

**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 19, 2017
7:00 PM**

MISSION STATEMENT

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

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

PUBLIC COMMENTS ON AGENDA ITEMS

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

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

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

CALL TO ORDER Mayor

FLAG SALUTE The Monterey Park Police Explorers

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

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

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

ORAL AND WRITTEN COMMUNICATIONS

[1.] PRESENTATION - None.

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

NEW BUSINESS

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

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

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

2-B. 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 meeting of March 15, 2017 and the special meetings of March 14, 2017, March 15, 2017, and March 20, 2017; and
- (2) Take such additional, related, action that may be desirable.

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

[4.] PUBLIC HEARING - None.

[5.] OLD BUSINESS - None.

[6.] NEW BUSINESS

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

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated April 19, 2017 totaling \$1,120,128.44 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 2017

It is recommended that the City Council:

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

6-C. CITY COUNCIL MINUTES

It is recommended that the City Council:

- (1) Approve the minutes from the regular meeting of March 15, 2017 and the special meetings of March 14, 2017, March 15, 2017, and March 20, 2017 ; and
- (2) Take such additional, related, action that may be desirable.

6-D. REQUESTING A DECISION FROM THE CITY COUNCIL ON WHETHER TO APPROVE OR DENY A PROPOSAL BY EQUITABLE VITRINES (A NON-PROFIT ART ORGANIZATION) TO PLACE A STATUE (NAMED EVE) HALFWAY UP THE CASCADES PARK HILL.

It is recommended that the City Council:

- (1) Approve or deny a proposal by the Equitable Vitrines non-profit art organization to place a statue (named Eve) halfway up the Cascades Park hill, which includes providing all maintenance and all potential liability;
- (2) If approved, authorize the City Manager to execute a license agreement, in a form approved by the City Attorney, with Equitable Vitrines; and
- (3) Take such additional, related, action that may be desirable.

6-E. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA APPROVING AND ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEREY PARK THE MONTEREY PARK POLICE OFFICERS ASSOCIATION FIXING THE RATE OF COMPENSATION AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR REPRESENTED EMPLOYEES FOR THE TERM JULY 1, 2016 TO JUNE 30, 2018

It is recommended that the City Council:

- (1) Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA); and
- (2) Authorize the expenditure of \$329,000 for the 2016-2017 fiscal year, and amend the 2016-2017 Budget accordingly; and
- (3) Approved Side Letter #1 for the Monterey Park Firefighters Association 2016 – 2018 Memoranda of Understanding; and
- (4) Take such additional, related, action that may be desirable.

6-F. PROFESSIONAL SERVICES AGREEMENT WITH SPIDR TECH, INC. FOR ENGAGE SOFTWARE

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a software agreement with SPIDR Tech, Inc., in the amount of \$109,780, in a form approved by the City Attorney;
- (2) Authorize the City Manager to approve change orders up to \$10,978 (up to 10% of agreement amount) for this project; and
- (3) Take such additional, related, action that may be desirable.

6-G. PURCHASE OF AN ELECTRONIC CITATION SYSTEM AND TRAFFIC COLLISION DATABASE MANAGEMENT SYSTEM

It is recommended that the City Council:

- (1) Authorize the City Manager to execute a software agreement with Crossroads Software Incorporated, in the amount of \$37,000.00, in a form approved by the City Attorney.
- (2) Authorize the City Manager to execute the purchase agreement with MSA Systems, Inc. for the required pre installed Crossroads' software, handheld computer tablets and printers in the amount of \$53,861.29, in a form approved by the City Attorney.
- (3) Take such additional, related, action that may be desirable.

6-H. AUTHORIZE PURCHASE OF REPLACEMENT STORAGE ATTACHED NETWORK AND SOFTWARE

It is recommended that the City Council:

- (1) Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4) and authorize the City Manager to amend the contract with West Coast Technology in a form approved by the City Attorney, not to exceed \$110,000.
- (2) Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorize the City Manager to execute an agreement with GovConnection Incorporated in a form approved by the City Attorney, not to exceed \$30,000.
- (3) Appropriate \$140,000 from General Fund (0010) Capital Improvement (99067), CAD/RMS Software Server Upgrade.
- (4) Take such additional, related, action that may be desirable.

6-I. AMBULANCE REMOUNT OF RA 62 – AWARD OF BID

It is recommended that the City Council:

- (1) Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Leader Industries for a total amount of \$95,942.80. Funds in the amount of \$95,000 have been budgeted in Fiscal Year 2016-2017 Account Number 0060-801-4211-54130 and the overage of \$942.80 to be expended from Account Number 0060-801-3210-38400.
- (2) Take such additional, related, action that may be desirable.

6-J. AWARD OF CONTRACT – FIREFIGHTER UNIFORM PURCHASES

It is recommended that the City Council:

- (1) Based on MPMC § 3.20.040, award an agreement to Galls for the purchase of firefighter uniforms from Account Nos. 0010-801-3210-22310 and 0010-801-3210-22320;
- (2) Authorize the City Manager to execute a multi-year agreement for Fiscal Year 2017-2018, 2018-2019, and 2019-2020, in a form approved by the City Attorney; and
- (3) Take such additional, related, action that may be desirable.

6-K. REQUEST TO ADVERTISE THE FIRE STATION PARKING LOT NO. 61 PARKING LOT RECONSTRUCTION PROJECT

It is recommended that the City Council:

- (1) Adopt the Resolution authorizing staff to advertise the Fire Station No. 61 Parking Lot Reconstruction Project; and
- (2) Take such additional, related, action that may be desirable.

CEQA:

Pursuant to the California Environmental Quality Act (CEQA) guidelines, the project is Categorically Exempt under § 15301, Class 1 (Existing Facilities), in that the proposed Project results in minor alterations to existing public facilities involving no significant expansion of the existing use.

6-L. ESTABLISHMENT OF AN APPEALS BOARD

It is recommended that the City Council consider:

- (1) Adopting the attached Resolution establishing an Appeals Board, and
- (2) Take such additional, related, action that may be desirable.

6-M. APPOINTMENT OF COMMISSION, BOARD AND COMMITTEE MEMBERS FOR A ONE-YEAR TERM BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018

It is recommended that the City Council consider:

- (1) Appointing the following Commission/Board/Committee members as listed in Attachment 1 and/or make the appointments for a one-year term beginning May 1, 2017 and ending April 30, 2018; and
- (2) Take such additional, related, action that may be desirable.

6-N. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING WEDNESDAY, APRIL 26, 2017 TO BE “DENIM DAY MONTEREY PARK”

It is recommended that the City Council consider:

- (1) Adopting Resolution no. _____ declaring Wednesday, April 26, 2017 as “Denim Day Monterey Park”; and
- 2) Take such additional, related, action that may be desirable.

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

7-A. UPDATE ON THE DROUGHT AND WATER CONSERVATION (REQUESTED BY MAYOR REAL SEBASTIAN)

7-B. REWARD FOR INFORMATION LEADING TO THE ARREST OF JIN YUAN YANG WHO WAS INVOLVED WITH THE DEATH OF ABEL CASTELLANOS (REQUESTED BY MAYOR REAL SEBASTIAN)

7-C. DISCUSSION ON AIRPLANE SYMBOLIC ORDINANCE (REQUESTED BY MAYOR REAL SEBASTIAN)

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

ADJOURN

ORAL AND WRITTEN COMMUNICATIONS



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Annie Yaung, CPFO, Controller
SUBJECT: Successor Agency Monthly Investment Report – March 2017

RECOMMENDATION: It is recommended that the City Council:

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

EXECUTIVE SUMMARY:

As of March 31, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	90,752.88
• Successor Agency (SA) RORF	<u>196,190.00</u>
Total	<u>\$ 286,942.88</u>

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



Ron Bow
Interim City Manager



City Council Staff Report

DATE: April 19, 2017

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

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 meeting of March 15, 2017 and the special meeting of March 14, 2017, March 15, 2017, and March 20, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

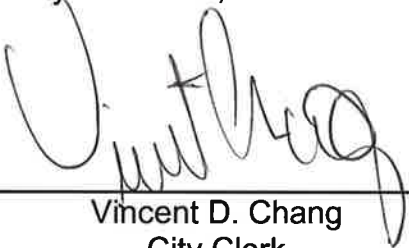
BACKGROUND:

None.

