTING EQUIPMENT BEEN INSPECTED TO ENSURE IT IS IN GOOD WORKING CONDITION?
☐	☐	☐	DO ALL WORKERS HAVE APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT?
☐	☐	☐	IS ARCH WELDING BEING PERFORMED AND DO PERSONS OTHER THAN THE WELDER & FIRE WATCH HAVE THE OPPORTUNITY TO BE IN THE WORK AREA? (IF YES, THEN NONCOMBUSTIBLE SCREENS PROVIDING UV PROTECTION TO OTHERS MUST BE USED)
☐	☐	☐	ANY OTHER SPECIAL CONDITIONS AND/OR SAFETY PRECAUTIONS? (IF YES, PLEASE EXPLAIN) _____

APPROVALS & AUTHORIZATIONS

ALL HOT WORK SHALL BE PERFORMED BY PERSONNEL WHO ARE TRAINED IN THE SAFE OPERATION OF EQUIPMENT AND ARE FAMILIAR WITH SSC CONSTRUCTION, INC. SAFETY & HEALTH POLICIES. SSC MANAGEMENT MUST INSPECT WORK AREA BEFORE ISSUANCE OF HOT WORK PERMIT. THIS PERMIT EXPIRES AT THE END OF THE JOB OR IF CONDITIONS CHANGE THAT ADVERSELY AFFECT SAFETY & HEALTH IN WORK AREA.

PROJECT SUPERINTENDENT SIGNATURE _____	DATE _____	SAFETY/FOREMAN SIGNATURE _____	DATE _____
--	------------	--------------------------------	------------

WORK AREA INSPECTED 30 MINUTES AFTER JOB COMPLETION:

INITIALS _____



Supervisor:	Date:
Location:	

Form 907 - DAILY TASK HAZARD ANALYSIS

Project Title:		
<u>Tasks expected to be performed today (use the next page for additional tasks):</u>		
1.		
2.		
3.		
4.		
5.		
Have all workers attended safety orientation?	Y	N
Does task require special training?	Y	N
Have MSDS been reviewed?	Y	N
What PPE is required per the MSDS		
<u>Potential hazards and controls (use back for additional hazards/controls):</u>		
1.		
2.		
3.		
4.		
5.		
COMMENTS FROM THE CREW (Do you have any other concerns about safety? Do you see any problems on our job?):		
NAMES OF THOSE WHO ATTENDED THIS DAILY TASK HAZARD ANALYSIS MEETING (List additional attendees on the next page)		
Printed Name		Signature
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Printed Name	Signature
11.	
12.	
13.	
14.	
15.	
16..	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	
25.	
26.	
27.	
28.	
29.	
30.	

Additional tasks expected to be performed today:

6. _____
7. _____
8. _____
9. _____
10. _____

Additional hazards and controls:

6. _____
7. _____
8. _____
9. _____
10. _____

1. Project Data

Page 1 of 3

Main Crane Lifting Points:	Main Boom	Jib Point
----------------------------	-----------	-----------

Work Performed:

Job #:	Work Order:	Date:
--------	-------------	-------

2. Crane Definition: Manufacturer: _____ Model: _____ Serial No.: _____ Crane Description: _____ Rated Capacity: _____ Area of Operation: _____ Crane Yearly Insp.: _____ Date: _____	3. Load Data A. Lift Description: _____ 1. Equip. #/Name: _____ 2. Dimensions: _____ 3. Total Gross Weight: _____ B. Maximum Operating Radius to be used during lift (ft.) _____
--	--

4. Crane Configuration			
Main Boom No. Sections: _____ Boom Size: _____ Boom Length: _____ Boom Type: _____ Hoisting from Main Boom: _____ Parts of Line: _____ Line Size (Dia): _____ Max. Load Radius Main Boom Max. Capacity of Lift Point: _____ Length of Main Boom: _____ Angle of Main Boom at Pick (Deg): _____ Angle of Main Boom at Set (Deg): _____	Jib to be Used	☐ Yes ☐ No	Jib Size: _____ Jib Length: _____ Jib Type: _____ Jib Offset Angle: _____ Jib Capacity of line at Parts: _____ Jib Max. Load Rad. _____ Jib Max. Capacity at Lift Point: _____ Jib (Lf) of Boom: _____ Jib Angle of Boom at Pick (Deg) _____ Jib Angle of Boom at Set (Deg) _____ Ground Compact ☐ Yes ☐ No Structural Supports Required ☐ Yes ☐ No

Pre-Lift Worksheet

Note: To be filled out before a lift

From 908 - Page 2 of 3

5. Lift Weight Data And Calculations

Weight of Load to be

Lifted: _____ Jib Stowed: ☐ Yes ☐ No

Max. Load Line

Weight: _____

Load Block Weight: _____

Rigging-Lifting Beam: _____

Rigging - Slings

Type: Nylon: _____

Rigging - Shackles

Type: 5/8" Anchor

Shackle Capacity: _____

Total Weight of Lifted Load & Crane

Components: _____

Total Weight Plus

Factor of: 1.10

Percent Capacity

Of This Lift _____ %

6. Lift Administration Checklist

Has pre-lift meeting been held with signal person/riggers/operator/
site supervisor: _____

☐ Yes ☐ No

Operator assigned for the Lift (name): _____

Print: _____

Sign: _____

Operator Certification Card Current

☐ Yes ☐ No

Signal person designated (name): _____

Print: _____

Sign: _____

Communication will be held by: **Hand or Radio, Both or Other**

(Please insert on Line): _____

Has JHA been completed: _____

☐ Yes ☐ No

Has Swing Clearance Been Checked

☐ Yes ☐ No

Has area been checked for safe entry and exit:

☐ Yes ☐ No

Tag lines are to be used: Description

☐ Diameter ☐ Length Location: _____

Pre-Lift Huddle Conducted/Permit Secured: _____

☐ Yes ☐ No

Potential Hazards To Be Addressed:

Weather: ☐ Yes ☐ No If yes please explain: _____

Electricity: ☐ Yes ☐ No If yes please explain: _____

What is Wind Speed: _____ ☐ 15mph consider shutting down lift ☐ 20mph cancel lift

Surrounding Obstacles ☐ Yes ☐ No If yes please explain: _____

7. Signatures of Plan Developers & Reviewers

Person responsible for lift: (operator)

Print:

Signature:

Date:

Site Superintendent:

Print:

Signature:

Date:

Other:

Print:

Signature:

Date:

Critical Lifts:

1. Any lift, above 15 tons over an operating unit, shelter or building
2. Any lift with a load great than 50 tons
3. Any lift in which the combination of weight and lift radius will load the crane in the use above 80% of its rated capacity
4. Any lift requiring the use of more than one crane
5. Any lift in which a significant risk of personnel injury or equipment damage is possible

PROJECT #: _____

INCIDENT DATE: _____

PROJECT NAME: _____

REPORTED BY: _____

DESCRIPTION (WHAT, WHERE, WHEN, WHO & HOW)

WHAT ACTS OR CONDITIONS LED DIRECTLY TO THE INCIDENT?

WHY WAS THE UNSAFE ACT COMMITTED, OR WHY WAS THE UNSAFE CONDITION PRESENT?

WHAT STEPS HAVE/WILL BE TAKEN TO PREVENT A SIMILAR INCIDENT?

PERSON RESPONSIBLE FOR FOLLOW-UP: _____

EXPECTED COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

VERIFIED BY: _____

SUPERINTENDENT SIGNATURE

DATE

SAFETY DIRECTOR

DATE

FORM 910 – PHYSICIAN’S RELEASE

(To be completed by the supervisor and taken to the physician)

Please render medical service to:

_____ who is employed by SSC Construction, Inc. and is presumed to have sustained an injury or illness in the course of employment. If hospitalization and/or medical treatment is required in excess of the limit provided by the Worker’s Compensation Law of the state in which the injury occurred, the Company will not be liable for the excess unless written authority for such treatment is first obtained from the company or its designated representative.

SSC Construction, Inc. requires all employees with doctor-treatable, work-related injuries or illnesses to submit to a drug/alcohol screen. Call the number listed below for details.

Date: _____

SSC Construction, Inc.

Phone Number: _____ Title: _____

Physician’s Release

(To be completed by physician on initial and all subsequent visits)

_____, whom I have treated for an injury/illness is hereby released to:

_____ Full duty works with attention to not aggravate the injury.

_____ Physical Limitations have been placed on the employee.

Limitations: _____

_____ Physical therapy was performed in the physician’s office.

Further physical therapy is required: _____

_____ Employee has received a prescription of more than a single dosage.

Prescription: _____
_____ (A non-prescriptive alternative was not available)

Follow-up

_____ A follow-up appointment has been scheduled on: _____

_____ No additional treatment is required.

Physician

Date

Supervisor’s Statement

The above named employee returned to work on _____ and has been assigned to duties in accordance with the physician’s release.

Job No. _____ Signed: _____

Date: _____ Title: _____

(Distribution: Original to Safety Office, Copy to Project, Copy to Medical Provider)

Date: ____/____/____

Project Name: _____

Project #: _____

Reason For Test:

- | | | |
|---|--|---|
| ☐ Pre-Employment | ☐ Random | ☐ Return to Duty |
| ☐ Reasonable Suspicion/Cause | ☐ Post Accident | ☐ Periodic |
| ☐ Other: _____ | | |

Donor Verified By:

- | | |
|-----------------------------------|---|
| ☐ Photo ID | ☐ Employee Representative ID |
|-----------------------------------|---|

Specimen Temperature:

Has it been read within 3 minutes?

- ☐
- Yes
- ☐
- No

Within range of 90 - 100 degrees F?

- ☐
- Yes
- ☐
- No

Donor Phone #: _____	Sex: ☐ Male
Date of Birth: _____	☐ Female
Social Security Number: _____	
<u>Donor Affidavit</u>	
Print Name: _____	
<i>I hereby certify that the specimen sealed with the above Social Security Number was provided by me on this date and has not been altered in any way.</i>	
Donor Signature _____	Date _____

I have tested the above sample in accordance with the directions and found the following results with 5 minutes:

- | | | |
|---------------------------------|-----------------------------------|-----------------------------------|
| ☐ Retest | ☐ Negative | ☐ Positive |
|---------------------------------|-----------------------------------|-----------------------------------|

Supervisor Name: _____

Supervisor Signature: _____

Date _____

- ▶ If positive, refer Donor to clinic for official collection and testing
- ▶ Send this form to **PAYROLL** in Corona (**FAX 951-278-2538 & DESTROY HARD COPY**)
- ▶ **DO NOT** keep a copy or place in employee file on job site

FORM 912 - Air Monitor Calibration Form

To be completed on the 1st week of each month

Project Name: _____ Project # _____

Date ____/____/____

Instrument Serial Number _____

Calibration Gas use by Date _____

Sensors	Alarm Points	Pass	Fail
O2	19.5min 23.5 max		
LEL	10 %		
CO	35 ppm		
H2S	10 ppm		

If unit fails: must be serviced immediately

Calibrated By _____
Print Name

Sign Name

FORM 913 - EQUIPMENT INCIDENT INVESTIGATION REPORT

Job Name: _____ Job #: _____

Date of Incident: _____ Time: _____ am / pm Date Reported: _____

Location of Incident: _____

Vehicle/Equipment No.: _____ Year: _____ Make: _____ Model: _____

Serial No: _____

Employee / Driver's Name: _____

Driver's License #: _____ State: _____

Briefly Describe Damage / Injuries: _____

Other Party's Name: _____ Phone: _____

Address: _____ Vehicle Make/Model: _____

Insurance Provider: _____

Policy #: _____

Briefly Describe Damage / Injuries: _____

Provide a full description of the incident. Give details on traffic or project information as it relates to the incident:

Diagram Incident:



Superintendent / Site Manager Signature

Date

Employee Signature

Date

	SSC	SUB	N/A	CORRECTED
1. PERSONAL PROTECTIVE EQUIPMENT				
1. Hard Hats				
2. Eye Protection				
3. Ear Protection				
4. Respirators				
5. Proper Clothing				
6. Proper Footwear				
7. Proper Personal Fall Protection				
2. HOUSE KEEPING				
1. Exits & Stairs Clear				
2. Piling & Stacking				
3. Debris Removal				
4. Nails Bent or Removed				
3. LADDERS & STAIRS				
1. Ladder Condition				
2. Ladders Tied Off				
3. Ladder 3' Above Landings				
4. Corral Openings				
4. RAILINGS / FLOOR OPENINGS				
1. Perimeter Protection				
2. Floor Openings / Shafts				
3. Stairs / Ramps				
4. Walkways				
5. Elevator Door Openings				
5. SCAFFOLDS				
1. Railings & Kickboards				
2. Tied to Building				
3. Planks & Platforms				
6. ELECTRICAL				
1. Adequate Lighting				
2. Grounding				
3. Cords, Plugs & Receptacles				
4. Cords Elevated				

	SSC	SUB	N/A	CORRECTED
7. FIRE PROTECTION				
1. Extinguishers				
2. Flammable Materials				
8. TOOLS				
1. Condition				
2. Guarded				
3. Power Cords				
4. Temporary Power Boxes				
9. SITE & PUBLIC PROTECTION				
1. Excavation / Trenches				
2. Equip. Inspections / Back-Up Alarm				
3. Forklift / Crane Certifications				
4. Fences				
5. Proper Lighting				
6. Barricades				
7. Proper Signage				
8. Rebar Caps				
10. FIRST AID & HEAT ILLNESS				
1. Trained Personnel				
2. Kits / Supplies				
3. Sanitation / Water / Shade				
11. PROGRAM / INFORMATION				
1. Daily inspections				
2. Orientation: New Hires / Haz. Sub.				
3. Safety Meetings				
4. Required Signs Posted				
5. Stretch & Flex Performed				
12. OTHER (LISTS)				
1. Safety Manual				
2. MSDS Book				
3. CAL-OSHA 300 Log				

FORM 915 – DAILY JOBSITE CHECKLIST

Date: __/__/__

Project Name: _____

Project # : _____

Location: _____

Foreman: _____

HOUSEKEEPING & SANITATION

- | | | | |
|--|-----|----|----|
| a. Work area is kept clean and free of trash, trip hazards, etc.? | Yes | No | NA |
| b. Restroom facilities available and sanitary? | Yes | No | NA |
| c. Full and empty gas cylinders separated by 5' tall ½ hour fire wall or a 20' distance? | Yes | No | NA |
| d. Cool drinking water and single use cups available in sufficient quantities? | Yes | No | NA |

PERSONAL PROTECTIVE EQUIPMENT

- | | | | |
|---|-----|----|----|
| a. Hard hats being worn by all personnel on the job site? | Yes | No | NA |
| b. Safety vests or orange shirts being worn? | Yes | No | NA |
| c. Eye protection being worn? | Yes | No | NA |
| d. Hand protection being worn? | Yes | No | NA |
| e. Foot protection being worn? (Leather boots, hard sole) | Yes | No | NA |

FIRE PROTECTION

- | | | | |
|----------------------------------|-----|----|----|
| a. Flammables properly stored? | Yes | No | NA |
| b. Only Safety Fuel cans in use? | Yes | No | NA |

WELDING & CUTTING

- | | | | |
|---|-----|----|----|
| a. Oxygen and gas cylinders upright and tied off? | Yes | No | NA |
| b. Cylinder caps in use? | Yes | No | NA |
| c. Proper eye protection in use? | Yes | No | NA |
| d. Fire extinguisher readily available? | Yes | No | NA |

ELECTRICAL

- | | | | |
|--|-----|----|----|
| a. Cords with exposed wires removed from service? | Yes | No | NA |
| b. Ground Fault Circuit Interrupter's in use with all extension cords? | Yes | No | NA |

NOTES:

Competent Person's Signature _____

FORM 916 - Lock-out/Tag-out Log

Date: ____/____/____

This form is used to identify lockout/tagout procedures involved when servicing/maintaining/constructing the equipment/machine/apparatus listed below.

Equip/Mach./Apparatus Name: _____ Location: _____

Authorized Employees: _____

Affected Employees: _____

Service/Maintenance/Construction Activities Requiring Lockout/Tagout: _____

Procedure (Circle): Lockout Tagout

Energy Type (Circle): Steam Natural Gas Moving Parts Chemicals Electric Power
 Water Pneumatic Compressed Air Hydraulic Other: _____

Lockout Device (Circle): Switch Valve Block Chain Hasp Other: _____

Energy Release Method (Circle): Ground Dissipate Drain Restrain Other: _____

Lockout/Tagout Checklist

- | | |
|---|---|
| ☐ 1. Identify all Energy Sources | ☐ 6. Reduce equipment to a zero energy state |
| ☐ 2. Notify all Affected Employees | ☐ 7. Verify equipment isolation |
| ☐ 3. Shut down the equipment | ☐ 8. Perform task |
| ☐ 4. Isolate equipment | ☐ 9. Remove lockout/tagout device |
| ☐ 5. Apply lockout/tagout devices | ☐ 10. Return equipment to service |

Lockout/Tagout Record

Hazard	Action Required	Lock #	Name	Locks/Tags On	Locks/Tags Off



FORM 917 - PHYSICIAN'S CLINIC PACKET CHECKLIST

Date: ____/____/____

Employee Name:

NOTE: PERSON COMPLETING THIS FORM; INITIAL & SIGN/DATE BELOW

INITIAL:

FORM:

PHYSICIAN'S RELEASE (TO BE COMPLETED BY PHYSICIAN, SUPERINTENDENT
OR PROJECT MANAGER)

INCIDENT INVESTIGATION REPORT (PG 1)

INCIDENT INVESTIGATION REPORT (PG 2)

SUBSTANCE ABUSE TEST FORM (TO BE COMPLETED BY PHYSICIAN,
SUPERINTENDENT OR PROJECT MANAGER)

DISCIPLINARY ACTION FORM

EQUIPMENT INCIDENT INVESTIGATION REPORT

NEAR MISS REPORT

ACCIDENT REPORT (VEHICLE, PROPERTY, PUBLIC)

SIGNATURE

DATE

TITLE

FORM 918 - SAFETY CITATION

Date: ____/____/____ Time: ____: ____ AM/PM Project Manager: _____

Project Name: _____ Project Number: _____

Employee Name: _____ Craft: _____

Foreman: _____ Superintendant: _____

Description of Incident/Violation:

Location on Project: _____

Employee has previous citations: Yes ☐ No ☐

Corrective actions:

Suspension:

From

To

Termination: Yes ☐ No ☐

Employee Response:

This form constitutes a "Written Notification/Citation" to document violations/counseling of SSC contractual policies and procedures.