FISCAL IMPACT:

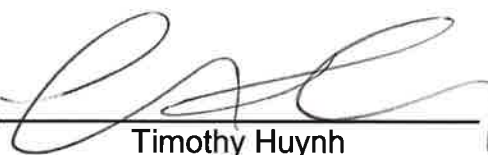
None.

Respectfully submitted,



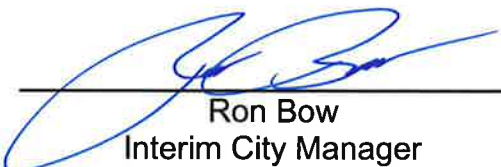
Vincent D. Chang
City Clerk

Prepared by:



Timothy Huynh
Minutes Clerk

Approved By:



Ron Bow
Interim City Manager

Attachments: March 14, 2017 special meeting minutes
March 15, 2017 regular meeting minutes
March 15, 2017 special meeting minutes
March 20, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 14, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, March 14, 2017 at 7:00 p.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:05 p.m.

FLAG SALUTE:

The Monterey Park Girl Scout Troop 734 and 5631 led the flag salute.

NATIONAL ANTHEM:

Led by Alicia Galvan Ballinger.

INVOCATION:

Led by Pastor Johnny Cabrera.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None.

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Clerk Vincent Chang, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Community & Economic Development Michael Huntley, Fire Division Chief Matthew Hallock, Police Captain Steve Coday, Deputy City Clerk Cindy Trang

1. PRESENTATION

1A. OUTGOING MAYOR MITCHELL ING ADDRESS

Outgoing Mayor Mitchell Ing gave his outgoing address.

NEW BUSINESS

2. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and Mayor Pro Tem in accordance with Resolution No. 11507.

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

Action Taken: The City Council appointed Teresa Real Sebastian as Mayor and Stephen Lam as Mayor Pro Tem in accordance with City Council policy established by Resolution No. 11507.

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

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

Resolution No. 11507, entitled:

A RESOLUTION AMENDING RESOLUTION NOS. 8584 AND 9921 IN THEIR ENTIRETY TO ESTABLISH THE MEANS OF MAYORAL ROTATION

INTRODUCTIONS:

Vincent Chang, City Clerk, recognized special guests in attendance, including elected officials and current and former leaders of the community. He then introduced the Mistress of Ceremonies, Adela Munoz.

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM STEPHEN LAM

The Oath of Office for Incoming Mayor Pro Tem Stephen Lam was implemented by The Honorable Mike Eng.

PRESENTATION OF NAME BADGE AND BUSINESS CARDS

Mayor Pro Tem Lam's Wife, Jenny Lam, presented Mayor Pro Tem Lam with his name badge and Mayor Pro Tem Lam's Son, Water Lam, presented Mayor Pro Tem Lam with his business cards.

MAYORAL INSTALLATION CEREMONY OF TERESA REAL SEBASTIAN

The Oath of Office for Incoming Mayor Real Sebastian was implemented by: Alicia Galvan Ballinger, Pamela Hamanaka, Virginia King, Tammy Louie, Evelyn L. Moreno, Adela Munoz, Julie Pang-Cortez, Nanette S. Thompson, and Wendi Horwitz.

PRESENTATION OF GAVEL, NAME BADGE, AND BUSINESS CARDS

Tammy Louie presented Mayor Real Sebastian with her gavel. Evelyn L. Moreno presented Mayor Real Sebastian with her badge. Nanette S. Thompson presented Mayor Real Sebastian with her business cards.

MAYOR'S ADDRESS

Mayor Real Sebastian gave her incoming Mayor address.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:06 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 15, 2017**

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 15, 2017 at 5:30 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 5:35 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Mitchell Ing arrived at 5:56 p.m., Stephen Lam, Hans Liang arrived at 5:50 p.m., Teresa Real Sebastian

Council Members Absent: None

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody, Controller Annie Young

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:35 p.m.

1. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION -GOVERNMENT CODE § 54956.9 (d)(1) Number of Cases: 1

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

2. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

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

Employee Organizations: Bargaining Units Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

Controller Young was only present for this item.

3. PUBLIC EMPLOYEE APPOINTMENT / PUBLIC EMPLOYMENT – GOVERNMENT CODE § 54957

Title: City Manager

Interim City Manager Bow and Human Resources and Risk Manager Cody were not present for this item.

4. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

Agency Representative: City Attorney's Office

Unrepresented Employee: City Manager Candidate

Interim City Manager Bow and Human Resources and Risk Manager Cody were not present for this item.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 7:05 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 15, 2017**

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 15, 2017 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 Real Sebastian called the meeting to order at 7:08 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Director of Management Services, Chu Thai, Controller Annie Yaung, Interim Public Works Director Tito Haes, Assistant City Engineer Rey Alfonso, Police Captain Kelly Gordon, Support Services Manager Timothy Shay, Recreation Superintendent Robert Aguirre

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Paul Perez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Sarkis Antonian, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association and the recent substation

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

- Lee Norris, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Nancy Arcuri, a resident of Monterey Park, spoke regarding measure LL and spoke regarding the recent contract negotiations between the city and the Monterey Park Police Officers' Association.
- Izzy Flores, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Robin Lopez, representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Jacob Jimenez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lisa Marko, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lannie Cheung, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Hector Vasquez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Allan Paul Shatkin, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Cristian Cret, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Charlene Morales Avila, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Randall Avila, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Dominic A. Lombardo, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Vanessa Delgado, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.

- Denise Ferrari, a representative of Monterey Park Police Officers' Association, read a letter from JoAnn Frescas regarding the recent contract negotiations with the City of Monterey Park.
- Mark Skok, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Delario Robinson, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Raymond Mauna, a resident of Monterey Park, spoke regarding the recent contract negotiations between the Monterey Park Police Officers' Association and the City of Monterey Park.
- Randy Esparza, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Raymond Cota, a resident of Monterey Park, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Jaime Rodriguez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Fred Sornoso, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

1. PRESENTATIONS

None.

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

NEW BUSINESS

2A. SUCCESOR AGENCY MONTHLY INVESTMENT REPORT – FEBRUARY 2017

As of February 28, 2017 invested funds for the Successor Agency of the City of Monterey Park is as follows:

• Successor Agency (SA) Checking	101,713.25
• Successor Agency (SA) RORF	<u>196,190.00</u>
Total	<u>\$ 297,903.25</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: Moved by Council Member Chan and seconded by Council Member Liang, motion carried by the following vote:

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

2B. SUCCESSOR AGENCY (SA) MINUTES

Approve the minutes from the regular meeting of February 15, 2017 and the special meeting of February 15, 2017.

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 meeting of February 15, 2017 and the special meeting of February 15, 2017. Council Member Ing abstained from the February 1, 2017 regular and special minutes due to his absence.

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

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

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

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 20, 2017**

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, Monday, March 20, 2017 at 12:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 12:00 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

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

Council Members Absent: None

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 12:00 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

Employee Organizations: Bargaining Units Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present. The meeting was adjourned at 1:14 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: April 19, 2017

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 19, 2017

RECOMMENDATION:

It is recommended that the City Council:

- (1) Approve payment of warrants and adopt a Resolution allowing certain claims and demands per Warrant Register dated **April 19, 2017 totaling \$1,120,128.44** 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 **313657-313898** and e-Payables numbered **000591-000612**.

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 **\$1,120,128.44.**

Respectfully submitted:



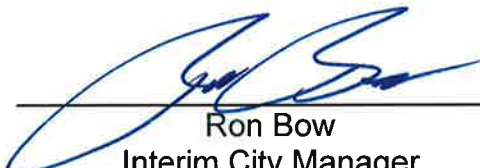
Chu Thai
Director of Management Services

Prepared by:



Annie Yaung, CPFO
Controller

Approved By:



Ron Bow
Interim City Manager

Attachments 1: Resolution

Attachments 2: Warrant Register

ATTACHMENT 1

Resolution

RESOLUTION NO.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS
PER WARRANT REGISTER DATED
19TH DAY OF APRIL 2017
TOTALING \$1,120,128.44 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	\$ 363,387.82
State Gas Tax Fund	5,370.01
Sewer Fund	16,319.41
Refuse Fund	22,873.74
City Shop Fund	15,162.09
Technology Internal Service Fund	224,165.42
Payroll Clearing Account	1,282.84
Public Safety Impact Fee	12,553.74
Special Deposits Fund	30,615.79
Business Improvement Area #1	10,239.82
Workers Comp. Fund	6,047.00
Water Fund	46,008.39
Water Treatment Fund	240,822.48
OPA Proposition A	9,366.57
Measure R Fund	12,102.60
Library Tax Fund	853.33
POST	2,019.93
Home Housing Program	65.00
Recreation Fund	5,923.00
Asset Forfeiture	20,223.66
Air Quality Improvement Fund	5,931.00
Prop C	62,453.46
CDBG Fund	2,500.00
Maintenance District 93-1	421.48
Used Oil Recycling Block Grant	332.50
Bulletproof Vest police Grant	625.31
OTS Selective Traffic Grant (3)	2,085.00
Maintenance Grant (075)	225.00
ELAC Instructional Serv Prog	152.05
 TOTAL	 <u>\$ 1,120,128.44</u>

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

Teresa Real Sebastian, 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 19th day of April 2017 by the following vote of the Council:

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

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

ATTACHMENT 2

Warrant Register

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
ROBERTO A AGUIRRE	0075-450-0075-08615	1,174.40	REIMBURSEMENT- SUPPLIES		313657	1,174.40
	0075-450-0075-08615	833.64	REIMBURSEMENT SUPPLIES (TRUST)		313685	
	0075-450-0075-08615	319.99	REIMBURSEMENT SUPPLIES (TRUST)		313685	1,153.63
CHRISTINA AIU-QUEZADA	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		313686	125.00
ALERT-ALL CORP.	0010-801-3230-39700	1,903.13	EDUCATIONAL SUPPLIES-FIRE		313658	1,903.13
APPLEONE EMPLOYMENT SERVICES	0010-801-1704-31950	932.72	TEMPORARY STAFFING SERVICES		313659	932.72
	0010-801-1704-31950	456.21	TEMPORARY STAFFING SERVICES		313673	456.21
	0010-801-1704-31950	902.54	TEMPORARY STAFFING SERVICES		313687	902.54
AT & T	0010-801-3112-32050	541.40	PHONE SERVICE		313688	
	0022-801-4206-32050	628.42	PHONE SERVICE		313688	
	0092-801-4222-32050	117.08	PHONE SERVICE		313688	1,286.90
	0010-801-3113-32050	40.28	PHONE SERVICE		313660	40.28
	0010-801-3201-32050	46.92	PHONE SERVICE		313689	46.92
ATLAS SERVICES SOLUTION CORP.	0010-801-1407-38250	8,632.00	JANITORIAL SERVICES	17-0295	313661	
	0010-801-1407-38250	8,632.00	JANITORIAL SERVICES	17-0295	313661	17,264.00
KATALINA BELTRAN	0159-801-6507-31920	2,970.75	INSTRUCTOR-RECREATION CLASS		313662	2,970.75