Original to SSC HR Copy1 to Safety Director Copy2 to Project File

FORM 919 – RESPIRATOR TRAINING LOG

THIS FORM MUST BE FILED IN THE PERSONNEL OFFICE WITH A COPY OF THE PULMONARY TEST RESULTS ATTACHED.

EMPLOYEE NAME:	DATE:
Respirator Type:	TEST METHOD:
	TEST AGENT:
Instructions Given: Read the Company Respiratory Program (Section R2 of Safety Manual)	
Comments:	
Signature of Test Administrator:	
I, the undersigned, verify that the above information is true, and that I understand the inherent limitations regarding the use of respirators. I further understand that this fit-test is valid only for the type of respirator specified above.	
Signature of Employee:	



ON-SITE

HEALTH & SAFETY

IN CASE OF A **LIFE THREATENING** INJURY CALL **911**

LIFE THREATENING INJURIES ARE THOSE THAT INVOLVES:

- **LOSS OF CONSCIOUSNESS**
- **AIRWAY COMPROMISE**
- **BREATHING DIFFICULTY**
- **CIRCULATORY COMPROMISE**
- **OBVIOUS LONGBONE FRACTURES**
- **POSSIBILITY OF TRAUMATIC NECK OR BACK INJURY**
- **LARGE BURNS**
- **BURNS THAT INVOLVE THE FACE OR GENITAL AREA**

ALL OTHER INJURIES:

ON-SITE HEALTH & SAFETY

RESPONSE TO JOBSITE

24 HOURS/7 DAYS

(866) 998-2750

ALTERNATE AFTER-HOURS PHONE NUMBERS:

MOBILE: (925) 525-9855 | (925) 525-9851

- ☐ 1. Ensure the safety and security of the individual(s) that were injured or involved, other people on site, the public and the project.
- ☐ 2. Evaluate the injured employee:
 - Ask the employee where they feel the area of their body was damaged or hurting.
 - Make sure the employee is moved to a safe environment so that no further damage can be done to their body (ONLY IF THEY CAN MOVE). If they cannot move, do not move them yourself more damage could be caused if you decide to move them yourself.
 - Contact Onsite Health & Safety for an onsite evaluation 1-866-998-2750. They will inform you if the injury is treatable for First Aid.
 - If Onsite ***is*** able administer First Aid, be sure to keep the employee in the trailer and keep an eye on the employee in case anything changes.
 - If Onsite ***is not*** able to administer First Aid you will then need to take the employee to the clinic or you may need to call 911 for immediate emergencies.
 - If the injured employee must be treated by a clinic, a manager will be required to attend.
- ☐ 3. All incidents involving an injury contact Kristina De La Torre at (951) 278-1177 ext. 107 **WITHIN AN HOUR OF THE INCIDENT**
- ☐ 4. If First Aid is administered or you have to take the employee to the clinic you will need to take an Incident Investigation Report to fill out. It is important to be sure that the entire packet is filled out. The DWC1 form will need to have signatures by both the employee and employer (you) and a copy of the signed form must be given to the employee.
- ☐ 5. Be sure that when filling out the Incident Investigation Packet that everything is filled out. It is important that all the statements are filled out (Supervisor, Witness & Injured Employee). This will help state a clear understanding of what happened in the reporting.
 - Be sure to take photos of the incident scene and surrounding area immediately. Include these photos in the investigation report. Please number, date, use arrows to indicate specific targets, etc.
 - Provide training certificates, orientation documentation, Job Hazard Analysis for this specific task to include in the Incident Investigation Packet.
- ☐ 6. If the injured employee is given modified duty from the clinic/hospital the employer will need to comply with the doctors' orders and provide the employee modified/restricted duty until the employee is returned to full duty or discharged from care.
- ☐ 7. If the employee refuses treatment complete FORM 920 - Incident Investigation Packet, **you still need to complete the DWC1** and in the employee's injured worker statement have them state that they have refused treatment.
- ☐ 8. If an employee is hospitalized or transported by a medical service, OSHA must be contacted immediately by the Controller or President.

#1 Employer's Information:

Company Name: _____ WC Policy Number: _____
Mailing Address: _____ Phone # _____
Nature of Business (type of Contractor): _____
Job Site Name: _____ Project Number: _____
Job Site Address: _____

#2 Employee Information:

Employee Name: _____
Address: _____
Street Address City State Zip Code
Social Security Number: ____-____-____ ☐ Male ☐ Female
Phone Number: (____) _____ Date of birth: ____/____/____ Date hired: ____/____/____
Job Title: _____
Employee usually works: _____ hours per day, _____ days per week, _____ total weekly hours
Employment Status: ☐ Full Time ☐ Part Time ☐ Temporary ☐ Seasonal
Gross wages/salary: \$_____ per _____

#3 Injury/Illness Information:

Date of Incident: ____/____/____ Day of Week: _____ Time of Incident: ____: ____ am/pm
Time Employee Began Work: ____: ____ am/pm If Employee Died, Date of Death: ____/____/____
Type of Injury: _____ Part of body injured: _____
Exact Location of Incident (Bldg. Level/Area): _____
Employee's Foreman: _____ Employee's Superintendent: _____
Were they working on a crew? ☐ Yes ☐ No
PPE worn at time of incident (list): _____
Were other workers injured in this event? ☐ Yes ☐ No
Date reported to SSC Construction: ____/____/____, to whom at SSC Construction _____
Was the employee taken to a medical facility offsite? ☐ Yes ☐ No Date: ____/____/____
Treating Facility Name & Phone Number: _____ (____) _____

Physician's Name: _____

Employee Returned to: ☐ Regular Work ☐ Modified Work If not, estimated return date: ____/____/____

Were they unable to work for at least one day after date of injury? ☐ Yes ☐ No

Date Last Worked: ____/____/____ Date Returned to Work: ____/____/____

Is employee still off work? ☐ Yes ☐ No

Was the employee paid full wages for date of injury or last day worked? ☐ Yes ☐ No

Is the employee's salary being continued? ☐ Yes ☐ No

Equipment, materials and chemicals the employee was using when event or exposure occurred (i.e., Acetylene, welding torch, tractor, scaffold)?

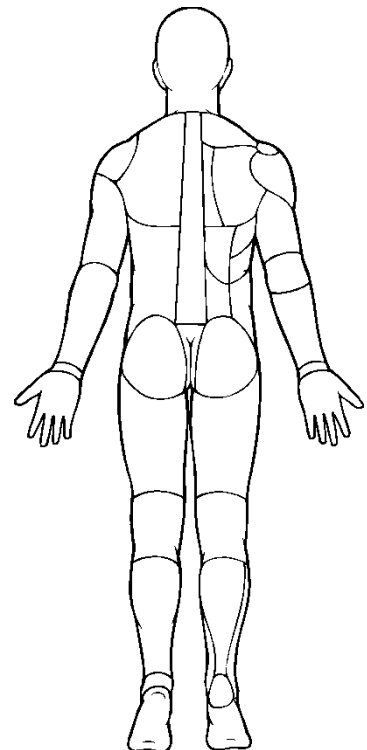
General activity at time of incident (i.e., concrete)?

Specific task at time of incident (i.e., Finishing)?

NOTE: This does not take the place of a witness Statement. Describe in detail the circumstances of the incident (attach diagrams, drawings and/or photos of accident scene). Give a chronological sequence of events. If materials and/or equipment were involved, start before the materials/equipment were brought to the incident scene describing who, what, where, when, how:

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

A line drawing of a human figure from the front, showing the torso and limbs. A dashed vertical line runs down the center of the back, representing the spine. A small rectangular area is marked on the lower back, indicating the location of the pressure sensor.



#5 Additional Information

Name of witnesses and others working with injured worker (attach witness statements): _____

Object, substance, equipment involved in incident (desc/model/serial #): _____

List PPE worn at time of incident:

Safety equipment, PPE & training required for job:

Does employee normally operate this equipment? ☐ Yes ☐ No

Was employee instructed in the safe use of this equipment? ☐ Yes ☐ No When/how? – Describe in detail & attach copies of equipment certifications): _____

Was any defect with the equipment noted or reported prior to accident/incident? ☐ Yes ☐ No

Were standard work procedures followed? ☐ Yes ☐ No If no, why not – describe in detail, attach additional sheets if necessary and attach a copy of the standard site procedures. _____

Was a safety rule or specific instruction violated? ☐ Yes ☐ No If yes, what – describe in detail, attach additional sheets if necessary and attach a copy of the rule/regulation?

When was the last safety meeting conducted? ____/____/____

When was the last jobsite audit conducted? ____/____/____

Attach copies of the last safety meeting agenda with sign-in sheet and Job Hazard Analysis for specific task.

#6 Completing Report:

Supervisor Completing Report:

Name: _____

Signature: _____

Date report prepared: ____/____/____

Management Review By:

Name: _____

Signature: _____

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility *Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad*



If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. There is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor or medical group. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Different rules apply if your employer is using a Health Care Organization (HCO) or a Medical Provider Network (MPN). A MPN is a selected network of health care providers to provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to be liable for up to \$10,000 in treatment until the claim is accepted or rejected.

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same level of privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, for most injuries you will receive temporary disability payments for a limited period of time. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Return to Work: To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may

Si Ud. se lesiona o se enferma, ya sea físicamente o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación de trabajadores. Se adjunta el formulario para presentar un reclamo de compensación de trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el administrador de reclamos, quien es responsable por el manejo de su reclamo, le notificará sobre su elegibilidad para beneficios.

Para presentar un reclamo, llene la sección del formulario designada para el "Empleado," guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador," le dará a Ud. una copia fechada, guardará una copia, y enviará una al administrador de reclamos. Los beneficios no pueden comenzar hasta, que el administrador de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Hay un límite para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician PTP es el médico con la responsabilidad total para tratar su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico o grupo médico previamente designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas diferentes que se aplican cuando su empleador usa una Organización de Cuidado Médico (HCO) o una Red de Proveedores Médicos (MPN). Una MPN es una red de proveedores de asistencia médica seleccionados para dar tratamiento a los trabajadores lesionados en el trabajo. Usted debe recibir información de su empleador si su tratamiento es cubierto por una HCO o una MPN. Hable con su empleador para más información. Si su empleador no ha colocado un cartel describiendo sus derechos para la compensación de trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

Dentro de un día después de que Ud. Presente un formulario de reclamo, su empleador autorizará todo tratamiento médico de acuerdo con las pautas de tratamiento aplicables a la presunta lesión y será responsable por \$10,000 en tratamiento hasta que el reclamo sea aceptado o rechazado.

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación de trabajadores, sus expedientes médicos no tendrán el mismo nivel de privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un juez de compensación de trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. solicita privacidad, es posible que el juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal para la mayoría de las lesiones por un periodo limitado. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility Formulario de Reclamo de Compensación de Trabajadores (DWC 1) y Notificación de Posible Elegibilidad



be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Supplemental Job Displacement Benefit (SJDB): If you were injured after 1/1/04 and you have a permanent disability that prevents you from returning to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation (DWC), or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC website at www.dwc.ca.gov.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at www.californiaspecialist.org.

por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres días en que Ud. no trabaje, a menos que Ud. sea hospitalizado una noche o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarlo a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el administrador de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado u otro trabajo podría ser temporal o podría extenderse dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. Se lesionó después del 1/1/04 y tiene una incapacidad permanente que le impide regresar al trabajo dentro de 60 días después de que los pagos por incapacidad temporal terminen, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador de reclamos pagará los gastos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que viven en el hogar y que dependían económicamente del trabajador difunto.

Es ilegal que su empleador le castigue o despidan, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. (El Código Laboral sección 132a.) De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

Ud. tiene derecho a no estar de acuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador de reclamos para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios del Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División Estatal de Compensación de Trabajadores (*Division of Workers' Compensation - DWC*) o puede escuchar información grabada, así como una lista de oficinas locales llamando al **(800) 736-7401**. Ud. también puede consultar con la página Web de la DWC en www.dwc.ca.gov.

Ud. puede consultar con un abogado. La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un abogado, los honorarios serán tomados de algunos de sus beneficios. Para obtener nombres de abogados de compensación de trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó consulte con la página Web en www.californiaspecialist.org.



WORKERS' COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la Division de Compensación al Trabajador al (800) 736-7401 para oír información gravada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

☐ Employer copy/Copia del Empleador ☐ Employee copy/ Copia del Empleado

Empleador: Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de **un día hábil** desde el momento de haber sido recibida la forma del empleado.

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

☐ Claims Administrator/Administrador de Reclamos ☐ Temporary Receipt/Recibo del Empleado

INJURED WORKER STATEMENT

Date: ____/____/____ Project Name: _____

Name: _____ Date of Birth: ____/____/____

Address: _____ City, State, Zip _____

Phone: _____ Phone 2: _____

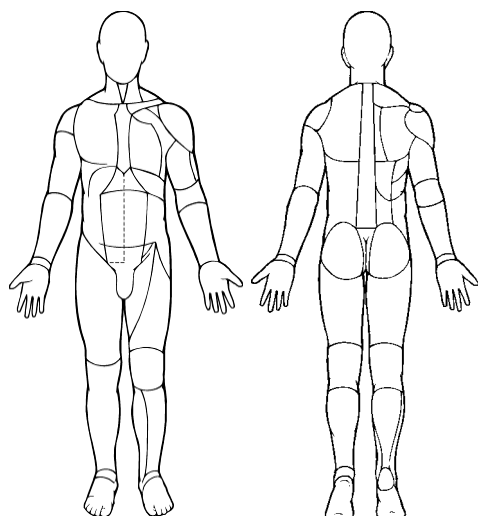
Date of Incident: ____/____/____ Time of Incident: ____: ____ AM ☐ PM ☐

What happened? (Explain in Detail)

List names of co-workers that witnessed the incident:

To what part of the body was the injury sustained?

(Please print in this space and mark with "X" on diagram)



Employee Signature: _____

EMPLOYEE WITNESS STATEMENT

Date: ____/____/____ Project Name: _____

Name of witness _____ Company: _____

Address: _____ City, State, Zip _____

Phone: _____ Phone 2: _____

Date of Incident: ____/____/____ Time of Incident: ____: ____ AM ☐ PM ☐

Name of injured worker: _____

What happened? (Explain in Detail)

I believe the preceding statement to be true to the best of my knowledge.

Witness's Signature: _____

SUPERVISOR STATEMENT

Date: ____/____/____ Project Name: _____

Name of supervisor _____ Company: _____

Address: _____ City, State, Zip _____

Phone: _____ Phone _____

Date of Incident: ____/____/____ Time of Incident: ____: ____ AM ☐ PM ☐

Name of injured worker: _____

What happened? (Explain in Detail)

I believe the preceding statement to be true to the best of my knowledge.

Supervisor Signature: _____

RETURN TO WORK PROGRAM

Modified work is defined as the temporary period of time when the employee first comes back to work with restrictions or job modifications, until the time when they are fully functional in their job or the Company determines that it cannot reasonably accommodate the work restrictions.

SSC Construction Inc. will attempt to provide modified work that allows our injured employees an opportunity to return to work on a modified work status whenever possible. This modified work process will focus on your abilities and we will attempt to make the necessary accommodations for your work restrictions.

When an employee reports an injury, they will be given certain forms and may be taken to a doctor for treatment and/or an examination. If the doctor determines that the employee qualifies for our Return to Work Program, the doctor will complete a work status report with the recommended restrictions for modified duty. SSC Construction Inc will then review the work status report and to the extent possible provide modified work until the employee is able to return to full duty. Modified work may be offered at any project and/or any shift.

You must inform your doctor that there is modified work available to you, regardless of your work restrictions. You must also report to work immediately if possible, or by the next working day to inform your supervisor in any changes to your work restrictions. You must give your supervisor your written work status from the doctors listing all work restrictions. You may not return to work without release from your doctor.

This letter serves as notice to you that modified work is available to you. Failure to return to the position that is available may affect your employment with SSC Construction Inc.

SSC Construction Inc feels it is important to create an environment that allows injured employees an opportunity to recover to their maximum potential and, whenever possible, continue to contribute to the success of our organization.

☐ I have read and fully understand the above policy for SSC Construction Inc. Return-To-Work Program. Signing this form states that I will accept modified duty.

Employee Name (Printed)

Employee Signature

____/____/____
Date

RETURN TO WORK AGREEMENT

SSC Construction Inc. has modified work available that allows our injured employees an opportunity to return to work on a modified work status whenever possible. This modified work process will focus on your abilities and we will attempt to make the necessary accommodations for your work restrictions.

Information received from Dr. _____ indicates that although you are not able to perform all of your customary job duties, you may perform other modified duties as of ____/____/____ that are within the following restrictions/capabilities:

We request that you report on:

Date: _____

Report to: _____

Time: _____

Days Per Week: _____

Address: _____

Hours Per Day: _____

Phone: _____

** Wages will not be affected by this agreement.*

Modified work is defined as the temporary period of time when the employee first comes back to work with restrictions or job modifications, until the time when they are fully functional in their job or the Company determines that it cannot reasonably accommodate the work restrictions.

This letter serves as notice that modified work is available to you. You must respond to this letter within the next 48 hours.

SSC Construction Inc. feels it is important to create an environment that allows injured employees an opportunity to recover to their maximum potential and continue to contribute to the success of our organization.

☐ I _____ agree to the restrictions given to me by the doctor and will report
For modified duty on ____/____/____.

☐ I declined this modified work position.

Employee Signature

_____/_____/_____
Date

If you have any questions or concerns, please contact Kristina De La Torre at (951) 278-1177 ext. 107.

MODIFIED DUTY OFFER LETTER

8/5/2015

Jane Doe
1234 Happy Lane
San Francisco, CA 94105

Re: Bona Fide Offer for Modified Duty
Dear Jane Doe:

SSC Construction Inc. has offered you modified duty to accommodate the restrictions given by your doctor. Our records show that you have not shown up to work or called your Supervisor in 3 days, we would like to offer you once again modified duty to help you transition back to your full capacity.

We believe this assignment is within your capabilities as described by your doctor. You will only be assigned tasks consistent with your physical abilities, skills and knowledge. If any training is required to do this assignment, it will be provided.

Job title: _____

Description of physical requirements of this position _____

Address: _____

Work Hours: From: (_____) To: (_____) _____

(Wages will not be affected)

Job: _____ Supervisor _____

-Attached is a copy of the letter you signed at the doctor's appointment when you were put on modified duty, stating you agreed to accept modified/light duty.

-Attached is a copy of the doctor's status report with your restrictions.

We look forward to your return. If you have any questions, please do not hesitate to contact Kristina De La Torre at (951) 278-1177 ext. 107.

Sincerely,

Management

FORM 921 - VEHICLE ACCIDENT FORM

Vehicle / Case # _____

Date: ____/____/____

Driver Name: _____

Driver License # _____

Vehicle License # _____

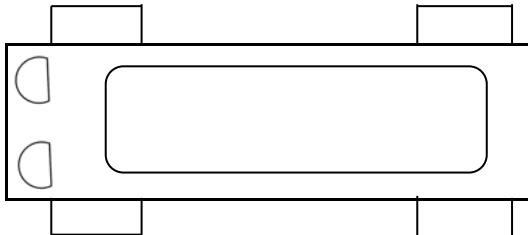
Vehicle # _____

Vehicle Make & Model: _____

Vehicle Color: _____

Photo Taken By: _____

Shade In
Damaged
Areas:



Address: _____

City: _____ State: _____

Telephone # _____ D.O.B. ____/____/____

Passenger #1
Name _____

Passenger #2
Name _____

Passenger #3
Name _____

Passenger #4
Name _____

Obtain Insurance Information On All Vehicles:

EXAMPLE: ALLSTATE INSURANCE: Policy #12345678

V-1 _____

V-2 _____

V-3 _____

V-4 _____



Form 922 - SAFETY MEETING ATTENDANCE LOG

Project Name:

Date:

Supervisor:

Topics Discussed:

New/Ongoing SDS:

BEFORE THE WORK DAY				END OF WORK DAY	
PRINT NAME	SIGNATURE	HARNESS CHECK		WERE YOU INJURED TODAY?	SIGN OUT
		Yes/No	INITIAL	Yes/No	INITIAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Add names in a new sheet if more than 12 individuals are attending

FROM 923-DAILY FORKLIFT INSPECTION

Job # _____

Week Beginning: ____ / ____ / ____

LIFT # _____

Inspector: _____

Instruction:

Each forklift will be operationally tested and visually inspected each day. The designated inspector will place a (√) in the appropriate box when an item passes inspection. Leave the box empty and note a brief description of any problem. Immediately notify the Foreman of any aerial lift deficiencies. The Foremen will forward this inspection form to the Safety Dept. at the end of each week.

Operating Controls (Operational)	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Maintenance Needed
Emergency Stop & Brakes								
Operation Levers & Controls								
Foot Controls (if applicable)								
Safety Signs & Load Charts								
Boom & Forks	Comments:							
Hydraulic Leaks								
Extension Cylinders & Chains								
Pivot Pins								
Electrical Lines								
Vert. Mast Sliding & Rolling Prts.								
Base	Comments:							
(Visual)								
Broken, Cracked or Loose Parts								
Lights, Mirrors & Windows Clean								
Seat Belt & It's Mounts								
Tires & Outriggers								
Back Up Alarm, Horn & Manual								
Engine Compartment	Comments:							
(Visual)								
Oil Level								
Fuel Level								
Belt, Hose & Motor Condition								
Battery & Electrical								

Additional Notes: _____

Dept. Foreman Signature: _____

Date: ____ / ____ / ____

CAVIGNAC & ASSOCIATES

INSURANCE BROKERS

License No. 0A99520
450 B Street, Suite 1800 San Diego, CA 92101-8005
Tel. 619.234.6848 • Fax 619.234.8601 • Web www.cavignac.com

December 15, 2015

SSC Construction, Inc.
2073 Railroad St.
Corona, CA 92880

Re: California Workers Compensation Experience Modification

Dear Ms. De La Torre:

The purpose of this letter is to provide information regarding the California workers compensation experience modification for SSC Construction, Inc. The current rating is 157%, and the 2014 rating was 124%. Prior to that the rating was below 100%. In 2014, the 2012 policy year cycled into the experience period, causing the rating to rise above 100%. The claims in the 2012 policy year responsible for the increase in the rating are more a result of claim litigation than of injury severity or poor safety practices at SSC Construction, Inc. Each of these claims has grown to a size larger than would be anticipated due to ongoing litigation and added body parts, and are having a disproportionate impact on the rating. That impact has grown from the 2014 rating to the current 2015 rating, as the claims develop. However at this time nearly all the claims affecting the rating are settled and closed or will be closing shortly.

Since the 2012 policy year, SSC has made several changes in their safety and claims handling practices to reduce injury frequency as well as claim severity and litigation. Additionally, the firm has now partnered with our agency and with Travelers Insurance Company to further provide support in the areas of safety, human resources, and claims management. As a result of these changes, the loss experience has been improving since the 2012 policy year, with the last injury occurring in August 2014. We anticipate that when the 2012 policy year cycles out of the rating in 2017, the rating will drop below 100% once more.

If you require any additional information, please let me know.

Sincerely,



Meghan Dickerson,
Director of Risk Control
direct line: 619-744-0571
fax line: 619-234-8601
e-mail: mbankhead@cavignac.com

Union Apprenticeship

Northern California

Carpenters Local 713 Sunol: 1050 Mattox Road, Hayward, CA 94541 (510) 581-7817

Cement Mason's Local 400: 810 W. Stadium Lane, Sacramento, CA 95834 (916) 565-0128

Operating Engineers Local 3: 1620 South Loop Road, Alameda, CA 94502 (510) 748-7400

Laborers: 4780 Chabot Drive, Suite 200, Pleasanton, CA 94588 (925) 469-6800

Southern California

Carpenters: 533 S. Fremont Ave. 10th Floor, Los Angeles, CA 90071 (213) 488-0258

Laborers Local 652: 1532 E. Chestnut Ave., Santa Ana, CA 92701 (714) 542-7203

Cement Masons: 1906 W. Garvey Ave South, Suite 100, West Covina, CA 91790 (626) 849-2583

Operating Engineers: 150 East Corson St., P.O. Box 7109, Pasadena, CA 91109 (626) 792-8900

Neil B. Nehmens, P.E.

Principle in Charge

REGISTRATION

Professional Civil Engineer
State of California, No. 65391

EDUCATION

BS, Civil Engineering with
Emphasis in Water Resources
and Structural Engineering
Minor in Business Management,
University of California, Irvine

PROFESSIONAL AFFILIATIONS

CWEA
DBIA
AGC
Beavers

Summary

Neil Nehmens is President of SSC Construction, Inc. Throughout his tenure he has participated in both the design and construction of design-build and design-bid-build projects alike and is aware of the associated requirements on both. He has managed the construction of approximately 37 complex water treatment/pumping/storage projects at SSC ranging from \$1 million to \$65 million and has been responsible for all aspects of a projects progression throughout his tenure from Project Management, Scheduling, Estimating, Contract Negotiations, Claims Mitigation, Start-up and Commissioning, and Operations Management.

Prior to SSC, Mr. Nehmens worked for ASL Engineers (now owned by Tetra-Tech), an engineering firm that specialized in the design of water reservoirs and treatment plants. Mr. Nehmens is involved in the promoting and progression of alternative project delivery within the industry and is a proponent of proper pre-planning and partnering.

Experience

Provided overall technical, scheduling, and management direction on the following projects:

- \$7 million dollar Confidential Project located in San Diego County, CA
- \$40 million dollar Lloyd W. Michael Water Treatment Plant Regulatory Compliance Upgrade
- \$45 million dollar Westlake Farms Composting Facility Phase 1 – Mixing and Composting Facilities
- \$18.7 million dollar Inland Empire Utility Agency RP-1 Dewatering Facility Expansion Project
- \$69.9 million dollar Henry C. Garnett Water Purification Plant Expansion Project
- \$19 million dollar City of Santa Monica's Design-Build Charnock Well Field Restoration Project
- \$45 million dollars in upgrades for the Victorville Water Reclamation Authority in two phases
- \$21.7 million Los Alamito Pump Station and Los Alamitos Retarding Basin
- \$9 million dollar Cypress Street Reservoir
- \$36.5 million dollar 12 MGD Canyon Filtration Plant Membrane

Treatment Upgrade and Expansion

- \$11 million dollar 8 MG Lakeview Reservoir
- \$25 million dollar Meadowlark Water Reclamation Facility
- \$1.2 million dollar Design-Build Oro Grande Access Road and Mojave Riverbank Replacement & Pond 9 Levee
- \$7 million dollar City of Ontario Reservoir (6 MG)
- \$9.4 million dollar Ladera Ranch Covenant Hills Zone 1/A Reservoir (2) MG and Zone II/B Pump Stations
- \$7.8 million dollar Linne Road Reservoir (7.2 MG)
- \$3.7 million dollar Supplemental Reservoir (1.65 MG)
- \$3.5 million dollar Northern Dougherty Valley Zone 3 Potable Water Facilities (1.7 MG)
- \$2.3 million dollar Tract No. 5164-3 Water Improvements Tank Project (1.6 MG)
- \$4.2 million dollar Grove Street Reservoir Reconstruction (2.8 MG)
- \$5.5 million dollar Plant 37 Relocation (4 MG)
- \$5.3 million dollar Recycled Reservoir/ 944 Recycled Pump Station (3.5 MG)
- \$4 million dollar Ladera Ranch Reservoir (4 MG)
- \$6.7 million dollar Main Street Facilities Improvements (2.2 MG)
- \$7 million dollar John Garthe Reservoir Improvements (2) 5 MG
- \$8 million dollar Rancho Santa Fe Water Reclamation Plant
- \$2.5 million dollar Design-Build Rancho Sante Fe Blending Reservoir (3 MG)
- \$7.6 million dollar Longden and Van Nuys Reservoirs (1) 3.8 MG & (1) 6.0 MG

David M. Larsen, P.E.

Project Manager

EDUCATION

MS, Civil Engineering with
Structural Emphasis

BS, Civil Engineering with
Structural Emphasis

University of California,
Irvine

REGISTRATIONS

Professional Civil Engineer
State of California
No. 61787

PUBLICATIONS

Experimental Cyclic Testing
of Timber Framed Shear
Walls Utilizing Plywood and
Gypsum Wallboard
Sheathing, University of
California Irvine, 200

Summary

Mr. Larsen is a Project Manager for SSC Construction, Inc. He has coordinated the construction of several water and wastewater facility expansion projects in the public sector. He is a licensed Civil Engineer in the state of California and prior to SSC worked as a structural design engineer.

Experience

- **\$7 million dollar Confidential Project located in San Diego County, CA**
- **Lloyd W. Michael Water Treatment Plant Regulatory Compliance Upgrade:** Construction of treatment process improvements including granular activated carbon (GAC) contactors, GAC effluent pump station, UV disinfection system, 6 MG potable water storage reservoir, bulk sodium hypochlorite system, equalization basin, sludge ponds, decant pump station, HVAC improvements, electrical and instrumentation work. Client: Cucamonga Valley Water District
- **Westlake Farms Composting Facility Phase I – Mixing and Composting Facilities:** Construction of new reinforced concrete structures including a mixing building, composting beds, pump stations, sewer structures, and equipment foundations; mechanical equipment, piping, valves, electrical and instrumentation; sewers and yard piping; shoring, grading, paving, excavation, backfill, landscaping; modifications, removal, and/or relocation of existing facilities; and all other appurtenant work. Client: County Sanitation District No. 2 of Los Angeles
- **Charnock Well Field Restoration Project for the City of Santa Monica:** Two treatment facilities – Charnock with a 3,000 gpm capacity and Arcadia with a 7,000 gpm capacity; A GAC absorption system to treat contaminated ground water from three wells; construction of a chemical feed facility; Installation of Greensand pressure filtration and fluoridation system. The project is an expansion of an existing water treatment facility and utilized the progressive design-build – GMP project delivery method. Client: City of Santa Monica
- **Henry C. Garnett Water Purification Plant Expansion Project for Kern County Water Agency:** Plant expansion from 45 MGD to 90 MGD. Construction of a new 4.7 MG finished water clearwell with groundwater suppression system and hypalon baffle curtain. 8,000 psi concrete; Installation of over 7,000 feet of yard piping ranging in size from 12-inch to 72-inch; Construction of a new chemical feed facility and new filter facility as well as misc. pumping

and flash mix facilities. Client: Kern County Water Agency

- **18 MGD Regional Wastewater Reclamation Facility Upgrades Project:** Construction of 2 Aeration Basins, Influent Junction Structure, Bar Screen Facility, Blower Building and 5 percolation ponds. Client: Victor Valley Wastewater Reclamation Authority
- **14.5 MGD Regional Wastewater Reclamation Facility Upgrades Project:** 4 primary clarifiers, 2 secondary clarifiers, 2 anaerobic digesters, 1 dissolved air flotation thickener, 1 sludge lagoon pump station, 17 acres of sludge drying beds, 2 scum drying beds, septage receiving system and misc. improvements. Client: Victor Valley Wastewater Reclamation Authority
- **Oliver P. Roemer Water Filtration Facilities Expansion Project:** Pretreatment facilities consisting of chemical feed, flocculation and sedimentation facilities; installation of two package contact adsorption clarification filter units; expansion of the existing filter building; installation of new UV disinfection facilities; construction of a raw water pumping station; influent blending pond; sludge ponds and all appurtenant work. Client: West Valley Water District

PRIOR TO SSC:

- **Brandow & Johnston Associates:** Supervised all phases of project development, including design development, structural design and construction management. Structural steel office buildings, low rise concrete buildings, low rise CMU and timber office buildings, single story timber buildings, seismic evaluation and strengthening of existing structures, and various tenant improvements.
- **University of California, Irvine, Researcher:** Supervised the construction and structural testing of timber framed shear walls as part of a research project for the City of Los Angeles. Provided detailed reports and analysis used by SEAOSC Testing and Standards Committee for justifying and revising the allowable design values for timber shear walls published in the Uniform Building Code and the City of Los Angeles Building Code. Also oversaw and assisted in the construction, instrumentation, structural testing and demolition of various research projects including concrete pier wall and column testing for CalTrans, alternative building materials for Rastra, and timber shear wall testing for ShearMax, Hardi-frame.

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Skyler Warner

Project Engineer

EDUCATION

BS, Civil Engineering
Oregon State University
Corvallis, OR

MS, Structural Engineering
Oregon State University
Corvallis, OR

Summary

Mr. Warner is a Project Engineer at SSC Construction, Inc. He has participated in the construction of three of our projects. He has been with SSC Construction, Inc. for 4 years.

Experience

- **\$7 million dollar Confidential Project located in San Diego County, CA**
- **Silver Lake Reservoir:** Procurement and installation of 70,000 CY of concrete, reinforcing, forming, shoring, subgrade of class II permeable base, fine grade for base rock, interior potable water lines, embedded, interior cleaning, chlorination, testing, and all associated field work. Client: Los Angeles Department of Water and Power
- **PA-1 Zone I, Zone IA Domestic Water, Zone A Recycled Water PRS & Future Ladera Ranch Zone A Recycled Water Pump Station and Ladera Ranch Zone I/PA-1 Zone IA*Domestic Water PRS & New Prima Deshecha Landfill Recycled Water Pump Stations:** Construction of three separate domestic water and recycled water pressure reducing station, recycled water pump stations and appurtenant work. Client: Santa Margarita Water District
- **LLWRF 2-MG Recycled Water Reservoir and Percolation Basin:** Construct a new percolation basin and associated piping and appurtenances, construct a new 2 MG recycled water reservoir, piping, and appurtenances, removal, relocation and modification of the existing recycled water pump station which consists of (2) vertical pumps, piping, valving, and appurtenances. The additional facilities for the new pump station include a 10-ft diameter clear well, a 5-hp submersible reservoir recirculation pump and associated piping and appurtenances. Client: Lee Lake Water District
- **Westlake Farms Composting Facility:** Construction of new reinforced concrete structures including a mixing building, composting beds, pump stations, sewer structures, and equipment foundations; mechanical equipment, piping, valves, electrical and instrumentation; sewers and yard piping; shoring, grading, paving, excavation, backfill, landscaping; modifications, removal, and/or relocation of existing facilities; and all other appurtenant work. Client: County Sanitation District No. 2 of Los Angeles
- **East Valley Plant 134 Upgrades & Expansion:** Construction of a membrane filtration building and CIP area, furnishing and installation of sodium hypochlorite feed system; ferric chloride feed

system; washwater recycle pump system; all related piping systems; emergency generator; fire protection and security systems; installation of owner furnished submerged membrane filtration system, complete, including start-up and testing.