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JUSTIN BIRRELL	0010-801-3220-39400	254.92	FIRE TRAINING		313663	254.92
BRIGHT LIGHT M, INC	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313690	100.00
CALIFORNIA ASSOCIATION OF	0065-464	564.00	LTD FIREFIGHTERS		313691	564.00
CALIFORNIA MULTI-AGENCY SUPPORT SEF	0010-801-3120-39700	75.00	REGISTRATION-TRAINING		313674	75.00
	0010-801-3120-39700	75.00	POLICE TRAINING		313684	75.00
PHYLLIS CHANG	0075-450-0075-09010	400.00	CHERRY BLOSSOM PERFORMER-TRUST		313692	400.00
CHARTER COMMUNICATIONS	0010-801-1404-32050	33.97	INTERNET/CABLE SERVICE		313664	284.48
	0010-801-3112-32050	65.11	INTERNET/CABLE SERVICE		313664	
	0043-801-1404-32050	25.03	INTERNET/CABLE SERVICE		313664	
	0092-801-1404-32050	30.39	INTERNET/CABLE SERVICE		313664	
	0092-801-4210-32050	129.98	INTERNET/CABLE SERVICE		313664	
	0010-801-4210-38400	89.98	INTERNET/CABLE SERVICE		313693	694.75
	0010-801-3201-32050	604.77	INTERNET/CABLE SERVICE		313693	
COUNTY OF LOS ANGELES	0010-801-3220-41100	87.00	FIRE PARAMEDIC RECERTIFICATION		313675	87.00
CRANE PRODUCTIONS (DBA)	0075-450-0075-09010	700.00	CHERRY BLOSSOM PERFORMER-TRUST		313694	700.00
VANESSA DELGADO	0136-801-3101-33250	180.00	POST TRAINING		313695	180.00
DIRECTV, LLC	0010-801-3230-32050	131.24	EOC SERVICES		313696	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						131.24
DUKE SERVICE COMPANY	0010-801-6505-38400	39.89	LANGLEY SUPPLIES		313697	39.89
GABRIEL ESCARSEGA	0136-801-3101-33250	912.85	POST TRAINING		313698	912.85
WILLIAM ESTRADA	0010-801-3111-22750	150.00	POLICE TRAINING		313699	150.00
GONZALO GABRIEL	0010-801-3104-38400	300.00	POST TRAINING		313665	300.00
	0136-801-3101-33250	704.35	POST TRAINING		313700	704.35
GRAFFITI TRACKER INC	0010-801-4202-23950	1,417.00-	LOST CHECK		311926	1,417.00-
	0010-801-4202-23950	1,417.00	GRAFFITI TRACKING SERVICES		313676	1,417.00
MARY GUMS	0092-701-0092-07510	704.89	REFUND WATER FEE		313701	704.89
BENANCIO HERRERA JR.	0010-801-6502-31950	228.80	REIMBURSE-CPRS EXPO		313666	
	0010-801-6502-31950	103.65	REIMBURSE-CPRS EXPO		313666	
	0010-801-6502-31950	39.62	REIMBURSE-CPRS EXPO		313666	372.07
INDEPENDENT CITIES ASSOCIATION	0010-801-1110-39300	2,731.00	ICA MEMBERSHIP		313702	2,731.00
SHIN ITO	0075-450-0075-09010	175.00	CHERRY BLOSSOM PERFORMER-TRUST		313703	175.00
JAMES S. GRAVES (DBA) SOUTHLAND AIR	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313704	100.00
JEANINE CARR (DBA) TIPPI TOES WEST	0159-801-6507-31930	593.25	INSTRUCTOR-RECREATION CLASS		313705	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						593.25
JRW GROUP ENTERTAINMENT	0075-450-0075-08550	800.00	LANGLEY RECREATION TRIP(TRUST)		313706	800.00
JUDITH NOBUKO KAMINISHI (DBA) YUUKU	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313707	100.00
RODNEY KAGEYAMA	0075-450-0075-09010	225.00	CHERRY BLOSSOM PERFORMER-TRUST		313708	225.00
STEVE KIENG	0010-801-6508-31990	200.00	PLAY DAYS POSTER		313667	
	0010-801-6508-31990	200.00	CINCO DE MAYO POSTER		313667	400.00
LAW OFFICES OF DEREK S. YEE	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313709	100.00
BETTY LU	0010-801-6502-32200	800.00	CASCADES POSTAGE		313677	800.00
MARK KEPPEL H.S. AZTEC BAND	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		313710	125.00
MONTEREY PARK PETTY CASH	0075-450-0075-08420	69.51	PETTY CASH-SUPPLIES		313678	
	0010-801-3120-22750	2.18	PETTY CASH-SUPPLIES		313678	
	0010-801-3120-39700	73.88	PETTY CASH-SUPPLIES		313678	
	0010-801-3210-22750	49.10	PETTY CASH-SUPPLIES		313678	
	0010-801-6508-31990	11.20	PETTY CASH-SUPPLIES		313678	
	0010-801-4212-22700	30.85	PETTY CASH-SUPPLIES		313678	
	0010-801-1403-39400	25.68	PETTY CASH-MILEAGE		313678	
	0010-801-1403-39300	75.00	PETTY CASH-MEMBERSHIP		313678	
	0092-801-4223-23700	20.09	PETTY CASH-REFRESHMENTS		313678	
	0010-801-3210-22750	45.26	PETTY CASH-SUPPLIES		313678	
	0092-801-4222-23700	48.90	PETTY CASH-SUPPLIES		313678	
	0010-801-3210-31900	39.85	PETTY CASH-REFRESHMENTS		313678	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
MONTEREY PARK PETTY CASH	0010-801-3205-32200	18.00	PETTY CASH-POSTAGE		313678	509.50
CAROLYN K MORINISHI	0075-450-0075-09010	200.00	CHERRY BLOSSOM PERFORMER-TRUST		313711	200.00
MT. SAN ANTONIO COLLEGE	0010-801-3220-39400	660.00	FIRE TRAINING SUPPLIES		313679	660.00
MUSIC GEM	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		313680	950.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		313680	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		313680	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		313680	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)		313680	
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313712	190.00
	0075-450-0075-08550	190.00	LANGLEY DANCE BAND (TRUST)	17-0196	313713	190.00
NADA BUS, INC	0109-801-4201-31950	885.00	RECREATION CHARTER SERVICES		313668	5,566.50
	0075-450-0075-08550	4,681.50	TRIPS & TOURS		313668	
WAYNE KUNIO NAGAO	0075-450-0075-09010	700.00	CHERRY BLOSSOM PERFORMER-TRUST		313714	700.00
ERICA NAGASHIMA	0075-450-0075-09010	250.00	CHERRY BLOSSOM PERFORMER-TRUST		313715	250.00
OHANA POLYNESIAN DANCERS (DBA)	0075-450-0075-09010	125.00	CHERRY BLOSSOM PERFORMER-TRUST		313716	125.00
PACIFIC TELEMAGEMENT SERVICES	0010-801-6502-32050	153.00	PHONE SERVICE		313717	153.00
PATHOMRAT NEIL KUNAWONGSE	0010-801-6508-31990	125.00	CINCO DE MAYO POSTERS		313669	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						125.00
PHILIP REYES (DBA) SOUVENIR ENTERTZ	0075-450-0075-09010	1,300.00	CHERRY BLOSSOM PERFORMER-TRUST		313718	1,300.00
THE PHONE GUY	0010-801-3115-38400	1,754.58	VOICE/DATA CABLING		313719	1,754.58
PITNEY BOWES POSTAGE BY PHONE	0010-801-1301-32200	3.22	POSTAGE		313720	
	0010-801-1403-32200	68.67	POSTAGE		313720	
	0010-801-1406-32200	177.85	POSTAGE		313720	
	0010-801-1701-32200	14.68	POSTAGE		313720	
	0010-801-1702-32200	51.91	POSTAGE		313720	
	0010-801-1801-32200	10.70	POSTAGE		313720	
	0010-801-1802-32200	0.92	POSTAGE		313720	
	0010-801-3101-32200	2.30	POSTAGE		313720	
	0010-801-3102-32200	34.76	POSTAGE		313720	
	0010-801-3104-32200	11.76	POSTAGE		313720	
	0010-801-3113-32200	3.76	POSTAGE		313720	
	0010-801-3114-32200	90.65	POSTAGE		313720	
	0010-801-3205-32200	102.82	POSTAGE		313720	
	0010-801-3210-32200	0.46	POSTAGE		313720	
	0010-801-6001-32200	26.42	POSTAGE		313720	
	0010-801-6502-32200	40.06	POSTAGE		313720	
	0043-801-4212-32200	16.08	POSTAGE		313720	
	0060-801-4211-32200	41.86	POSTAGE		313720	
	0075-450-0075-09230	133.00	POSTAGE (TRUST)		313720	
	0092-801-4220-32200	8.55	POSTAGE		313720	
	0092-801-4221-32200	19.60	POSTAGE		313720	
	0092-801-4223-32200	37.80	POSTAGE		313720	897.83
PRECISION SURVEY SUPPLY LLC	0338-801-3102-33100	2,085.00	POLICE TRAINING		313721	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						2,085.00
RAQUEL RICHARDS	0010-801-1801-32200	22.95	PETTY CASH		313670	
	0010-801-1802-33100	10.69	PETTY CASH-MILEAGE		313670	
	0010-801-1801-39550	43.06	PETTY CASH-ORAL BOARD		313670	
	0010-801-1801-39550	22.73	PETTY CASH-ORAL BOARD		313670	
	0010-801-1802-33100	14.25	PETTY CASH-MILEAGE		313670	
	0010-801-1802-33100	7.13	PETTY CASH-MILEAGE		313670	
	0010-801-1801-39550	33.63	PETTY CASH-ORAL BOARD		313670	
	0010-801-1801-39550	27.85	PETTY CASH-ORAL BOARD		313670	
	0010-801-1802-39400	90.57	PETTY CASH-ORAL BOARD		313670	
	0010-801-1801-39550	13.99	PETTY CASH-SUPPLIES		313670	
	0010-801-1802-39400	105.96	PETTY CASH-SUPPLIES		313670	
						392.81
RODOLFO MORENO (DBA) ARLO ENTERTAIN	0075-450-0075-08610	500.00	PLAY DAYS PERFORMER-TRUST		313722	
						500.00
RYUKYU-KOKU MATSURI DAIKO	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313723	
						100.00
DANNY SALAZAR	0136-801-3101-33250	36.00	POST TRAINING		313724	
						36.00
SOUTH COAST AIR QUALITY	0093-801-4227-41100	130.57	AQMD FEES		313725	
	0093-801-4227-41100	2,896.80	AQMD FEES		313725	
						3,027.37
SPRINT CORPORATION	0010-801-3115-38400	1,383.45	MOBILE DATA SERVICE	17-0126	313726	
						1,383.45
SUCCESS PRINTING & SIGN INC.	0010-801-6509-31880	2,557.00	CASCADES PRINTING	17-0307	313727	
						2,557.00
TAIKO PROJECT	0075-450-0075-09010	175.00	CHERRY BLOSSOM PERFORMER-TRUST		313728	
						175.00