Prior to SSC

- Quality Control – with Granite Construction, Inc.: Responsibilities included assessment of water content and soil compaction as well as other quality-control assignments on a 13 mile highway realignment in Oregon.
- Student Designer – Oregon State University, Corvallis, OR: Responsibilities include managing a student design team on the design of a fluoride contamination mitigation plan, site and utility plan, and development plan. The design included storm drainage design, wetland replacement, manufacturing and office building design, LEED consideration, and estimated cost proposal.

Nimoe Ahmadi, P.E., PMP, PSP

Project Controls Engineer

EDUCATION

BS, Civil Engineering
Construction,
Sharif University of Technology

PROFESSIONAL REGISTRATION / AFFILIATIONS

Professional Civil Engineer
State of California
No. 80707

Project Management Professional
License No. 1803141

Planning and Scheduling (PSP)
AACEI Scheduling Professional
License No. 503

PMI Scheduling Professional
(PMI-SP) License No. 1284150

Certified Construction Project
Manager P6 (Oracle), P3 (601,
602, 603)

Summary

Mr. Ahmadi background includes a diverse range of construction experience in a variety of positions. As the SSC Construction's Project Controls Manager, Mr. Ahmadi oversees the creation and updating of all schedules and also manages and tracks the costs and time associated with each project. Mr. Ahmadi's certifications are numerable and his addition to any project team is a great asset.

Experience

- **Esencia Recycled Water Pump Station:** Installation of a soldier pile wall and grading of the site, currently rough graded, construction of a block building housing a pump room and a control/electrical room, installation of two owner provided vertical turbine pumps, provisions for two future pumps, installation of two surge systems, on the pump suction (Zone A) and on the pump discharge (Zone B), provision of a portable standby generator, construction of monopole and communications link, all other site, mechanical, electrical and controls work. Client: Santa Margarita Water District
- **\$7 million dollar Confidential Project located in San Diego County, CA**
- **Lloyd W. Michael Water Treatment Plant Regulatory Compliance Upgrade:** Construction of treatment process improvements including granular activated carbon (GAC) contactors, GAC effluent pump station, UV disinfection system, 6 MG potable water storage reservoir, bulk sodium hypochlorite system, equalization basin, sludge ponds, decant pump station, HVAC improvements, electrical and instruction work. Client: Cucamonga Valley Water District
- **PA-1 Zone I, Zone IA Domestic Water, Zone A Recycled Water PRS & Future Ladera Ranch Zone A Recycled Water Pump Station and Ladera Ranch Zone I/PA-1 Zone IA*Domestic Water PRS & New Prima Deshecha Landfill Recycled Water Pump Stations:** Construction of three separate domestic water and recycled water pressure reducing station, recycled water pump stations and appurtenant work. Client: Santa Margarita Water District
- **Powell Butte Reservoir No. 2 Phase 2 Project:** Provide a new, twin-cell 50-million gallon reservoir, pipelines, new valve and flowmeter vaults (both inside and outside of the Powell Butte Nature Park) and modifications to existing piping and vaults in the right-of-way. The project also includes a new interpretive center building with perimeter enhancements and new parking lot, a

maintenance building and yard, single-family residence, trails and other park improvements, civil/site improvements, landscaping, site electrical and instrumentation improvements, and incidental construction. Client: Portland Water Bureau

- **Westlake Farms Composting Facility Phase 1 – Mixing and Composting Facilities:** Construction of new reinforced concrete structures including a mixing building, composting beds, pump stations, sewer structures, and equipment foundations; mechanical equipment, piping, valves, electrical and instrumentation; sewers and yard piping; shoring, grading, paving, excavation, backfill, landscaping; modifications, removal, and/or relocation of existing facilities; and all other appurtenant work. Client: Los Angeles County Sanitation District No. 2
- **Los Alamitos Pump Station and Los Alamitos Retarding Basin:** Demolition of existing pump station, installation of new pump station with engine driven pumps, discharge piping, including rehabilitation of existing discharge piping. Re-grading portions of the retarding basins, installation of water lines, a packaged lift station, drainage and site improvements, manhole access structures, and outlet modifications. Client: Orange County Flood Control District
- **Westside Water Reclamation Plant Phase IIIA Regulatory Upgrades:** Construction of piping interconnecting existing and new facilities, conversion of an existing Traveling Bridge Filtration system into a woven fabric filter system within the modified existing traveling filter structure, construction of a ultraviolet disinfection (UV) system with control building and backup power generation system, conversion of an existing chlorine contact tank into a recycled water reservoir, construct structural modification to increase the tertiary filtration system hydraulic profile, construction of a digester gas treatment system, replacement of four primary clarifiers sludge collection mechanism, replacement of eight primary clarifiers scum collection equipment, replacement of the sodium bisulfate feed system with a sodium hypochlorite feed system, construction of a ferric chloride feed, other miscellaneous improvements, and electrical and instrumentation systems and associated appurtenances. Client: Victor Valley Wastewater Reclamation Authority
- **Lee Lake Water Reclamation Facility 2 MG Recycled Water Reservoir and Percolation Basins:** Construct a new percolation basin and associated piping and appurtenances, construct a new 2 MG recycled water reservoir, piping, and appurtenances, removal, relocation and modification of the existing recycled water pump station which consists of (2) vertical pumps, piping, valving, and appurtenances. The additional facilities for the new pump station include a 10-ft diameter clear well, a 5-hp submersible reservoir recirculation pump and associated piping and appurtenances. Client: Lee Lake Water District

Prior to SSC

- \$126 million dollar capital improvement program for Otay Water District

- \$15 million dollar rehabilitation of the Van Buren Bridge over the 91 Freeway
- \$12 million dollar improvement of urban roads for the City of Vista
- \$50 million dollar rehabilitation of the River Road bridge extension
- \$23 million dollar Black Canyon Road bridge construction extension

International Experience Prior to SSC

- \$15 million dollar rehabilitation of Almaty-Bishkek Road Section III
- \$23 million dollar construction of Zirdan RCC Dam
- \$3.2 million dollar rehabilitation of Osh and Jalal-Abad urban roads
- \$12 million dollar rehabilitation of Bishkek-Osh Road and Madaniyat Detour
- \$3 million dollar Socotra Airbase
- \$12.8 million dollar Januma Bridge Access Roads
- \$44 million dollar Dalbandin Nokkunid National Highway N40-IIIB

Jeff Cronin

Field Superintendent

Summary

Mr. Cronin has over 25 years' experience in the construction and installation of facilities associated with pipeline projects, water and wastewater treatment facilities and large and small bore conveyance lines.

Experience

- **Esencia Recycled Water Pump Station:** Installation of a soldier pile wall and grading of the site, currently rough graded, construction of a block building housing a pump room and a control/electrical room, installation of two owner provided vertical turbine pumps, provisions for two future pumps, installation of two surge systems, on the pump suction (Zone A) and on the pump discharge (Zone B), provision of a portable standby generator, construction of monopole and communications link, all other site, mechanical, electrical and controls work. Client: Santa Margarita Water District
- **\$7 million dollar Confidential Project located in San Diego County, CA**
- **Lloyd W. Michael Water Treatment Plant Regulatory Compliance Upgrade:** Construction of treatment process improvements including granular activated carbon (GAC) contactors, GAC effluent pump station, UV disinfection system, 6 MG potable water storage reservoir, bulk sodium hypochlorite system, equalization basin, sludge ponds, decant pump station, HVAC improvements, electrical and instruction work. Client: Cucamonga Valley Water District
- **Westlake Farms Composting Facility Phase I – Mixing and Composting Facilities:** Construction of new reinforced concrete structures including a mixing building, composting beds, pump stations, sewer structures, and equipment foundations; mechanical equipment, piping, valves, electrical and instrumentation; sewers and yard piping; shoring, grading, paving, excavation, backfill, landscaping; modifications, removal, and/or relocation of existing facilities; and all other appurtenant work. Client: County Sanitation District No. 2 of Los Angeles
- **Westside Water Reclamation Plant IIIA Regulatory Upgrades:** Construction of piping interconnecting existing and new facilities, conversion of an existing Traveling Bridge Filtration system into a woven fabric filter system within the modified existing traveling filter structure, construction of a ultraviolet disinfection (UV) system with control building and backup power generation system, conversion of an existing chlorine contact tank into a recycled water reservoir, construct structural modification to increase the tertiary filtration

system hydraulic profile, construction of a digester gas treatment system, replacement of four primary clarifiers sludge collection mechanism, replacement of eight primary clarifiers scum collection equipment, replacement of the sodium bisulfate feed system with a sodium hypochlorite feed system, construction of a ferric chloride feed, other miscellaneous improvements, and electrical and instrumentation systems and associated appurtenances. Client: Victor Valley Wastewater Reclamation Authority

- **RP-1 Dewatering Facility Expansion:** ARRA funded project; construction of new centrifuge building, new sludge grinder equipment, new sludge feed pumps, new polymer transfer pumps, dewatering centrifuges, sludge storage silos, replacement of digested sludge feed pipes, electrical, instrumentation and site preparation. Client: Inland Empire Utilities Agency
- **Henry C. Garnett Water Purification Plant Expansion:** Plant expansion from 45 MGD to 90 MGD. Construction of a new 4.7 MG finished water clearwell with groundwater suppression system and hypalon baffle curtain. 8,000 psi concrete; Installation of over 7,000 feet of yard piping ranging in size from 12-inch to 72-inch; Construction of a new chemical feed facility and new filter facility as well as misc. pumping and flash mix facilities. Client: Kern County Water Agency
- **12 MGD Canyon Filtration Plant Membrane Treatment Upgrade and Expansion:** Construction of raw water intake, pretreatment facilities, chemical facilities, membrane feed pump station, membrane treatment facility, 4.0 MG finished water reservoir, finished water pump station, yard pipe and associated electrical and controls. Client: Azusa Light and Power
- **18 MGD Regional Wastewater Reclamation Facility Expansion:** Construction of 2 Aeration Basins, Influent Junction Structure, Bar Screen Facility, Blower Building and 5 percolation ponds. Client: Victor Valley Wastewater Reclamation Authority.
- **14.5 MGD Regional Wastewater Reclamation Facility Upgrades:** 4 primary clarifiers, 2 secondary clarifiers, 2 anaerobic digesters, 1 dissolved air flotation thickener, 1 sludge lagoon pump station, 17 acres of sludge drying beds, 2 scum drying beds, septage receiving system and misc. improvements. Client: Victor Valley Wastewater Reclamation Authority.
- **Oliver P. Roemer Water Filtration Facility:** Construction included a new pretreatment facilities consisting of chemical feed, flocculation and sedimentation facilities; installation of two package contact adsorption clarification filter units; expansion of the existing filter building; installation of new UV disinfection facilities; construction of a raw water pumping station; influent blending pond; sludge ponds and all appurtenant work. Client: West Valley Water District
- Mr. Cronin has also been the site or mechanical superintendent on 6 other projects while employed at SSC involving concrete reservoirs and pump stations.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 43296

EDUCATION

M.S. Electro-Mechanical Engineering,
Western Texas College
B.S. Mechanical Engineering,
University of California, Los Angeles

PROFESSIONAL AFFILIATIONS

American Council of Engineering
Companies
American Water Works Association
Association of California
Water Agencies
California Utility Executives
Management Association, Board of
Directors
Orange County Water Association
Southern California Water Utilities
Association, Past President

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Byrum is owner, President, and Principal Engineer of Civiltec Engineering, Inc. He is responsible for the overall management of Civiltec's headquarters office. Mr. Byrum has 35+ years of experience as a systems planner, design engineer, project manager, principal engineer, and construction manager. He is an expert in design of water distribution and transmission pipelines, water treatment plants, booster pumping stations, steel and concrete reservoirs, groundwater wells, specialty valving stations, wastewater lift stations, flow equalization stations, wastewater treatment plants, storm drains, and street improvement projects. Mr. Byrum also prepares regulatory agency compliance reports and technical studies to ensure water purveyors remain in compliance with current regulations. Mr. Byrum serves as an expert witness and has been involved in cases centered on water industry issues, including the Chromium 6 PG&E case for six years.

PROJECT EXPERIENCE

Principal – Cities of La Verne, Alhambra, Monterey Park, & Monrovia Treatment Plants

Mr. Byrum has been responsible for the design and construction management of over 10 treatment plants in his career including 2000 gpm air stripper and 2500 gpm perchlorate and nitrate ion exchange treatment plant for the City of La Verne, a 7000 gpm VOC and nitrate treatment plant for the City of Alhambra, a 4000 gpm VOC treatment plant for the City of Monterey Park, a 4000 gpm air stripper for the City of Monrovia and a 500 gpm biological and carbon plant for JPL/NASA to remove VOCs and perchlorate as well as a 7000 gpm perchlorate and VOC plant. One of the City of La Verne's projects involves headering four wells into a perchlorate IX treatment system and then into a nitrate IX system. All treatment plants involved DPH permitting. The City of Alhambra Plant involved preparation of a 97-005 assessment. documents, bidding phase services and full construction management.

Principal – SGCWD, TVMWD, SBVMWD & City of La Verne Pump Stations

Mr. Byrum has been responsible for the design and construction management of over 100 pump stations in his career including two 9 cfs pump stations for the City of La Verne, an 18 cfs booster station for San Gabriel County Water District, an 8 cfs booster station for Three Valleys Municipal Water District and a 50 cfs pump station for SBVMWD. One of the City of La Verne's projects involved boosting an import source of low nitrate water to be blended with high nitrate groundwater. The State of California Department of Health Services was involved in approval of an in line static mixer (the first in Los Angeles County) and pump combination methods to achieve an acceptable nitrate blend rates.

Principal Engineer Manager – Pasadena Water and Power Monk Hill Operable Unit

Civiltec prepared the design and construction managed the treatment system included constructing a water disinfection building, installing pipelines, making electrical improvements, site improvements and building a concrete pad on which the treatment tanks are located. The design of the re-equipping of the four Pasadena-owned production wells ran concurrently with design and construction of the treatment plant at Windsor reservoir and a new booster facility adjacent to the Ventura well. New high-efficiency booster pumps were installed near Ventura well. Start-up and performance testing of the wells and treatment plant was administered by Civiltec. The design and construction effort consisted of the following:

- Design of new equipment, mechanical piping, electrical and controls of the 4 existing production wells having a total production capacity of 7,000 gpm.
- Design of the Ventura booster station having 8,400 gpm capacity and consisting 3 vertical turbine pumps. Design of the booster pumping facility mechanical, instrumentation, electrical and controls system was also included.
- Design of the Ventura booster station wet well and building. These improvements included conversion of an existing 38,000-gallon capacity concrete sump to a new wet well and structurally reinforcing the wet well to support the pumps and a new self-framed metal building.
- Design of site improvements at the Monk Hill site consisting of new access roads, storm water retention and treatment, landscape and irrigation, grading and drainage.
- Design of the water filtration system, Perchlorate removal through ion exchange, VOC removal through carbon adsorption having a total treatment capacity of 7,000 gpm.

Principal – Cities of La Verne, Brea, & Alhambra; LACWWD, GSWC, & CAWC Reservoirs

Mr. Byrum has been responsible for the design and construction management of over 50 steel and concrete reservoir projects in his career. The most recent reservoirs designed and constructed have been a 300,000-gallon steel reservoir for Golden State Water Company, a 0.5 and a 1.6 million gallon (mg) steel reservoir for Los Angeles County Water Works District No. 29, a 3.0 mg concrete reservoir for the City of La Verne, a 5.0 mg steel reservoir for the City of La Verne, a 5.0 mg steel reservoir for Suburban Water Systems and a 10 mg steel reservoir and a 15 mg steel reservoir for the City of Brea. Mr. Byrum has also been involved in over ten reservoir rehabilitation projects in the last five years. Two rehabilitation projects have been for the City of La Verne, three for the Golden State Water Company, one for the California American Water Company, one for the City of Brea and two for the City of Alhambra, among others.

Principal Engineer – City of La Verne Amherst Treatment Plant

This Plant included a 2500 gpm perchlorate reduction treatment train and nitrate reduction treatment train. The project combined production from four wells into the perchlorate IX treatment system and then into a nitrate IX system. Three existing wells were utilized and a new fourth well was drilled and equipped. A sodium hypochlorite system and an acid pH adjustment system were design and constructed at the Plant site. The treatment plant was permitted with the Health Department.

Principal Engineer – SGCWD Groundwater Well No. 15

Civiltec was responsible for the design and construction management of the San Gabriel County Water District Well No. 15 project. The well was drilled to 900 feet depth and completed to produce 2,200 gpm. The design included site piping, vaults, buildings, chlorination, and electrical and controls improvements. The well was permitted with the Health Department and the Water Quality Control Board.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 69578

EDUCATION

B.S. Civil and Environmental
Engineering, University of Utah,
2002

PROFESSIONAL AFFILIATIONS

Orange County Water Association
Southern California Water Utilities
Association

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Hawes has 10+ years of water and wastewater experience. Water engineering experience includes the master planning of water systems, design and project management of water facilities, including booster pump stations and water treatment facilities. He also is responsible for preparing design reports, Urban Water Management Plans, directing modeling efforts for distribution facilities, developing operations and maintenance manuals, developing and processing permits through the Department of Public Health and creating process and instrumentation diagrams. Wastewater experience has included the planning, designing and construction management of wastewater treatment facilities and performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he was involved in modeling and designing a water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the plant as a whole. In addition, Mr. Hawes developed hydraulic modeling systems to simulate hydraulic conditions through plant operations.

Over his tenure at Civiltec, Mr. Hawes has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of Project Manager or Senior Engineer.

PROJECT EXPERIENCE

Project Manager – Monk Hill Treatment Plant Operable Unit 3

Mr. Hawes has been responsible for the design of the Monk Hill Treatment Plant in the City of Pasadena a 7,000 gpm combined VOC with treatment via liquid phase granular activated carbon and perchlorate treatment plant. Design includes the development of process and instrumentation diagrams, site layouts, yard piping drawings, mechanical drawings, and the chlorination system. Construction is in its final stages currently.

Principal – San Gabriel Water Company Plant 8 ion Exchange Perchlorate Removal System

The perchlorate removal process was inclusive of the design of the 4 pairs of ion exchange vessels, development of equipment and IX resin performance specifications, engineering of equipment foundations and piping facilities for a 5,000 gpm treatment process at SGVWC's Plant 8 Facility.

Project Manager – City of El Monte Operable Unit Treatment Facility

Project includes the design of well head equipment for three well located in the City of Rosemead. Pipeline drawings have been prepared for conveyance of the three wells to a location approximately 1.5 miles away. Treatment facilities have been designed to treat upwards of 600 gpm flow for VOC contamination as well as sodium hypochlorite disinfection for plant effluent.

Project Manager – SGVWC 1,4 Dioxane and NDMA Removal Treatment Plant

Mr. Hawes is the Project Manager in the pre-design and design of the 5,000 gpm 1,4-Dioxane and NDMA Removal Treatment system for San Gabriel Valley Water Company Plant 8 facility. The project includes design of advanced oxidation with UV and peroxide system, yard piping, valves and controls system. The project also includes designing of pumping system for hydrogen peroxide with valves and piping.

Project Manager – Nitrate Removal Treatment Plant, San Gabriel Valley Water Company

Mr. Hawes is the Project Manager in the pre-design and design of the 7,800 gpm Nitrate Removal Treatment Plant for San Gabriel County Water Company at their Plant B6 facility. The project includes design of three IX vessels, softening system, brine preparation system, spent brine collection system, rinse water recovery system, LGAC system, backwash system, yard piping, valves and controls system. The project also includes designing of pumping system for spent brine, brine regeneration and rinse water with valves and piping. Compressor and Salt blower were also integrated.

Project Manager – Rialto Source Area Operable Unit Perchlorate & VOC Removal Treatment Plant

Mr. Hawes as the Project Manager in the pre-design, design and review of the 2,040 gpm Perchlorate and VOC Removal Treatment Plant for Source Area Operable Unit at Rialto Airport. The project includes design of three IX vessels for new treatment system, one IX vessel for existing IX system, four LGAC vessels, two sets of Bag/Cartridge filters (one for existing system and another for new system), UV disinfection system, backwash system, yard piping, valves and controls system. New calcium hypochlorite disinfection system was also the part of the project.

Project Manager – Lante Plant, Valley County Water District – Design Build

Mr. Hawes was the project manager in the pre-design and design of nitrate blending system at Lante Plant for Valley County Water District. Design includes installation of bypass system, blending station, and retrofitting of UV wetwell to treat up to 6,600 gpm.

Project Manager – CDWC VOC Treatment Plant

Mr. Hawes is the Project Manager in the pre-design and design of the 5,000 GPM addition to the 20,000 gpm VOC Treatment Plant for California Domestic Water Company. The project includes design of a new Air Stripping System, air phase GAC system, disinfection with a new sodium hypochlorite system, pH adjustment with sulfuric acid, yard piping, valves and controls system. The project also includes designing of pumping systems for the influent and finish water with valves and piping.

Project Manager – VCWD Lante Treatment Fixed Bed Ion Exchange FBIX Upgrade Project – Design Build

Mr. Hawes was the Project Manager for the Valley County Water District Lante Treatment fixed bed ion exchange FBIX upgrade project. Project included treatment of perchlorate for upwards of 7,800 gpm flow. Design for mechanical, structural and ancillary components necessary for system construction was performed. Project was a design-build project and also included the design to perform blending for nitrate

dilution through the existing ISEP process.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 34896

EDUCATION

B.S. Civil Engineering,
California State University, Los Angeles
A.A. Architecture,
El Camino College

PROFESSIONAL AFFILIATIONS

Southern California Water Utilities
Association

EXPERTISE

- ☐ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Kerger has 45+ years of experience in the project management, design and construction of civil engineering projects. His experience includes flow computations for master plans, hydraulic calculations, more than 50 miles of water transmission mains (ranging from 6- to 30-inches), flow control facilities, pump stations, reservoirs, wells, treatment plants, sewerage, water containment, investigations of well head water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades, flood control facilities, bikeway, roadway design, structure design, grading plans, water master plans, and agency plan check programs. While working for a water district, Mr. Kerger managed and designed over 400 projects that included water distribution, system design, transmission main design, 54- inch pipeline relocation, steel and concrete reservoir designs, booster pump station design, MWD flow control facility design, pressure reducing and flow control facilities, telemetry system design, master planning, hydraulic modeling, financial planning, construction administration, and field inspection services. He has designed and managed projects ranging from small water main improvements to a \$5 million groundwater production and water treatment facility.

He has conducted and managed computerized hydraulic network analysis using Fluid Analysis and Simulation Technique (H2ONet) for several clients including Rowland Water District, the cities of Beverly Hills, Manhattan Beach, Thousand Oaks, Camarillo, Ontario, Lincoln Avenue Water Company, Orchard Dale Water District, and Crescenta Valley Water Company.

PROJECT EXPERIENCE

Project Manager – El Monte Water System Improvements

Project Manager for pipeline improvements, well design, investigations of well head water treatment and well water blending, hydraulic modeling, capital improvement planning, telemetry system design, feasibility studies for purchase of adjacent mutual water systems, including system appraisal, financial options, and identifying system upgrades.

Principal Engineer – San Simeon State Park Hearst Castle Reservoir

Mr. Kerger was responsible for the design of a 1.5 MG buried concrete reservoir. This project included a design report identifying storage requirements, pump station requirements, surface water treatment system, chlorination system, and water system O&M recommendations, as well as plans and specifications for the reservoir, a 500 GPM variable reverse osmosis water treatment and pumping system, and assistance

Principal – San Gabriel Water Company Plant 8 ion Exchange Perchlorate Removal System

The perchlorate removal process was inclusive of the design of the 4 pairs of ion exchange vessels, development of equipment and IX resin performance specifications, engineering of equipment foundations and piping facilities for a 5,000 gpm treatment process.

Principal Designer – Industry Hills Civic/Recreation/Conservation Area

Mr. Kerger was the Principal Designer to this award-winning project. Services included two 2.5 MG water storage reservoirs, two 6,500 gpm pumping stations, and six miles of 36-inch reclaimed water transmission main. He was responsible for the design of the telemetry and control system including central control and remote sites for three reservoirs and three pump stations.

Principal Engineer – California Domestic Water Company Whittier Reservoir Project

Mr. Kerger was the Principal Engineer for the design of the Whittier Reservoir, Pump Station and Line “C” pressure reducing flow control facility. Pressure reducing facility provides pressure and flow control to lower pressure zone customers. Design included selection of SCADA controlled valves, customer pipe connections, and precast vault enclosure.

Project Engineer – Metropolitan Water District Coldwater Reservoir Project

Mr. Kerger was responsible for the reconstruction of this 8.0 MG reservoir. This project consisted of a feasibility investigation to provide interim water supply to the City’s downtown business district during demolition and reconstruction of a structurally deficient buried concrete reservoir. Included was evaluating existing zone storage and flow control of Metropolitan Water District’s water supply. Interim service solution recommended construction of a supplemental reservoir for additional storage and modification of zone transfer facilities for efficient emergency operation.

Principal Designer – Rowland Water District Reservoir Nos. 1 & 11

Mr. Kerger began RWD’s Reservoir No. 1 Project by investigating a failure of reinforcing wire strand wrap of a 1965 vintage reinforced concrete circular 3.0 MG reservoir. Plans, specifications, and construction management for installing a post-tensioned reinforcing bar system with gunite concrete corrosion protection was also included. The reservoir was repaired and returned to service in 60 days. For the Reservoir No. 11 Project, Mr. Kerger designed a 5.0 MG wire-wrapped, partially-buried concrete reservoir including site grading, landscaping, an irrigation system, telemetry, and site improvements (including paving and decorative wrought iron fencing). Full construction administration services included surveying, inspection, and testing.

Project Engineer – United Water Conservation District El Rio Booster Station

Mr. Kerger was the Project Engineer for a 23,700 GPM booster station capable of pumping as low as 0.2 cfs with bypass facilities and variable speed drives on all units. This project also included the construction of a separate electrical building.

Project Manager – Reclaimed Pump Station, Industry

Project Manager of facility with seven pumps and 17,000 gpm to provide reclaimed water to four purveyors. Project included a masonry building.

PROFESSIONAL REGISTRATION

Professional Engineer
California, No. 79112

EDUCATION

M.Sc. Civil and Environmental
Engineering, South Dakota State
University, 2007
B.S. Civil Engineering, Tribhuvan
University, Kathmandu, Nepal, 2002

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☒ Drainage Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Survey
- ☒ Construction Management

SUMMARY

Mr. Dawadi has 8+ years of water and wastewater engineering experience. His responsibilities have included the planning, design, and construction management of public works projects. He has prepared/processed IIPP and stormwater pollution prevention plans; developed odor control and sewer renovation, bypass, and commissioning plans for sewer pump stations; and designed sewer collection facilities, solid handling facilities for water and wastewater treatment plants.

Mr. Dawadi has brings experience as a Wastewater Treatment Plant Operator. His responsibilities included maintaining and operating a 2 mgd municipal conventional activated sludge wastewater treatment plant. His job duties also included sample collection, laboratory testing of wastewater samples for BOD, TSS, NH₃ and Coliforms and responds process alarms.

PROJECT EXPERIENCE

Project Engineer – Monk Hill Treatment System (MHTS), Pasadena Water and Power and the National Aeronautical Space Administration (NASA) and the JPL OU-1

Mr. Dawadi prepared pre-design reports for 2,000 gpm new extraction wells in MHTS system for PWP/NASA and another 2,000 gpm new extraction well for Lincoln Avenue Water Company. The project includes study of existing hydrology and sizing of pumps, motor, electrical power and integration of new wells into existing SCADA systems.

Project Engineer – 1,4 Dioxane & NDMA Removal Treatment Plant, San Gabriel Valley Water Company

Mr. Dawadi is the Project Lead Engineer in the pre-design and design of the 5,000 gpm 1,4-Dioxane and NDMA Removal Treatment Plant for San Gabriel County Water Company. The project includes design of the advanced oxidation with UV and peroxide system, yard piping, valves and controls system. The project also includes designing of pumping system for hydrogen peroxide with valves and piping.

Project Engineer – Nitrate Removal Treatment Plant, San Gabriel Valley Water Company

Mr. Dawadi is the Project Lead Engineer in the pre-design and design of the 7,800 gpm Nitrate Removal Treatment Plant for San Gabriel County Water Company. The project includes design of three IX vessels, softening system, brine preparation system, spent brine collection system, rinse water recovery system, LGAC system, backwash system, yard piping, valves and controls system. The project also includes designing of pumping system for spent brine, brine regeneration and rinse water with valves and piping. Compressor and Salt blower were also integrated.

Project Engineer – Rialto Airport Perchlorate & VOC Removal Treatment Plant

Mr. Dawadi is the Project Lead Engineer in the pre-design, design and review of the 2,040 gpm Perchlorate and VOC Removal Treatment Plant for Source Area Operable Unit at Rialto Airport. The project includes design of three IX vessels for new treatment system, one IX vessel for existing IX system, four LGAC vessels, two sets of Bag/Cartridge filters (one for existing system and another for new system), UV disinfection system, backwash system, yard piping, valves and controls system. New calcium hypochlorite disinfection system was also the part of the project.

Project Engineer – Booster Pump System, Source Area Operable Unit at Rialto Airport

Mr. Dawadi is the Project Lead Engineer in the pre-design, design and review of the 2,040 gpm booster pump system for Source Area Operable Unit at Rialto Airport. The project includes design of new booster pump system for the treatment plant.

Project Engineer – Lante Plant, Valley County Water District – Design Build

Mr. Dawadi was the project engineer in the pre-design and design of nitrate blending system at Lante Plant for Valley County Water District. Design includes installation of bypass system, blending station, and retrofitting of UV wetwell to treat up to 6,600 gpm.

Project Designer – Tidewater/NASA/PWP Treatment Plant

Mr. Dawadi prepared pre-design report of new package treatment plant for Tidewater/NASA/PWP evaluating existing sources of waste from MHTS system. The study included retrofitting existing Water Treatment Plant, re-purposing and installing 3,600 linear feet of 12 to 20" pipelines.

Project Engineer – California Domestic Water Company VOC Treatment Plant

Mr. Dawadi is the Project Lead Engineer in the pre-design and design of the 5,000 gpm VOC Treatment Plant for California Domestic Water Company. The project includes design of new Air Stripping system, GAC system, disinfection with sodium hypochlorite system, pH adjustment with sulfuric acid, yard piping, valves and controls system. The project also includes designing of pumping system for influent and finish water with valves and piping.

Project Engineer – Allen and Murray Hydro-pneumatic Booster Pump Stations

Mr. Dawadi was the project engineer in the pre-design and design of Allen and Murray Hydro-pneumatic Booster Pump Stations project with the City of Pasadena. Design includes the development of site layout, pipe layouts, selection of pumps, and electrical systems. He also prepared construction plans and technical specification for surge tanks in east side collector systems for the City of Pasadena.

Project Engineer – Kern Valley State Prison Water System

Mr. Dawadi was the Project Engineer for Kern Valley State Prison water system project. He prepared plans and specification for the pumps, tanks and appurtenances equipment for the chlorination facility to replace non-functional existing system.

Project Engineer – Valley College Central Water Plant

Mr. Dawadi was project engineer in the design of the Valley College Central Water Plant, San Bernardino. His responsibilities included designing and selection of mechanical equipment and structural design of foundation pad, pipe supports and enclosure building.

PROFESSIONAL REGISTRATION

Professional Engineer
Utah, No. 5251902-2202

EDUCATION

PhD Civil and Environmental
Engineering, Colorado State
University
M.S. Civil and Environmental
Engineering, Brigham Young
University
B.S. Architecture, Ajou University

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☐ Drainage Engineering
- ☐ Transportation Engineering
- ☐ Wastewater Engineering
- ☐ Survey
- ☐ Construction Management

SUMMARY

Mr. Cho has 10+ year of experience focused on water and wastewater projects and water master plans. His responsibilities have included planning, designing and construction management of subdivision, land development projects, water tanks, gas stations, and fire stations. He has also been involved in the development of plans, specifications, and cost estimation for various public works projects. Mr. Cho has also been employed by a water company where he provided advise on water quality issues, coordinating work tasks for employees, visiting sites, project planning and report writing.

Mr. Cho was a research assistant at Colorado State University and Brigham Young University for academic research related to water security such as water quality monitoring system, appropriate methods and equipment for water quality analysis, and water distribution modeling. He was also responsible for sample collection, laboratory testing of wastewater samples for BOD, TSS, NH3 and Coliforms, and designing wastewater plant with model.

PROJECT EXPERIENCE

Project Engineer – City of El Monte Treatment Facility

Project includes the design of well head equipment for three well located in the City of Rosemead. Pipeline drawings have been prepared for conveyance of the three wells to a location approximately 1.5 miles away. Treatment facilities have been designed to treat upwards of 600 gpm flow for VOC contamination.

Project Engineer – San Gabriel Water Company Plant 8 ion Exchange Perchlorate Removal System

The perchlorate removal process was inclusive of the design of the 4 pairs of ion exchange vessels, development of equipment and IX resin performance specifications, engineering of equipment foundations and piping facilities for a 5,000 gpm treatment process.

Project Engineer – GIWD Citarium River Basin Project

Mr. Cho acted as a member of the Decision Support System of Integrated Water Resources Management for the Citarium River Basin Project in Indonesia. The Government of Indonesia Water Department (GIWD) was planning to perform water resources management for this project by teaming with K-water Researchers. Mr. Cho was also responsible for assisting with the procurement of funds from the Asian Development Bank.

Project Engineer – Marysvale Water Improvement Project

Mr. Cho was responsible for building the new water tank to supply enough qualified water to the residents of Marysvale, Utah. He was also responsible for the redesign of all of the piping.

Project Engineer – Vintaro PUD Utility Master Plans Project

Mr. Cho was responsible for the design of the water, sewer, storm drain, and pressurized irrigation for this project for a new residential area in American Fork, Utah.

Project Engineer – Beaufontaine at Spring Lake Project

Mr. Cho provided quality control services, construction management, and also provided a sewer-line test report for this new residential area in Heber, Utah.

Project Engineer – Loves North Las Vegas Gas Station Project

Mr. Cho was responsible for creating a grading plan and drainage study, checking all of the calculations of the previous design, providing cost estimates throughout the entirety of the project, and creating construction drawing with the civil engineers.

Project Engineer – La Jolla Phase I & II, Vista Del Rio, & Buena Vista Commercial Buildings

Mr. Cho was responsible for providing the grading plans, drainage studies, and for verifying all of the calculations from the previous designs for these commercial buildings in Bullhead City, Arizona.

Project Engineer – Johnston & Phillips Commercial Building Project

Mr. Cho was responsible for designing the sprinkler and landscaping plan for this project, as well as a full drainage study for this project, located in Springville, Utah.

Project Engineer – Barnes Residence Project

Mr. Cho calculated and designed the column, beams, and shear walls for this residential structure in Bullhead City, Arizona. He also collaborated with a structural designer to create the drawings for this project.

Project Engineer –Penn National Hollywood Casino Wastewater Treatment Plant

Mr. Cho provided QA/QC for in design of the 68,000 gpd Hollywood Casino Wastewater Treatment Plant for Penn National at Jamul Indian Village, Jamul, CA. The project includes design of a sewer influent lift station, dual screens compactors, Sequencing Batch Reactor, Membrane Bio Reactor. The design of Membrane Bio Reactor (MBR) system includes membrane feed pumps, permeate pumps and chemical feed pumps (Citric acid and sodium hypochlorite) in addition of membrane and membrane scour system. The permeate from the MBR is treated through the reverse osmosis (RO) system followed by Ozone and Ultra Violet (UV). The sodium hypochlorite is also designed as a redundant disinfection system. A granular activated carbon (GAC) system was designed to mitigate the odor from the treatment system. The state of the art treatment systems is laid out in a single 70 feet by 70 feet metal building enclosure which also includes electrical room and blower room.