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KOSHIN TAIKO	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313729	100.00
DAVID TORRES	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313730	100.00
TRU DESIGNZ & PRINTING	0075-450-0075-09010	408.75	CHERRY BLOSSOM POSTER-TRUST		313671	408.75
LAURINDA SU TRUONG	0159-801-6507-31930	200.90-	LOST CHECK		312938	200.90-
	0159-801-6507-31930	200.90	INSTRUCTOR-RECREATION CLASS		313681	200.90
KEIJI UESUGI	0075-450-0075-09010	100.00	CHERRY BLOSSOM PERFORMER-TRUST		313731	100.00
UNITED STATES POSTAL SERVICE	0043-801-6509-31880	3,800.00	CASCADES POSTAGE	17-0269	313732	7,600.00
	0043-801-6509-31880	3,800.00	CASCADES POSTAGE	17-0269	313732	
UNITED WATER WORKS, INC	0092-801-4223-23300	3,960.14	WATER SUPPLIES	17-0427	313682	3,960.14
UNIVERSITY OF SOUTHERN CALIFORNIA	0092-801-4220-39300	1,250.00	REGISTRATION-TRAINING		313683	1,250.00
VERIZON WIRELESS	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1701-32050	0.68	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1703-32050	10.70	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	0.68	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	2.76	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	5.03	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	38.01	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	38.01	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1702-32050	38.01	WIRELESS VOICE & DATA SERVICE		313672	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
VERIZON WIRELESS	0022-801-4206-32050	7.56	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-4209-32050	17.43	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-4212-32050	14.05	WIRELESS VOICE & DATA SERVICE		313672	
	0092-801-4221-32050	15.17	WIRELESS VOICE & DATA SERVICE		313672	
	0092-801-4222-32050	0.44	WIRELESS VOICE & DATA SERVICE		313672	
	0092-801-4223-32050	21.12	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-6502-32050	0.22	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-6517-32050	7.25	WIRELESS VOICE & DATA SERVICE		313672	
	0010-801-1201-38400	38.01	WIRELESS VOICE & DATA SERVICE		313672	
						293.14
	0010-801-3205-32050	34.89	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-3210-32050	190.21	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-3220-32050	130.34	WIRELESS VOICE & DATA SERVICE		313733	
	0092-801-4222-32050	152.07	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-3115-38400	38.01	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-1408-32050	0.22	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-1701-32050	38.01	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-1702-32050	14.03	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-1703-32050	38.01	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-3112-32050	131.04	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-4209-32050	48.41	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-4212-32050	730.85	WIRELESS VOICE & DATA SERVICE		313733	
	0010-801-6517-32050	342.18	WIRELESS VOICE & DATA SERVICE		313733	
	0092-801-4220-32050	0.22	WIRELESS VOICE & DATA SERVICE		313733	
	0092-801-4221-32050	43.47	WIRELESS VOICE & DATA SERVICE		313733	
	0092-801-4222-32050	0.22	WIRELESS VOICE & DATA SERVICE		313733	
						1,932.18

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PREPAID WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOTAL FOR PREPAID WARRANTS						80,708.42
PRINTED		80,708.42				
E-PAYABLE		0.00				

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
A & J PORTABLE RESTROOM INC	0092-801-6508-39860	800.00	FARMERS MARKET RESTROOM		313734	800.00
ADLERHORST INTERNATIONAL INC.	0160-801-3103-22800	175.00	POLICE TRAINING	17-0083	591 *	175.00
ADMINSURE INC.	0080-801-8301-20000	6,047.00	WORKERS COMP CLAIM ADMIN		313735	6,047.00
ADVANCE PEST TERMITE CONTROL	0010-801-3210-22750	47.00	PEST CONTROL		313736	
	0010-801-3210-22750	35.00	PEST CONTROL		313736	
	0010-801-3210-22750	42.00	PEST CONTROL		313736	
	0010-801-6502-38400	46.00	PEST CONTROL		313736	
						170.00
ADVANCED BATTERY SYSTEMS, INC.	0060-801-4211-23500	452.16	FLEET PARTS-UNIT 073/046	17-0040	592 *	452.16
AFFILIATED SYSTEMS, INC.	0010-801-1801-31900	80.00	PRE-EMPLOYMENT/DMV/DOT PHYS		313737	80.00
AIRGAS	0092-801-4223-23300	368.18	STREET SUPPLIES	17-0134	593 *	
	0092-801-4223-23300	64.47-	STREET SUPPLIES-CREDIT	17-0134	593 *	
						303.71
ALL AMERICAN BOOT MFG., INC	0010-801-3102-22300	411.08	POLICE UNIFORM-D ELLIOTT		313738	411.08
ALL STAR GLASS, INC	0060-801-4211-38400	425.34	FLEET REPAIR-UNIT 094	17-0037	313739	425.34
ALLSTAR FIRE EQUIPMENT INC.	0010-801-3210-22320	1,138.73	FIRE SUPPLIES		313740	
	0010-801-3210-22320	402.23	FIRE SUPPLIES		313740	
	0010-801-3210-22300	1,344.55	FIRE SUPPLIES	17-0335	313740	
	0010-801-3210-22300	61.14	FIRE SUPPLIES	17-0335	313740	
						2,946.65
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-22750	89.97	FIRE/SECURITY ALARM MONITORING		313741	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
AMERICAN DYNAMIC SERVICES, INC.	0010-801-3230-22750	105.00	FIRE/SECURITY ALARM MONITORING		313741	194.97
AMERICAN TRAFFIC PRODUCTS, INC.	0022-801-4206-23100	1,666.55	STREETS SUPPLIES	17-0213	313742	1,666.55
AMTECH ELEVATOR SERVICES	0092-801-4210-38400	501.65	ELEVATOR MAINTENANCE		313743	501.65
ANELLE MANAGEMENT SERVICES, INC. DE	0060-801-4211-38400	75.00	FLEET REPAIR-UNIT 113		313744	
	0060-801-4211-38400	428.16	FLEET REPAIR-UNIT 906		313744	503.16
ARAMARK UNIFORM & CAREER APPAREL, I	0010-801-3210-39050	6.89	FIRE UNIFORM SERVICES		313745	
	0010-801-3210-39050	10.97	FIRE UNIFORM SERVICES		313745	17.86
ARC IMAGING RESOURCE - CALIFORNIA	0092-801-4212-37500	44.21	ENGINEERING PRINTER	17-0426	313746	44.21
BRENT ARCHIBALD	0010-801-3103-22310	32.04	POLICE UNIFORM		313747	32.04
ASSOCIATED OF LOS ANGELES,	0010-801-4210-22150	16.86	BLDG MAINT SUPPLIES	17-0238	313748	
	0010-801-4210-22150	235.82	BLDG MAINT SUPPLIES	17-0238	313748	252.68
AUTOZONE WEST, INC	0060-801-4211-23500	95.13	FLEET PARTS/SUPPLIES-UNIT 242	17-0298	594 *	95.13
B W GRAPHICS	0010-801-3114-39250	320.81	POLICE DHCS FORMS		313749	
	0010-801-1101-39250	369.75	BUSINESS CARDS		313749	690.56
BACKFLOW APPARATUS & VALVE CO	0092-801-4223-23350	2,262.00	WATER PARTS	17-0152	313750	2,262.00
BLACK & WHITE EMERGENCY VEHICLES	0060-801-4211-38410	703.31	FLEET PARTS-UNIT 994	17-0034	595 *	703.31