PROFESSIONAL REGISTRATION

Engineer in Training
Certificate No. EIT 140801

EDUCATION

Masters of Science in Environmental
Water Resources Engineering,
The University of Texas at Austin

EXPERTISE

- ☒ Civil Engineering
- ☒ Water Engineering
- ☐ Drainage Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☐ Survey
- ☒ Construction Management

SUMMARY

Mr. Brethorst possesses four years of practical engineering experience in water and wastewater engineering. Mr. Brethorst worked as a Staff Engineer at URS Corporation where he gained valuable experience in the design, construction, and proper anchoring and installation of pumps, water tanks, pipelines, electrical lines, gas pipelines, and other miscellaneous equipment for the oil and natural gas industry, as well as the electrical power industry.

Mr. Brethorst worked three and a half years in the public sector at Three Valleys Municipal Water District (TVMWD), one of the 26 Member Agencies of the Metropolitan Water District in Southern California that also has an on-site 25 MGD water treatment plant. While there, Mr. Brethorst gained three years' experience in capital improvement projects which included the installation of a new groundwater well, a mile of the district's main transmission pipeline, a belt filter press, two spreading grounds, and a caustic soda tank replacement. Mr. Brethorst was involved in the construction of an on-site groundwater well and also determined its 50 year life-cycle cost that ultimately reduced the on-site treatment plant's costs by 7%, while simultaneously increased the treatment plant's capacity by 5%. Additionally, Mr. Brethorst has experience in pipeline inspection, cost estimating, and rehabilitation for a main transmission pipeline and assisted in the construction oversight of three berms that helped spread water in an adjacent basin to the treatment facility. Furthermore, Mr. Brethorst has one year of preliminary planning experience, scheduling, and cost estimating for the replacement of an on-site caustic soda tank that was later installed at TVMWD. Mr. Brethorst also possesses three and a half years' experience with water sales and consumption management for the Metropolitan Water District and groundwater management.

PROJECT EXPERIENCE

AutoCAD Irrigation and Miramar Water Treatment Plant Drawings (Claremont, CA)

In AutoCAD, Mr. Brethorst redrew all the new 48 irrigation zones created in the Landscape Renovation Project. This document served two purposes. First, the document established the first complete set of irrigation plans for TVMWD. Secondly, the document denoted what types of plants existed in each particular irrigation zone, allowing TVMWD Engineering and Operations Staff to easily adjust the new automated irrigation system, in the event that certain plants received too much or too little water.

In AutoCAD, Mr. Brethorst redrew an outdated schematic and drawing of the Miramar Water Treatment Plant, the treatment facility that TVMWD operated. The new schematic and drawing provided updated information, changes, and specifications. The TVMWD Operations Staff used this schematic and drawing as an aid.

Six Basins Production Reports (Claremont, CA)

In the duration Mr. Brethorst worked at TVMWD, TVMWD served as the Six Basins Watermaster. Six Basins is a small groundwater basin that underlies Claremont, La Verne, Pomona, and Upland. The comprising Six Basins member agencies include Golden State Water Company, City of La Verne, City of Pomona, San Antonio Water Company, City of Upland, West End Consolidation Water Company, and TVMWD.

TVMWD was in charge of regulating the Six Basins to ensure that groundwater was not overpumped. On a monthly basis, Mr. Brethorst collected groundwater production reports from all of the member agencies. Their reported data was used to generate the Monthly Six Basins Production Reports, as well as the Annual Six Basins Report, for upper management and the Six Basins Board of Directors. The Monthly Six Basins Production Reports included Year to Date Production by Pumpers, Year to Date Percentage Production in Six Basins, and Year to Date Quantity Produced in Six Basins.

Mr. Brethorst also assisted ALDA Consulting Engineering with assembling the Six Basins Annual Report. Six Basins generated an annual report that provides Historical Background, Watermaster Activities, Status of the Six Basins, Hydrologic Conditions, Precipitation, Spreading, Static Water Levels, Water Quality, Groundwater Production, Surface Water and Imported Water Use, and Calendar Year Budget data for each calendar year.

TVMWD Caustic Soda Tank Replacement (Claremont, CA)

Mr. Brethorst possesses some construction project management leadership experience through a six month caustic soda tank replacement project while working at TVMWD. This caustic soda tank was crucial to the formation of flocs for the on-site water treatment plant at Three Valleys Municipal Water District. Mr. Brethorst was asked by Rick Hansen and Mike Sovich, the General Manager and Assistant General Manager, respectively, to begin the management of this caustic soda replacement project for 3 months until the full-time engineers were freed from more pressing projects. In those months before turning over the project, Mr. Brethorst created a project schedule, met with the treatment operators and determined the needs and features they wanted on the new caustic soda tank, determined space and dimensional requirements for the tank, met with and determined which tank providers could meet the operators' needs, consulted with a structural engineer to design a concrete pad upon which the tank rested, and determined a preliminary cost of the project. Once the project was turned over to the full-time engineers, Mr. Brethorst assisted with the rest of the project. Mr. Brethorst also oversaw the installation of the concrete pad, as well as the caustic soda tank once the concrete pad reached its required strength.

TVMWD Construction Management – Landscape Renovation Project (Claremont, CA)

TVMWD re-landscaped the entire site in the summer and fall of 2009. Mr. Brethorst was responsible with construction management during certain portions of the landscape renovation. Before construction and re-landscaping could commence, 29 pine trees had to be removed. Mr. Brethorst oversaw the removal of these pine trees. Once construction commenced, Mr. Brethorst oversaw that all the new irrigation pipelines were properly placed, attached and buried.

TVMWD Transmission Pipeline Replacement Project - Request for Proposal (Claremont, CA)

In 2010, TVMWD decided to replace a portion of its main transmission pipeline that ran north and south on Williams Avenue; a stretch of pipeline located south of the 210 FWY running along Williams Avenue that joined Foothill Boulevard. Mr. Brethorst assisted the engineering staff with writing a request for proposal that included a map of the transmission line, the work required to replace the project, a project schedule, and an engineer's estimate of the project.



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Tim Shay, Support Services Manager
SUBJECT: Ordinance to Allow Piggyback Purchasing

RECOMMENDATION:

It is recommended that the City Council consider:

1. Introducing and waiving first reading of an ordinance that would add a new line in the Monterey Park Municipal Code ("MPMC") § 3.20.050 entitled "Piggyback Purchasing";
2. Schedule second reading and possible adoption for May 4, 2016; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The City's purchasing regulations (Chapter 3.20 of the Monterey Park Municipal Code) establish the procedures for procuring supplies, equipment, and services to ensure the City is obtaining the lowest possible pricing. The regulations are also intended to provide fair and transparent application of the purchasing rules. During recent reviews of the City's current purchasing regulations, the Council requested that the MPMC be amended to specifically include "Piggyback Purchases" (which are purchases made from contracts negotiated by another governmental agency which has no relationship to the City).

If adopted, the attached ordinance would amend MPMC § 3.20.050, which sets forth the exemptions to bidding, as follows:

"3.20.050 Exceptions to bidding.

Purchases of goods, supplies and equipment ~~shall~~must be ~~by~~ bid ~~procedure~~ pursuant to Section 3.20.040 except:

- (1) In case of an emergency as determined by the city manager or, in ~~his~~ the city manager's absence, ~~the~~ a department head and purchasing agent; provided, that they ~~shall~~must advise the city manager of such emergency purchase as soon as practicable;

- (2) When the commodity can be obtained from only one vendor;
- (3) When the city has a contract with another governmental unit to purchase a particular item on a cooperative basis;
- (4) When the city council finds that negotiation ~~shall~~ best serves the city due to the nature of the goods, supplies, or equipment.
- (5) When the city council, or (if the value of goods or services is below \$25,000) the city manager, identifies a cooperative competitive bidding procedure utilized within the last 24 months prepared by and processed through another local, state, or federal governmental agency upon which the city can "piggy-back." After such a finding, the city may then utilize the scope of work and prices garnered from such a competitive bidding procedure in its own contract."

BACKGROUND:

"Piggyback" purchases are a form of cooperative purchasing in which vendors will allow pricing provided to another entity to be used by the City. Typically, a larger entity will competitively award a contract through the bidding process, and the successful vendor will allow other entities to utilize the lower contract pricing and take advantage of their economies of scale. Larger agencies benefit from their size on some purchases considering that the cost of a product (or service) decreases when the production (or service) increases. Without the economies of scale that larger agencies bring to the purchasing arena, the City often yields significantly higher bid pricing when it purchases individually. To piggyback on another agency's contract also saves the City time and resources required through the bidding process.

FISCAL IMPACT:

Including a provision for piggyback purchases in the purchasing ordinance will provide potential cost savings to the City on a variety services and supply purchases.

Respectfully submitted by:



Chu Thai
Director of Management Services

Prepared by:



Tim Shay
Support Services Manager

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Draft Ordinance

ATTACHMENT 1
Ordinance to Allow Piggyback Purchasing

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MONTEREY PARK
MUNICIPAL CODE § 3.20.050 TO INCLUDE "PIGGYBACK
PURCHASING" AS AN ALLOWABLE EXCEPTION TO
BIDDING.**

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

SECTION 1: Monterey Park Municipal Code ("MPMC") § 3.20.050 is amended to read as follows:

"3.20.050 Exceptions to bidding.

Purchases of goods, supplies and equipment must be bid pursuant to Section 3.20.040 except:

- (1) In case of an emergency as determined by the city manager or, in the city manager's absence, a department head and purchasing agent; provided, that they must advise the city manager of such emergency purchase as soon as practicable;
- (2) When the commodity can be obtained from only one vendor;
- (3) When the city has a contract with another governmental unit to purchase a particular item on a cooperative basis;
- (4) When the city council finds that negotiation best serves the city due to the nature of the goods, supplies, or equipment.
- (5) When the city council, or (if the value of goods or services is below \$25,000) the city manager, identifies a cooperative competitive bidding procedure utilized within the last 24 months prepared by and processed through another local, state, or federal governmental agency upon which the city can "piggy-back." After such a finding, the city may then utilize the scope of work and prices garnered from such a competitive bidding procedure in its own contract."

SECTION 2: This Ordinance is exempt from additional review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures to clarify existing policies and practices related to purchasing goods and services; 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, the Ordinance does not

constitute a "project" that requires environmental review (*see specifically* CEQA Guidelines § 15378(b)(2, 5)).

SECTION 3: 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 4: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the city of Monterey Park's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5: This Ordinance will take effect on the 31st day following its final passage and adoption.

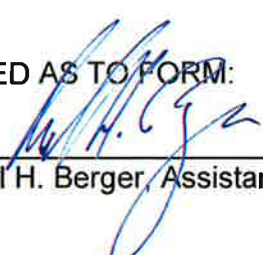
PASSED AND ADOPTED this ____ day of _____.

Peter Chan, Mayor

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Ron Bow, Director of Public Works/Assistant City Manager
SUBJECT: Electric Vehicle Charging Station at City Hall

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting a resolution to waive bidding requirements and authorize the City Manager to execute an agreement to host an electric vehicle charging station at City Hall, in a form approved by the City Attorney;
2. Taking such additional, related, action that may be desirable.

CEQA (California Environmental Quality Act):

The project is categorically exempt from the California Environment Quality Act (CEQA) per CEQA Guidelines § 15303 and 15304, "Small Equipment/Structures" and "Minor Alterations to Land."

EXECUTIVE SUMMARY:

The South Coast Air Quality Management District is offering public agencies the installation of electric vehicle (EV) charging stations at their facilities to promote the use of electric vehicles. The EV charging system is at no cost to the City.

BACKGROUND:

The California Energy Commission (CEC) awarded the South Coast Air Quality Management District (SCAQMD) a \$1.2M grant to install 27 direct current (DC) fast chargers at sites along major freeway corridors in an effort to create a statewide network of electric vehicle (EV) charging facilities.

Through the Request for Proposal (RFP) process, SCAQMD selected Clean Fuel Connection, Inc. as the DC fast charging network installer and NRG eVgo as the provider. The selected DC fast charger equipment can charge an electric vehicle in 20-30 minutes. The charger will have two types of connectors - CHAdeMO and Society of Automotive Engineers (SAE) - to service the majority of the fast charging vehicles on the market. The grant funding provides for hardware, installation, operation and maintenance of DC fast chargers, electricity consumed by electric vehicles, and education outreach including the development of a social media

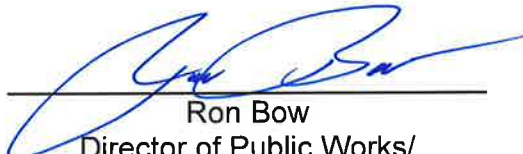
campaign and an informational website. The cities of Palm Springs, Palm Desert, Calabasas, and Chino Hills have already committed to installing DC fast chargers.

SCAQMD has approved the Monterey Park City Hall as a viable site for this program. To participate, the City must agree to allow the charger to remain in place for a minimum of 5 years. At the end of the term, the City has the option to sign a new contract with NRG or have the charger removed at no cost to the City. The City must also agree to the EV charging station being accessible to the public 24 hours a day, 7 days a week.

FISCAL IMPACT:

There is no cost to the City to agree to host the DC fast charger. Utility costs will be billed to the user through the credit card payment system that will be included with the equipment.

Respectfully submitted by:



Ron Bow
Director of Public Works/
Assistant City Manager

Prepared by:



Amy Ho
Principal Management Analyst

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Agreement
2. Site plan
3. Resolution

ATTACHMENT 1

Agreement

**CHARGING SERVICES AGREEMENT
(EVgo Public Network)**

Host: City of Monterey Park

Agreement Date: _____, 2016

This Charging Services Agreement ("Agreement") is entered into as of the Agreement Date by Host and NRG EV SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, incorporated by reference herein.

Recitals

WHEREAS, Host obtained grant funding from the South Coast Air Quality Management District ("SCAQMD") for the project commonly referred to as the DC Fast Charger project ("Project").

WHEREAS, the Charging Station (as defined below) to be installed under this Agreement is funded in whole or in part with SCAQMD grant monies, and/or may be partially funded with other Host funds, or other grant funds obtained by the Host.

A. Premises

Host Property: **City of Monterey Park City Hall** located at: **320 W. Newmark Ave., Monterey Park, CA 91754**
The location where the Charging Station(s) shall be installed at the Host Property (the "Premises") is shown on the attached Schedule I.

B. Charging Services

1. Term. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date and continue until five (5) years following the date of the Charging Stations are first operational (the "Commencement Date"). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.

2. Charging Services. During the Term, and further subject to the Terms and Conditions attached hereto and incorporated herein by reference, EVgo shall provide the following services (the "Charging Services"):

- a. EVgo shall install, at its sole cost and expense:
 - **1 DC Fast Charging Station(s);**
 - Related equipment, hardware, software, signage and supporting equipment and structures.

The foregoing is collectively referred to as the "Charging Station(s)."

- b. EVgo shall be responsible for all operation and maintenance of the Charging Station(s). The Charging Station shall be maintained in good, safe and operable condition during the Term, except for reasonable periods of downtime due to maintenance, service and repair, and in accordance with the warranty required by SCAQMD.
- c. The Charging Station(s) shall be available to the public as part of EVgo's public network of EV charging stations.
- d. Drivers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. Subject to the requirements contained in Section 9(b) of the

attached Terms and Conditions, EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Station(s).

3. **Electricity.** EVgo shall be responsible for all electricity costs of the Charging Station(s). Unless otherwise agreed by the parties, EVgo shall, at its sole expense, ensure that the Charging Station(s) are separately-metered with EVgo as the customer of record for such meter. Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station(s), unless the cause of the interruption is covered by the party's indemnity provided for in the Terms and Conditions.

4. **Disposition of Equipment Following Termination; Removal.** The parties hereto recognize that disposition of the Charging Station at the end of the term may be subject to SCAQMD direction. At the end of the term, EVgo shall confer with the City and, if required, with SCAQMD regarding disposition of the Charging Station. Unless alternate arrangements are made and agreed upon by the parties, EVgo shall remove the Charging Stations and all of EVgo's other property associated with the Premises from the Host Property, such removal to be coordinated with Host.

Following removal of the Charging Station and all of EVgo's other property from the Host Property, EVgo shall return the Premises and the Host Property to the condition in which said property was in prior to installation of the Charging Station.

C. Installation Activities.

1. Subject to the requirements of the Terms and Conditions, EVgo shall, at its sole cost and expense, conduct all installation activities (the "**Installation Activities**") required to support the installation and operation of the Charging Station(s) and Charging Services, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

2. On completion of the installation of the Charging Station(s), EVgo shall have the right to remove all or a portion of the same at any time during the Term, if necessary to repair or replace equipment, whether or not said items are considered fixtures and attachments to the Premises under applicable laws. Faulty or defective equipment shall be promptly repaired or replaced so that the Charging Station is maintained in good operating condition for the Term.

D Other Provisions. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

[Signatures on following page]

**SIGNATURE PAGE
TO
CHARGING SERVICES AGREEMENT
(EVgo Public Network)**

HOST:

City of Monterey Park

By: _____

Paul Talbot, City Manager

Notice Address:

320 W. Newmark Ave.
Monterey Park, CA 91754
Attn: Ron Bow

EVGO:

NRG EV SERVICES LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notice Address:

1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: President

with a copy to:

1000 North Post Oak Road, Suite 240
Houston, Texas 77055
Attn: General Counsel

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a non-exclusive license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the non-exclusive right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) This Agreement may be immediately terminated for cause by either party in the event of the following:

i) *Breaches.* The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) *Insolvency.* The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of this Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of this Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for EVgo to take the actions contemplated in this Agreement.