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CALIFORNIA ASSOC. OF CODE	0010-801-1702-39300	85.00	COMM DEVELOPMENT MEMBERSHIP		313751	
	0010-801-1702-39300	85.00	COMM DEVELOPMENT MEMBERSHIP		313751	170.00
CALIFORNIA WATER SERVICE CO.	0092-801-4222-36300	218.34	WATER SERVICE		313752	
	0092-801-4222-36300	15.57	WATER SERVICE		313752	
	0092-801-4222-36300	72.77	WATER SERVICE		313752	
	0092-801-4222-36300	15.57	WATER SERVICE		313752	322.25
CALOX, INC	0010-801-3220-24200	8.50	FIRE MEDICAL SUPPLIES		313753	
	0010-801-3220-24200	29.75	FIRE MEDICAL SUPPLIES		313753	
	0010-801-3220-24200	21.25	FIRE MEDICAL SUPPLIES		313753	59.50
CANON FINANCIAL SERVICES, INC.	0010-801-3115-38400	302.68	COPIER MACHINE RENTAL	17-0330	313754	
	0010-801-6505-39250	185.30	COPIER MACHINE RENTAL	17-0193	313754	
	0010-801-1201-37500	1,329.14	COPIER MACHINE RENTAL		313754	
	0092-801-4220-37500	725.56	COPIER MACHINE RENTAL		313754	2,542.68
CHAU'S 76 INC.	0060-801-4211-22250	32.27	FLEET FUEL		313755	
	0060-801-4211-22250	59.01	FLEET FUEL		313755	
	0060-801-4211-22250	48.00	FLEET FUEL		313755	
	0060-801-4211-22250	39.52	FLEET FUEL		313755	178.80
CHICAGO TITLE COMPANY	0152-801-2206-38620	65.00	PRELIM TITLE 1955 CERCO ALTA		313756	65.00
THE CHINATOWN SERVICE CENTER	0077-850-1111-31950	9,700.00	COMMUNITY PROGRAM	16-0737	313757	9,700.00
CITATION MANAGEMENT (DBA)	0010-701-0010-03630	4,667.68	PARKING CITATIONS SERVICE		596 *	4,667.68

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	192.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0092-801-4222-31950	108.00	WATER ANALYSIS		597 *	
	0092-801-4222-31950	468.00	WATER ANALYSIS		597 *	
	0092-801-4222-31950	508.00	WATER ANALYSIS		597 *	
	0093-801-4226-31950	30.00	WATER ANALYSIS		597 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4226-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	45.00	WATER ANALYSIS		597 *	
	0093-801-4227-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4229-31950	60.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
CLINICAL LABORATORY OF	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	48.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4229-31950	15.00	WATER ANALYSIS	17-0386	597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4230-31950	15.00	WATER ANALYSIS		597 *	
	0093-801-4231-31950	15.00	WATER ANALYSIS		597 *	
						2,563.00
COBRA FIRE PROTECTION	0010-801-6502-31950	225.75	FIRE SYS/EXTINGUISHERS SERVICE		313758	225.75
COLLICUTT ENERGY SERVICES INC	0010-801-4210-38400	825.12	AIR CONDITIONING SERVICE		313759	
	0010-801-4210-38400	453.46	AIR CONDITIONING SERVICE		313759	
	0010-801-4210-38400	453.46	AIR CONDITIONING SERVICE		313759	
	0010-801-4210-38400	563.16	AIR CONDITIONING SERVICE		313759	
						2,295.20
COLORAMA WHOLESALE NURSERY (DBA)	0077-801-1111-31950	109.36	LANDSCAPING SUPPLIES	17-0098	313760	109.36
COMMERCIAL AQUATIC SERVICES, INC	0010-801-5004-91738	8,179.32	POOL LANE LIGHTS	17-0405	313761	8,179.32
COMMUNICATIONS CENTER (DBA)	0010-801-3102-38400	300.00	POLICE EQUIPMENT CERTIFICATION		313762	

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						300.00
COMPRESSED AIR SPECIALITIES	0010-801-3210-38400	1,234.99	FIRE-AIR COMPRESSOR REPAIR		313763	1,234.99
COUNTY OF LOS ANGELES	0010-801-3111-31950	995.91	ANIMAL CONTROL SERVICE	17-0120	313764	995.91
CPS HUMAN RESOURCE SERVICES (DBA)	0010-801-1801-31950	7,692.60	RECRUITMENT SERVICES	17-0437	313765	7,692.60
CSMFO	0010-801-1403-39400	75.00	CSMFO SEMINAR		313766	75.00
DAMEWOOD CONSULTING GROUP	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		313767	1,000.00
	0010-801-1802-39400	500.00	EMPLOYEE SAFETY TRAINING		313767	
DAPEER ROSENBLIT & LITVAK	0010-801-1702-31600	2,271.68	LEGAL FEES-COMM DEVELOPMENT	17-0043	313768	2,271.68
DELL MARKETING LP	0010-801-5004-88550	51.38	COMPUTER/SUPPLIES		313769	51.38
DEPARTMENT OF JUSTICE	0010-801-1801-39550	96.00	FINGERPRINT PROCESSING		313770	160.00
	0075-450-0075-08270	32.00	FINGERPRINT PROCESSING (TRUST)		313770	
	0010-701-0010-03710	32.00	FINGERPRINT PROCESSING		313770	
DEPT OF SOCIAL SERVICES	0010-801-6506-22750	484.00	DAY CARE LICENSING FEE		313771	484.00
DIVERSIFIED ALARM SERVICE	0010-801-6502-38400	270.00	MONITORING SERVICES		598 *	495.00
	0344-701-0344-05400	225.00	MONITORING SERVICES		598 *	
DOOLEY ENTERPRISES, INC.	0010-801-3103-22750	1,179.86	POLICE AMMUNITION	17-0074	599 *	1,179.86
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	170.29	PAINT SUPPLIES	17-0206	313772	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
DUNN-EDWARDS CORPORATION	0010-801-4210-23100	141.61	PAINT SUPPLIES	17-0206	313772	311.90
ECONOMY RENTALS INC.	0010-801-4210-23700	316.52	EQUIPMENT RENTAL		313773	316.52
ELLIS EQUIPMENT INC.	0110-801-4202-23600	2,000.00	STORM PREPARATION BARRICADES		313774	2,000.00
EMERGENCY RESPONSE CRIME SCENE CLEANING	0010-801-3103-38400	650.00	BIOLOGICAL CLEANING		313775	650.00
EMPIRE CLEANING SUPPLY	0010-801-6505-38250	855.43	JANITORIAL SUPPLIES		600 *	1,590.11
	0010-801-6505-38250	734.68	JANITORIAL SUPPLIES		600 *	
EUROFINS EATON ANALYTICAL, INC.	0093-801-4230-31950	4,105.00	WATER ANALYSIS	17-0358	313776	22,585.00
	0093-801-4231-31950	825.00	WATER ANALYSIS		313776	
	0093-801-4226-31950	3,275.00	WATER ANALYSIS	17-0358	313776	
	0093-801-4229-31950	2,585.00	WATER ANALYSIS	17-0358	313776	
	0093-801-4229-31950	2,300.00	WATER ANALYSIS		313776	
	0093-801-4227-31950	3,185.00	WATER ANALYSIS	17-0358	313776	
	0093-801-4226-31950	2,415.00	WATER ANALYSIS	17-0358	313776	
	0093-801-4231-31950	145.00	WATER ANALYSIS		313776	
	0093-801-4227-31950	1,155.00	WATER ANALYSIS	17-0358	313776	
	0093-801-4230-31950	2,595.00	WATER ANALYSIS	17-0358	313776	
EZEQUIEL LOPEZ VELASCO (DBA) EFFICIENT	0010-801-3113-38250	2,326.88	JAIL JANITORIAL SERVICES	17-0372	313777	2,326.88
FEDEX OFFICE PRINTS & SHIP SERVICES	0022-801-4206-23800	62.64	LAMINATION		313778	62.64
FENSCO SERVICES INC	0092-801-4210-38100	489.00	FENCE REPAIR/INSTALLATION		313779	489.00