C. INSURANCE

1) EVgo Insurance.

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect EVgo's Commercial General Liability Insurance,

Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of EVgo's performance under this Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in this Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("Related Parties"), regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate this Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections (C)4, and D(2) hereof, each party shall indemnify and hold harmless the other party and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any breach by such party of its obligations, representations or warranties

under this Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with this Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with this Agreement, except as it applies to a party's obligations pursuant to **Section C [INSURANCE]**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of this Agreement.

6) **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and interpreted in accordance with the internal laws of

the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under this Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under this Agreement and/or terminate this Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** This Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

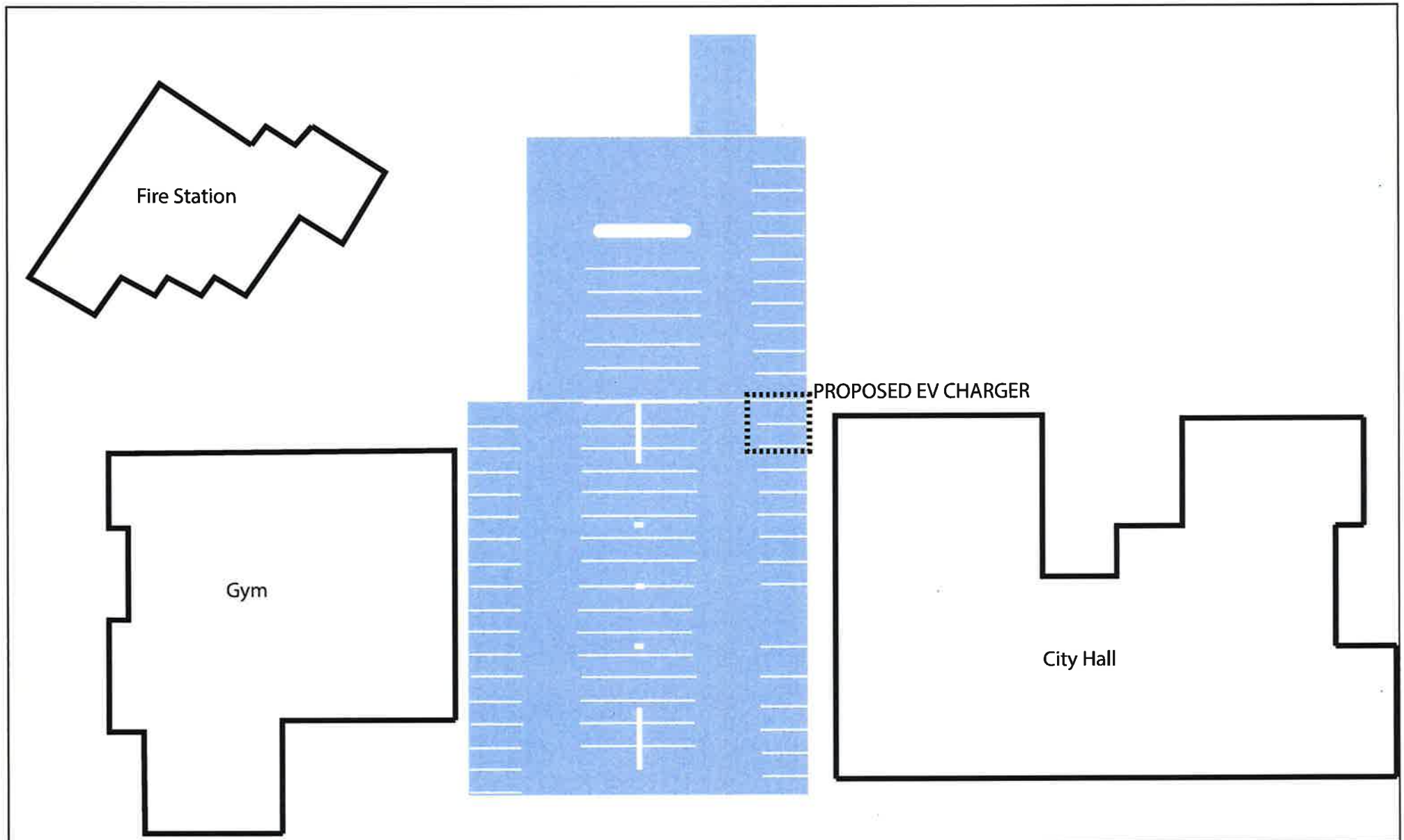
13) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction.** All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

ATTACHMENT 2

Site Plan

CIVIC CENTER SITE PLAN



ATTACHMENT 3

Resolution

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT FOR THE DC FAST CHARGER PURSUANT TO GOVERNMENT CODE § 830.6 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NRG EV SERVICES LLC WITHOUT THE NEED FOR CALIFORNIA PUBLIC CONTRACT CODE BIDDING AS OTHERWISE REQUIRED BY THE MONTEREY PARK MUNICIPAL CODE.

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

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

- A. On March 10, 2016, the City received a proposal from NRG EV Services LLC (the "Company") for the DC Fast Charger project (the "Project");
- B. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contract Code for this type of project;
- C. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;
- D. The facts and circumstances of this Project, however, demonstrate that the Public Contract Code bidding requirements would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:
 - 1. The Project is fully funded through a grant provided by the South Coast Air Quality Management District (SCAQMD) grant; and
 - 2. SCAQMD conducted a competitive bidding process and awarded contract to the Company. It is improbable that any other contractor can provide these services for a lesser amount
- E. In waiving the competitive bid requirements otherwise required by the MPMC and Public Contract Code, the City Council takes note of the analysis and decisions set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) Cal.App.3d 631; *Hodgeman v. City of San Diego* (1942) 53 Cal. App.2nd 610; *Orange County Water Dist. v. Bennett* (1958) 156 Cal. App.2nd 745; and *Los Angeles G&E Corp. v. City of Los Angeles* (1922) 188 Cal. 307;
- F. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project; and
- G. Company's proposal is based on providing prevailing wages to its employees in performing this work.

Resolution No.

Page 2 of 3

SECTION 2: Authorizations.

- A. The Director of Public Works, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the work approved by this Resolution; and
- B. The City Manager is authorized to execute a contract with Company for construction of the Project in a form approved by the City Attorney.

SECTION 3: Design Immunity.

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.
- D. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

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

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

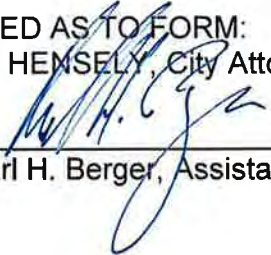
PASSED AND ADOPTED this 20th day of April, 2016.

Peter Chan, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: 
Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Dan Costley, Recreation & Community Services Director
SUBJECT: Sister Cities Commission

RECOMMENDATION:

It is recommended that the City Council consider:

- (1) Adopting a resolution to change the method in which Commissioners are chosen to be members of the Sister Cities Commission, with Council members selecting one commissioner each, and each of the Sister City Associations choosing a commissioner, for a total of ten members; and
- (2) Taking such additional, related, action that may be necessary.

EXECUTIVE SUMMARY:

Since its inception in 1998, when the commission was created in Resolution No. 10281 (Attachment 1), the Sister Cities Commission has been composed of three members from each of the official Sister Cities, one of which is the Association President. When a new City was added (Yeongdeungpo-Gu Seoul, South Korea) the size of the commission was expanded to include the three new Commissioners as listed in Resolution 10549 (Attachment 2). This Commission has operated differently than the other Commissions with a set of By-laws developed specific for this Commission; when this Commission was formed, it was specifically noted that the Commission is not subject to regulation set forth under the Monterey Park Municipal Code 2.82 (Attachment 3), though most of the subjects are covered in the By-laws (Attachment 4). Under the new selection method, each Council Member would choose a member, as is done with the other commissions, and each Sister City Association would choose one member from their Association; if a new Sister City were to be formed and accepted, that Association would be allowed to choose a Commissioner. This new procedure would allow for participation by Friendship City representatives or other interested community members, if they are chosen by a City Council member.

BACKGROUND

Founded in 1956 by President Eisenhower, Sister Cities International is a non-profit organization that unites Cities around the world through cultural programs, business opportunities and educational exchanges. Monterey Park currently has five Sister Cities that have been approved by officials from both cities:

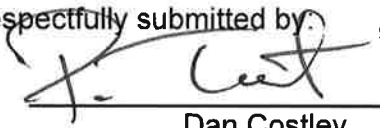
- Quanzhou, China, Sister City Association
- Nachikatsurra, Japan, Sister City Association
- Young-Ho Taiwan, Sister City Association
- Morelia, Mexico, Sister City Association
- Yeongdeungpo-Gu, Seoul, South Korea Sister City Association

These associations are independent organizations that plan & implement student exchange programs and other cultural events; they do their own fundraising activities throughout the year. As a City Commission they come together for two main purposes – coordinating activities for the student exchange program participants in the summer, and planning a cultural event that becomes a fundraiser for all of the associations. For the student exchange program they put together a welcome party, different excursions throughout Southern California, and a farewell dinner; this gives the students from different countries an opportunity to meet. For the cultural event/fundraiser, the Commission has put on Mardi Gras events, a Look-A-Like talent show and multi-cultural dinners. Since 2008 the Friendship City of Panyu has assisted with the cultural event/fundraiser, and been given a portion of the proceeds as decided by the Commission – the Panyu Friendship City Association does not have a vote in the Commission. Most of the current members of the Commission have been involved at the association level for over a decade and at the Commission level for at least five years.

FISCAL IMPACT:

None.

Respectfully submitted by:

 *for Dan Costley*

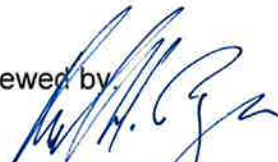
Dan Costley
Director of Recreation and
Community Services

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. Resolution 10281
2. Resolution 10549
3. Monterey Park Municipal Code 2.82
4. Current Bylaws
5. Proposed New Resolution

ATTACHMENT 1
RESOLUTION 10281

RESOLUTION NO. 10281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEREY PARK, CALIFORNIA, ESTABLISHING A
SISTER CITY COMMISSION

WHEREAS, the Sister City Commission is created to promote friendship, goodwill and a communication between the Sister Cities of Monterey Park by learning and accepting the beauty and uniqueness of each other's cultures; and

WHEREAS, at the City Meeting of June 17, 1998, the Council of the City of Monterey Park adopted the establishment of the Sister City Commission.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. Establish the Sister City Commission to fall under the jurisdiction of the City Manager's Office.

SECTION 2. The Sister City Commission is authorized to establish its own bylaws, elect its own officers and submit an annual report to the City Council.

SECTION 3. The Sister City Commission shall not be subject to the regulation set forth under the Monterey Park Municipal Code Chapter 2.82.

SECTION 4. The Mission Statement of the Sister City Commission is:

- (a) to foster friendship, goodwill and a communication among the Sister Cities of Monterey Park through direct personal contact.
- (b) to participate in the exchange of cultures bringing about productive and lasting friendships.
- (c) to participate in the City of Monterey Park's cultural events and programs promoting the exposure of their culture.
- (d) to serve as cultural ambassadors to sister city visitors, thus bringing recognition to the City of Monterey Park.

SECTION 5. Members of the Sister City Commission, presently, shall be the President and one (1) member of each of the four (4) Sister City Associations, constituting an eight (8) member commission plus a corresponding/minutes secretary. However, should the City establish any new Sister City relationships, then those Associations shall automatically become members with their respective President and one (1) member being seated on the Commission.

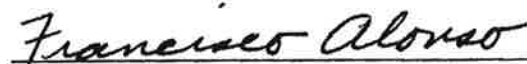
Resolution No. 10281
Page No. Two

SECTION 6. The Sister City Commission shall presently be composed of the following Monterey Park Sister City Associations:

- (a) Quanzhou, China Sister City Association
- (b) Nachikasuura, Japan Sister City Association
- (c) Yung-Ho, Taiwan Sister City Association
- (d) Morelia, Mexico Sister City Association

SECTION 6. The Sister City Commission will select a Council Member to attend the meetings in an advisory capacity for the City of Monterey Park.

PASSED, APPROVED, AND ADOPTED this 17th day of June, 1998 .


Francisco Alonso, Mayor
City of Monterey Park,
California

Attest:


David M. Barron, City Clerk
City of Monterey Park
California

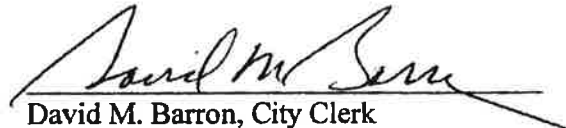
Resolution No. 10281
Page No. Three

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No.10281 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 17th day of June, 1998 , by the following vote:

Ayes:	COUNCILMEMBERS:	PURVIS, BALDERRAMA, VALENZUELA, CHU, ALONSO
Naes:	COUNCILMEMBERS:	NONE
Absent:	COUNCILMEMBERS:	NONE
Abstain:	COUNCILMEMBERS:	NONE

Dated this 17th day of June, 1998.


David M. Barron, City Clerk
City of Monterey Park,
California

ATTACHMENT 2
Resolution 10549

RESOLUTION NO. 10549

AN AMENDMENT TO RESOLUTION NO. 10281 OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA RELATING TO THE NUMBER OF COMMISSIONERS TO SERVE ON THE SISTER CITIES COMMISSION.

WHEREAS, on June 17, 1998, in an effort to further promote friendship, goodwill and communication among the Sister City Associations of Monterey Park, the Sister Cities Commission was established by Resolution No. 10281; and

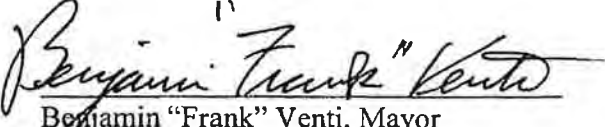
WHEREAS, currently there are eight commissioners, the President and one representative from each of the four Sister City Associations of Monterey Park (Morelia, Mexico; Yung-Ho, Taiwan, Quanzhou, China; Nachikatsuura, Japan) serving on the commission; and

WHEREAS, at their meeting of July 11, 2000, the Sister Cities Commission requested an amendment to Section 5 of Resolution No. 10281 to increase the number of representatives whereby the President and two representatives from each sister city association will serve on the Commission.

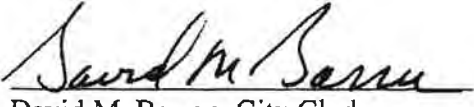
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEREY PARK DOES HEREBY AMEND SECTION 5 OF RESOLUTION NO. 10281 TO READ AS FOLLOWS :

"Members of the Sister Cities Commission shall be the President and *two* members of each of the four Sister City Associations, constituting a twelve (12) member commission plus a corresponding/minutes secretary. However, should the City establish any new Sister City relationships, then those Associations shall automatically become members with their respective President and two (2) members being seated on the commission."

PASSED, APPROVED, AND ADOPTED this 4th day of October, 2000.


Benjamin "Frank" Venti, Mayor
City of Monterey Park,
California

Attest:


David M. Barron, City Clerk
City of Monterey Park
California

Resolution No. 10549

Page No. Two

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, David M. Barron, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 10549 was duly and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 4th day of October, 2000, by the following vote:

Ayes: COUNCILMEMBERS: VALENZUELA, CHU, BALDERRAMA, ALONSO, VENTI
Naes: COUNCILMEMBERS: NONE
Absent: COUNCILMEMBERS: NONE
Abstain: COUNCILMEMBERS: NONE

Dated this 4th day of October, 2000.


David M. Barron, City Clerk
City of Monterey Park,
California

ATTACHMENT 3
MONTEREY PARK
MUNICIPAL CODE 2.82

Chapter 2.82 GENERAL REQUIREMENTS FOR CITY COMMISSIONS, BOARDS AND COMMITTEES

Note

* Prior ordinance history: Ords. 1520, 1523, 1753, 1756, 1874, 1888, 1988 and 1994.

2.82.010 Purpose.

This chapter is adopted for the purpose of setting forth the enabling provisions establishing the city's various bodies, boards, and commissions (collectively "committees") that assist the city council in conducting public business and prescribing the manner in which persons may be appointed to such committees. Additional committees may be created by city council resolution. (Ord. 2098 § 2, 2013)

2.82.020 Compensation.

The city council may, by resolution, determine whether, and in what amount, compensation will be provided for members of the committees established by this chapter. Without a city council resolution establishing compensation, it is conclusively presumed that no compensation is to be provided. (Ord. 2098 § 2, 2013)

2.82.030 Further provisions.

- (a) Member qualifications and/or committee duties or responsibilities may be revised or amended by city council resolution.
- (b) Members of the library board, traffic commission, and personnel board are not subject to this chapter.
- (c) Persons serving on one committee cannot simultaneously serve on another committee. (Ord. 2098 § 2, 2013)

2.82.040 Membership.

- (a) Unless otherwise provided, committees established pursuant to this chapter consist of five members who are appointed individually, one per city council member, in the manner provided by this chapter. Three members constitute a quorum. The city manager may designate an ex-officio staff person to serve as secretary and custodian of records who will not have a vote.
- (b) Unless otherwise provided, during their incumbency all members must be, and remain, a resident in fact of the city. Residency will be verified annually by the city clerk's office. Should any member cease to be a city resident, that office is deemed vacant and the term of such member terminated. The secretary will notify the city council and the city clerk of such termination as soon as administratively possible.
- (c) Convicted felons cannot serve on committees. (Ord. 2098 § 2, 2013)

2.82.050 Terms of office.

(a) Unless otherwise provided by law or resolution, each member may serve for a one-year term. No person may serve more than eight consecutive terms on the same commission. If an individual separates from serving on a board or commission, such person cannot be reappointed to the same board or commission for at least twelve consecutive months. A person cannot serve on more than one board or commission at the same time.