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DENISE FERRARI	0136-801-3101-33250	84.01	POST TRAINING		313780	84.01
FIRST TRANSIT INC	0166-801-4201-31960	62,243.81	SPIRIT BUS OPERATION	17-0123	313781	
	0109-701-0109-07680	2,946.43-	SPIRIT BUS FARE		313781	
	0166-801-4201-31960	209.65	SPIRIT BUS GPS	17-0123	313781	59,507.03
FORD OF MONTEBELLO	0060-801-4211-23500	254.52	FLEET PARTS/REPAIR-UNIT 035		313782	254.52
GALL'S, INC.	0349-801-3201-39400	87.94	FIRE SUPPLIES		313783	
	0349-801-3201-39400	64.11	FIRE SUPPLIES		313783	
	0010-801-3210-22310	5.44	FIRE SUPPLIES		313783	157.49
GALLADE CHEMICAL, INC.	0092-801-4222-23300	1,119.04	WATER CHEMICALS	17-0340	601 *	1,119.04
GARFIELD MEDICAL CENTER	0010-801-3113-22600	24.00	PHYSICAL		313784	
	0010-801-3113-22600	24.00	PHYSICAL		313784	
	0010-801-3113-22600	24.00	PHYSICAL		313784	
	0010-801-3113-22600	24.00	PHYSICAL		313784	
	0010-801-3113-22600	24.00	PHYSICAL		313784	120.00
GARVEY EQUIPMENT COMPANY	0071-801-3210-38400	303.74	FIRE SUPPLIES	17-0261	313785	303.74
GENERAL PUMP COMPANY, INC.	0093-801-4226-23300	4,095.00	WELL TESTING	17-0388	313786	
	0093-801-4227-23300	4,160.00	WELL TESTING	17-0388	313786	8,255.00
DAVID GOETZ	0010-801-3210-22750	113.61	REIMBURSE OFFICE SUPPLIES		313787	113.61
GOLDEN STATE WATER COMPANY	0092-801-4222-36300	53.41	WATER SERVICE		313788	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						53.41
GOVCONNECTION INC.	0010-801-1404-22750	536.49	COMPUTER SUPPLIES		313789	
	0010-801-1404-22750	1,590.61	COMPUTER SUPPLIES		313789	
	0010-801-1407-24150	300.00	COMPUTER SUPPLIES		313789	
	0010-801-1407-39350	80.86	COMPUTER SUPPLIES		313789	
	0010-801-1703-39250	455.66	COMPUTER SUPPLIES		313789	
	0010-801-1703-39250	174.10	COMPUTER SUPPLIES		313789	
	0010-801-3120-22750	216.41	COMPUTER SUPPLIES		313789	
						3,354.13
GRAFFITI TRACKER INC	0010-801-4202-23950	12,000.00	GRAFFITI TRACKING SERVICES	17-0235	313790	
						12,000.00
GRAINGER	0110-801-4202-23600	547.55	STREET SUPPLIES	17-0229	313791	
	0010-801-4210-23400	26.31	BLDG MAINT SUPPLIES	17-0246	313791	
	0010-801-4210-23400	171.87	BLDG MAINT SUPPLIES	17-0246	313791	
	0010-801-4210-23400	83.03	BLDG MAINT SUPPLIES	17-0246	313791	
						828.76
GREEN GIANT LANDSCAPE, INC.	0010-801-5004-96087	123,262.50	GARVEY DEMONSTRATION GARDEN	17-0406	313792	
						123,262.50
H & H AUTO PARTS WHOLESALE	0060-801-4211-23500	94.22	FLEET PARTS/SUPPLIES	17-0284	313793	
	0060-801-4211-23500	31.99	FLEET PARTS/SUPPLIES	17-0284	313793	
	0060-801-4211-23500	89.13	FLEET PARTS/SUPPLIES	17-0284	313793	
	0060-801-4211-23500	38.06-	FLEET PARTS/SUPPLIES-CREDIT	17-0284	313793	
						177.28
HANSON AGGREGATES	0110-801-4202-23600	529.43	ASPHALT	17-0237	602 *	
	0110-801-4202-23600	541.98	ASPHALT	17-0237	602 *	
						1,071.41
HAROLD'S KEY SHOP, INC.	0010-801-4210-23050	22.35	KEY/LOCK SERVICES		313794	
	0010-801-4210-23050	53.14	KEY/LOCK SERVICES		313794	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HAROLD'S KEY SHOP, INC.	0010-801-4210-23050	6.00	KEY/LOCK SERVICES		313794	
	0010-801-4210-23050	85.37	KEY/LOCK SERVICES		313794	
	0010-801-6517-38100	58.18	KEY/LOCK SERVICES		313794	
	0010-801-6505-38250	660.38	KEY/LOCK SERVICES		313794	
	0010-801-3103-24100	24.01	KEY/LOCK SERVICES		313794	909.43
HARRINGTON INDUSTRIAL PLASTICS	0093-801-4230-23300	7,875.89	WATER SUPPLIES	17-0304	603 *	7,875.89
HEALTH ADVOCATE, INC	0010-801-1801-31950	1,698.00	EE ASSISTANCE PROGRAM		313795	1,698.00
HEALTHFIRST MEDICAL GROUP	0010-801-1801-31900	3,230.00	PRE-EMPLOYMENT PHYSICALS		313796	3,230.00
HOLLIDAY ROCK CO INC	0110-801-4202-23600	1,417.05	STREET-REPAIR SUPPLIES		313797	
	0110-801-4202-23600	866.89	STREET-REPAIR SUPPLIES		313797	
	0110-801-4202-23600	1,320.09	STREET-REPAIR SUPPLIES		313797	3,604.03
HOME DEPOT CREDIT SERVICES	0010-801-6517-22400	53.91	HARDWARE SUPPLIES	17-0108	313798	
	0010-801-4210-23700	27.97	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23700	395.50	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23700	185.30	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23700	638.34	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23700	61.89-	HARDWARE SUPPLIES-CREDIT	17-0241	313798	
	0010-801-4210-23050	61.89	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23050	44.46	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-6502-23050	67.96	HARDWARE SUPPLIES	17-0260	313798	
	0010-801-6502-23050	36.45	HARDWARE SUPPLIES	17-0260	313798	
	0092-801-4223-24100	487.20	HARDWARE SUPPLIES	17-0141	313798	
	0092-801-4223-24100	284.34-	HARDWARE SUPPLIES-CREDIT	17-0141	313798	
	0092-801-4223-24100	486.10	HARDWARE SUPPLIES	17-0141	313798	