(b) Unless otherwise provided, all committee members will serve until a successor is qualified and appointed. (Ord. 2098 § 2, 2013)

2.82.060 Appointment procedures.

(a) Persons seeking appointment to a committee should file applications, in a form prescribed by the city clerk, or designee, to the city clerk's office.

(b) Unless otherwise provided, each councilmember may appoint one person to a particular board or commission. Persons nominated by a councilmember are announced at a council meeting, but the nomination does not require ratification by council action.

(c) Every term begins May 1st and ends April 30th of the following year. (Ord. 2098 § 2, 2013)

2.82.070 Removal by city council.

Notwithstanding any other provision of this chapter, all members serve at the pleasure of the appointing city council member and may be removed by that council member at any time. (Ord. 2098 § 2, 2013)

2.82.080 Organization.

(a) Each May, a committee will annually organize and elect a chairperson and vice-chairperson from its membership for a one-year term. In the chairperson's or vice-chairperson's absence or disability, the committee may designate a chairperson or vice-chairperson pro tempore.

(b) Regular meetings may be held on a day and time established by committee resolution and may be amended from time to time.

(c) Committees may establish a procedure for calling special meetings and may also adopt application requirements, meeting procedures, and other reasonable rules and regulations for conducting business. Minutes must be kept of all meetings and the secretary will deliver copies of minutes to the city clerk for filing.

(d) Committees may designate one of its members, or a subcommittee composed of not more than two members, to study, review, consider, or make recommendations concerning any matter within the committee's purview. (Ord. 2098 § 2, 2013)

2.82.090 Nonattendance.

(a) Unless otherwise provided, if a committee member fails to attend three consecutive meetings, unless excused for cause by the committee chairperson, that member's office is deemed vacant and the member's term ended. The committee secretary must immediately notify the city council and city clerk of such termination.

(b) Any member of any city commission, board or committee appointed by a city council member, and terminated from said commission, board or committee for absences, whether excused or unexcused, cannot be nominated for appointment to any city commission, board or committee for a period of twelve months after said termination became effective. (Ord. 2098 § 2, 2013)

2.82.100 Vacancy.

If a vacancy occurs other than term expiration, notice must be given to the city council and city clerk. The appointing city council member may appoint a new member in accordance with this chapter for the remaining portion of the term, subject to the Maddy Act (Government Code Section 54970 et seq.); any partial term of service will count as a full year toward the term of office. (Ord. 2098 § 2, 2013)

ATTACHMENT 4
CURRENT BY-LAWS

MONTEREY PARK SISTER CITIES COMMISSION
BY – LAWS

ARTICLE I. NAME AND HEADQUARTERS

Section 1. The name of this organization shall be the Sister Cities Commission.

Section 2. The headquarters and principal office of the Commission shall be located in the office space provided by the City of Monterey Park.

ARTICLE II. MISSION AND PURPOSE

Section 1. The mission of the Sister Cities Commission shall be to promote friendship, goodwill and a communication amongst the Sister Cities of Monterey Park by learning and accepting the beauty and uniqueness of each other's culture.

Section 2. The purpose of the Commission shall be to provide voluntary citizen action which will:

- A) foster friendship, goodwill and a communication among the Sister Cities of Monterey Park through direct personal contact.
- B) participate in the exchange of cultures bringing about productive and lasting friendships.
- C) participate in the City of Monterey Park's cultural events and programs promoting the exposure of their culture.
- D) serve as ambassadors to sister city visitors, thus bringing recognition to the City of Monterey Park.

ARTICLE III. MEMBERSHIP

Section 1. Members of the Sister Cities Commission shall be the President and two members of each of the five Sister City Associations, constituting a fifteen (15)-member commission, plus a corresponding/minutes secretary appointed by the City Manager.

However, should the City establish any new Sister City relationships, then those associations will automatically become members with their respective President and two (2) members being seated on the Commission.

Each Sister City Association must submit a current roster of membership and one current set of official bylaws for the association at January of each year.

Section 2. The City Council will select a Council Member to attend the meetings in an advisory capacity for the City of Monterey Park.

Section 3. The Sister Cities Commission shall presently be composed of the following Sister City Associations:

- A) Quanzhou, China, Sister City Association
- B) Nachikatsuura, Japan, Sister City Association
- C) Yung-Ho, Taiwan, Sister City Association
- D) Morelia, Mexico, Sister City Association
- E) Yeongdeungpo-Gu, Seoul, Korea, Sister City Association

Section 4. In the event the President of a Sister City Association cannot serve on the Commission, he/she will have the authority to assign another member to serve on the Commission; however, that member must be an officer of their respective association.

Section 5. Quorum

Representation from three (3) of the five (5) Sister City Associations and a minimum of seven members present shall constitute a quorum. Quorum must be reached within twenty (20) minutes after scheduled start of meeting time otherwise the meeting shall be cancelled due to lack of quorum.

Section 6. Removal from Office

Any Commissioner shall be subject to removal from office due to a) an absence of two (2) general meetings and one (1) special meeting during the year, from January to December, without prior notification to the Chairperson or Staff Secretary of the Commission; and b) for conduct which, but itself, shall damage or cause to damage the good name of the Sister Cities Commission and the City of Monterey Park.

Upon final absence, the Commissioner shall be removed and the respective Association must designate a new representative for replacement prior to the next Commission meeting. Should a member be more than twenty (20) minutes late to a Commission meeting, it shall be designated as an absence.

Section 7. Association Removal

Should a particular Association's number of member absences hinder the productivity of the Commission or show no representation of members at two Sister Cities Commission meetings in one year, from January to December, the Association shall be subject to placement into an inactive status within the Commission and subject to the review of the Sister Cities Commission for reinstatement.

ARTICLE IV. OFFICERS

Section 1. Officers of the Commission shall be the Chairperson and Vice-Chair.

Section 2. Election of Officers and Term of Office

The Commission shall hold elections for officers in January of each even year. The term of office shall be for two years. At the expiration of his/her term, an officer can be re-elected for one additional consecutive term, providing there are no other nominations.

All officers of the Commission shall be elected among the commissioners from nominations from the floor. Voting shall be done by secret ballot. The officers' terms shall commence at the first meeting in January and shall terminate on the first meeting of January at the end of the two-year term.

Section 3. Compensation

The officers shall not receive any compensation for their services as officers.

Section 4. Powers and Duties of Officers

The following duties shall be assigned to the officers as indicated:

Chair:	Shall preside at all meetings and sign all documents as may be required or deemed by law. The Chairperson shall be responsible for overseeing the budget, membership, fundraising and assist in developing and overseeing the programs of the Commission.
--------	---

Vice Chair: In the absence of the Chairperson, the Vice Chair shall perform the duties of the Chair. The Vice Chair shall assist the Chair in whatever way the Chair deems necessary and beneficial.

ARTICLE V. MEETINGS

Section 1. Regular Meetings

The regular meetings of the Sister Cities Commission shall be held **quarterly** commencing in January, on Tuesday, the 1st week of the month. Therefore, the regular meetings will be held on the first Tuesday in January, April, July and October.

Each association must have three (3) official designated representatives present at all four (4) of the quarterly Sister Cities Commission meetings throughout the year. In the event a commissioner cannot attend a meeting, that commissioner will have the authority to send a proxy or substitute whom must be a member of their association. With prior notification of a proxy or substitute representative, the commissioner will not receive an absence. If no alternate representative is provided and a member does not attend the meeting, it shall be designated as an absence.

Section 2. Special Meetings

The Chairperson may call a special meeting at any time. In the absence of the chairperson, the vice-chair may call a special meeting. Upon written request of 25 percent of the membership to the Chairperson, the Chair shall call a special meeting. No business other than that specified in the notice of the meeting shall be considered at any special meeting.

ARTICLE VI. RULES OF PROCEDURES

Section 1. The Roberts Rules of Order shall govern the Commission in all cases in which they are applicable and in which they are not inconsistent with these By-Laws or the Laws of the State of California.

Section 2. The Ralph M. Brown act (Government Code Section 54950 et seq.) applies to all commissions of the City. The heart of the Brown Act is found in Section 54953, requiring all meetings of a commission to be open and public, and all persons shall be permitted to attend such meetings without any registration or other requirements.

ARTICLE VII. AMENDMENTS

Section 1. These By-Laws may be amended, repealed or altered, in whole or in part, at any meeting of the members of the commission, by a majority vote. Any proposed changes shall be provided to each commissioner at least ten (10) days before the date of the meeting at which the change is to be considered. Amendments shall be come effective when adopted, except for terms of office, which shall become effective at the next election cycle.

The Sister Cities Commission of Monterey Park, California adopted these By-Laws on the 8th day of January 2008.

First adopted:	January 11, 2000
Amended:	January 9, 2001
Amended:	April 11, 2001
Amended:	January 30, 2002
Amended:	July 10, 2003
Amended:	January 6, 2004
Amended:	January 3, 2006
Amended:	January 8, 2008

ATTACHMENT 5
Proposed New Resolution

RESOLUTION NO. _____

**A RESOLUTION REVISING THE SISTER CITIES
COMMISSION IN ACCORDANCE WITH CHAPTER 2.82 OF
THE MONTEREY PARK MUNICIPAL CODE.**

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

SECTION 1: Unless otherwise provided by this Resolution, the Sister Cities Commission will conform with Resolution No. 10281, adopted June 17, 1998, as to membership, terms, and procedures.

SECTION 2: Sister Cities Commission. The previously established Sister Cities Commission will have a membership of 10 members. Each councilmember may appoint one individual to the Sister Cities Commission in accordance with MPMC Chapter 2.82. Each association representing a Sister City will appoint a member (currently, there are five sister cities). Should the City establish any new Sister City relationships, the association representing such new Sister City will be allowed to select a member to the Sister Cities Commission.

SECTION 3: Except as amended by this Resolution, Resolution No. 10281, adopted June 17, 1998, remains in full force and effect.

SECTION 4: 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 5: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 6: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this ____ day of ____, 2016.

Peter Chan,
Mayor

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

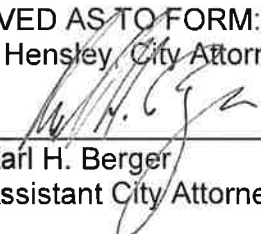
I, Vincent Chang, City Clerk of the City of Monterey Park, California, certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ____ day of ____ 2016, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Vincent Chang,
City Clerk

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

By: 

Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: April 20, 2016

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

TO: The Honorable Mayor and City Council
FROM: Vincent D. Chang, City Clerk
SUBJECT: Appointment of Commission, Board and Committee members for a one-year term beginning May 1, 2016 and ending April 30, 2017.

RECOMMENDATION:

It is recommended that the City Council

- (1) Appoint the following Commission/Board/Committee members as listed in Attachment 1 and/or make the appointments for a one-year term beginning May 1, 2016 and ending April 30, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In 2013, the City Council added Chapter 2.82 to the Monterey Park Municipal Code ("MPMC") restructuring the establishment of the Commissions, Boards and Committees, collectively "Commissions," and redefining the appointment procedures. In accordance with the MPMC, each council member appoints his/her respective representative(s) to the 9 commissions to serve a one year term beginning on May 1st and ending April 30th. Commissioners may serve not more than eight consecutive one year terms on the same commission.

BACKGROUND:

Each council member may appoint 1 seat to Business Improvement District Advisory Committee, Design Review Board, Economic Development Advisory Commission, Environmental Commission, Planning Commission, Recreation and Parks Commission, and Traffic Commission; and 2 seats to the Commission on Aging and Community Participation Commission. Each commissioner serves at the pleasure of the appointing council member.

As part of the appointment process, all commissioners must meet the residency requirement as set forth by MPMC section 2.82.040. Upon ratification, the City Clerk's office will notify all commissioners to provide proof of residency. Failure to provide proof of residency to the City Clerk's office by June 1 will result in removal from the commission and that seat will be deemed vacant.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:



Vincent D. Chang
City Clerk



Cindy H. Trang
Deputy City Clerk

Approved By:



Paul L. Talbot
City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. List of Commissions Appointment

ATTACHMENT 1

List of Commissions Appointments

PETER CHAN

		2015-2016 Term	2016-2017 Appointment	Appl. Filed
Seat No. 1	Commission on Aging	Steve Shieh	Steve Shieh	3/8/16
Seat No. 2	Commission on Aging	Alex Tang	Alex Tang	4/4/16
Seat No. 1	Business Improvement District Advisory Committee	Ivan Ho T.S. Emporium	Ivan Ho T.S. Emporium	
Seat No. 1	Community Participation Commission	Victoria Chavez-Calderon	Victoria Chavez-Calderon	4/1/16
Seat No. 2	Community Participation Commission	Tiffany Truong	Tiffany Truong	4/7/16
Seat No. 1	Design Review Board	Allen Wong	John Man	3/1/16
Seat No. 1	Economic Development Advisory Commission	Reginald "Reggie" Shum	Reginald "Reggie" Shum	3/29/16
Seat No. 1	Environmental Commission	Shirley Hwong	Shirley Hwong	3/9/16
Seat No. 1	Planning Commission	Rodrigo T. Garcia	Theresa Garcia Amador	3/23/16
Seat No. 1	Recreation and Parks Commission		Philip Chang	3/17/16
Seat No. 1	Traffic Commission	Arthur Fong	Arthur Fong	3/2/16

MITCHELL ING

		2015-2016 Term	2016-2017 Appointment	Appl. Filed
Seat No. 3	Commission on Aging	Agnes Arakawa		
Seat No. 4	Commission on Aging	Beryl Shieh		3/8/16
Seat No. 2	Business Improvement District Advisory Committee	Guey Lin Jeng (Gene) Martin Florist		
Seat No. 3	Community Participation Commission	Julie Pang-Cortez		
Seat No. 4	Community Participation Commission	Julia Villagran		
Seat No. 2	Design Review Board	Joseph Reichenberger		3/8/16
Seat No. 2	Economic Development Advisory Commission	Dominic A. Lombardo		3/29/16
Seat No. 2	Environmental Commission	Jessica Ramos		3/29/16
Seat No. 2	Planning Commission	Larry Sullivan		3/30/16
Seat No. 2	Recreation and Parks Commission	Paul Duke Lee		3/8/16
Seat No. 2	Traffic Commission	Steve Klein		4/11/16

HANS LIANG

		2015-2016 Term	2016-2017 Appointment	Appl. Filed
Seat No. 5	Commission on Aging	Samuel Song Y. Park	Samuel Song Y. Park	3/29/16
Seat No. 6	Commission on Aging			
Seat No. 3	Business Improvement District Advisory Committee	David Tewasart Lincoln Plaza Hotel	David Tewasart Lincoln Plaza Hotel	
Seat No. 5	Community Participation Commission	Dora Leung		
Seat No. 6	Community Participation Commission	Elizabeth Yang		
Seat No. 3	Design Review Board	Wally Tsui	Elizabeth Yang	3/14/16
Seat No. 3	Economic Development Advisory Commission	Theresa Garcia Amador		
Seat No. 3	Environmental Commission	Karl Wong	Karl Wong	
Seat No. 3	Planning Commission	Ricky Choi	Ricky Choi	3/29/16
Seat No. 3	Recreation and Parks Commission	Bryant Y. Yang	Bryant Y. Yang	4/6/16
Seat No. 3	Traffic Commission	Benkin Jong	Benkin Jong	3/29/16

TERESA REAL SEBASTIAN

		2015-2016 Term	2016-2017 Appointment	Appl. Filed
Seat No. 7	Commission on Aging	Virginia King	Virginia King	4/4/16
Seat No. 8	Commission on Aging	Michael W. Lopez	Michael W. Lopez	3/21/16
Seat No. 4	Business Improvement District Advisory Committee	Johnny Thompson Johnny Thompson Music	Johnny Thompson Johnny Thompson Music	3/2/16
Seat No. 7	Community Participation Commission	Evelyn Moreno	Evelyn Moreno	4/6/16
Seat No. 8	Community Participation Commission	Elizabeth Barajas	Michelle Jolliffe-Gonzalez	3/28/16
Seat No. 4	Design Review Board	Eric Brossy de Dios	Eric Brossy de Dios	4/5/16
Seat No. 4	Economic Development Advisory Commission	Patricia M. Reichenberger	Patricia M. Reichenberger	3/8/16
Seat No. 4	Environmental Commission	Johanna Bonillo	Johanna Bonillo	4/5/16
Seat No. 4	Planning Commission	Margaret Leung	Margaret Leung	3/30/16
Seat No. 4	Recreation and Parks Commission	Randall Avila	Randall Avila	3/8/16
Seat No. 4	Traffic Commission	Ulysses Ramirez	Ulysses Ramirez	4/6/16

STEPHEN LAM

		2015-2016 Term	2016-2017 Appointment	Appl. Filed
Seat No. 9	Commission On Aging	Betty Ping Cheng	Betty Ping Cheng	3/7/16
Seat No. 10	Commission on Aging	Mau, Tak Kuen "Charles"	Mau, Tak Kuen "Charles"	3/10/16
Seat No. 5	Business Improvement District Advisory Committee	Josephine Louie United Pacific Bank	Josephine Louie United Pacific Bank	3/9/16
Seat No. 9	Community Participation Commission	K. C. Lang		
Seat No. 10	Community Participation Commission	Grace Ge (PeiJun)	Grace Ge (PeiJun)	3/8/16
Seat No. 5	Design Review Board	Celeste Morris Nguyen	Celeste Morris Nguyen	4/4/16
Seat No. 5	Economic Development Advisory Commission	Delario M. Robinson	Delario M. Robinson	3/10/16
Seat No. 5	Environmental Commission	Doris Tsai	Doris Tsai	3/2/16
Seat No. 5	Planning Commission	Lincoln Lee		
Seat No. 5	Recreation and Parks Commission	Philip Smith	Philip Smith	3/8/16
Seat No. 5	Traffic Commission	Paul G. Perez	Paul G. Perez	3/8/16