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
HOME DEPOT CREDIT SERVICES	0092-801-4222-23700	368.20	HARDWARE SUPPLIES	17-0141	313798	
	0010-801-4210-23700	44.78	HARDWARE SUPPLIES	17-0241	313798	
	0010-801-4210-23700	87.10	HARDWARE SUPPLIES	17-0241	313798	
	0110-801-4202-23600	763.16	HARDWARE SUPPLIES	17-0214	313798	3,402.09
HOUSING RIGHTS CENTER	0169-801-2201-41200	2,500.00	FAIR HOUSING	17-0373	313799	2,500.00
INFOSEND, INC.	0092-801-4221-32200	3,969.79	BILLING SERVICES	17-0412	313800	3,969.79
INTERNATIONAL CODE COUNCIL, INC	0010-801-1703-39350	1,052.96	BUILDING CODE BOOK		313801	1,052.96
INTERSTATE ALL BATTERY CTR. OF LOS	0010-801-3103-22750	115.00	POLICE SUPPLIES		313802	115.00
INTERWEST CONSULTING GROUP, INC	0010-701-0010-06100	30,650.00	PLAN CHECK SERVICES	17-0276	313803	30,650.00
INTOXIMETERS	0010-801-3102-38400	138.50	POLICE TESTING DEVICES REPAIR		313804	138.50
SHELLY MARIE ISHIDA	0159-801-6507-31930	468.00	INSTRUCTOR-RECREATION CLASS		313805	468.00
JEANINE CARR (DBA) TIPPI TOES WEST	0159-801-6507-31930	676.50	INSTRUCTOR-RECREATION CLASS		313806	676.50
JENG & LEANG	0010-701-0010-02010	116.67	REFUND BUSINESS LICENSE		313807	116.67
JHM SUPPLY INC	0092-801-5004-91922	50.66	PARKS SUPPLIES		313808	
	0092-801-5004-91922	87.07	PARKS SUPPLIES		313808	
	0092-801-5004-91922	966.70	PARKS SUPPLIES		313808	
	0092-801-5004-91922	103.82	PARKS SUPPLIES		313808	1,208.25

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
JIM'S AUTOMOTIVE SERVICE	0060-801-4211-38400	395.00	FLEET SMOG CHECK-UNIT 960		313809	395.00
GUSTAVO JIMENEZ JR	0136-801-3101-33250	102.72	POST TRAINING		313810	102.72
JOHN L. HUNTER & ASSOC., INC.	0043-801-4203-31950	4,343.75	NPDES SERVICES	17-0321	313811	9,891.25
	0043-801-4203-31950	5,215.00	NPDES SERVICES	17-0321	313811	
	0184-801-4208-31950	332.50	STORMWATER MITIGATION	17-0321	313811	
JSE EMERGENCY MEDICAL GROUP, INC	0010-801-3220-39400	833.00	MEDICAL DIRECTOR SERVICES	17-0317	313812	833.00
RICHARD KAGEYAMA	0159-801-6507-31930	317.80	INSTRUCTOR-RECREATION CLASS		313813	317.80
KEYSTONE UNIFORM CENTERS	0010-801-3103-22310	1,318.19	UNIFORMS-C RAMIREZ	17-0422	313814	2,571.04
	0010-801-3103-22310	1,252.85	UNIFORMS-V BALTIERRA	17-0422	313814	
KNIGHT COMMUNICATIONS INC	0010-801-1301-38400	497.17	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-1404-38400	464.96	SYSTEM MANAGEMENT SERVICE		313815	
	0043-801-1404-38400	548.29	SYSTEM MANAGEMENT SERVICE		313815	
	0092-801-1404-38400	714.97	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-1701-38400	376.67	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-1702-38400	376.67	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-1703-38400	376.67	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-1801-38400	733.75	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-3115-38400	1,282.50	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-3201-38400	897.50	SYSTEM MANAGEMENT SERVICE		313815	
	0022-801-4202-38400	524.08	SYSTEM MANAGEMENT SERVICE		313815	
	0092-801-4210-38400	386.75	SYSTEM MANAGEMENT SERVICE		313815	
	0060-801-4211-38400	1,716.66	SYSTEM MANAGEMENT SERVICE		313815	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
KNIGHT COMMUNICATIONS INC	0043-801-4212-38400	552.92	SYSTEM MANAGEMENT SERVICE		313815	
	0092-801-4220-38400	1,628.33	SYSTEM MANAGEMENT SERVICE		313815	
	0131-801-6001-38400	853.33	SYSTEM MANAGEMENT SERVICE		313815	
	0010-801-6502-38400	1,110.83	SYSTEM MANAGEMENT SERVICE		313815	
	0160-801-3115-31700	10,250.00	SYSTEM MANAGEMENT SERVICE	17-0122	313815	23,292.05
KNOWLES-MCNIFF	0010-801-1404-31700	783.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0043-801-1404-31700	3,850.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0092-801-1404-31700	3,908.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0010-801-3115-31700	599.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0010-801-3220-31700	209.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0092-801-4221-31700	989.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4226-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4227-31700	259.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4228-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4229-31700	199.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4231-31700	265.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0093-801-4232-31700	212.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	
	0010-801-6001-31700	803.00	FINANCE SOFTWARE MAINTENANCE	17-0002	313816	12,500.00
WINNIE KWAN	0092-701-0092-07520	521.39	REFUND WATER METER		313817	521.39
LANGUAGE LINE SERVICES	0010-801-3112-32050	33.84	INTERPRETATION SERVICES		313818	33.84
LAWN MOWER CORNER/KNG POWER EQUIPME	0176-801-6516-38500	43.48	PARKS-TOOLS/SUPPLIES	17-0104	313819	
	0110-801-4202-23600	675.34	STREETS-TOOLS/SUPPLIES	17-0225	313819	
	0110-801-4202-23600	1,032.04	STREETS-TOOLS/SUPPLIES	17-0225	313819	
	0022-801-4202-22400	189.23	STREETS-TOOLS/SUPPLIES	17-0225	313819	1,940.09

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LEAGUE OF CALIFORNIA CITIES	0010-801-1110-39300	400.00	2017 NEEDS ASSESSMENT		313820	400.00
LEHR AUTO ELECTRIC (CA CORP) STOMME	0160-801-5004-99323	9,795.82	POLICE MDC INSTALLATION	17-0342	313821	9,795.82
LIBERTY FLAGS INC.	0092-801-4210-23050	126.00	FLAGS		313822	126.00
MEI LIN	0010-701-0010-02010	266.67	REFUND BUSINESS LICENSE		313823	
	0077-701-0077-02110	351.58	REFUND BID FEE		313823	618.25
YUE YING LIN	0010-701-0010-02010	56.25	REFUND BUSINESS LICENSE		313824	
	0077-701-0077-02110	78.88	REFUND BID FEE		313824	135.13
LINCOLN EQUIPMENT INC.	0010-801-6503-23050	242.52	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	167.04	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	174.00	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	236.64	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	500.35	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	281.05	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	139.20	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	208.80	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	229.68	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	167.04	POOL CHEMICAL/SUPPLIES	17-0323	313825	
	0010-801-6503-23050	486.00	POOL CHEMICAL/SUPPLIES	17-0323	313825	2,832.32
LOGAN SUPPLY CO., INC.	0092-801-4223-23700	656.31	WATER SUPPLIES/TOOLS	17-0163	313826	656.31
LONG BEACH BMW MOTORCYCLES (DBA)	0060-801-4211-38400	780.05	FLEET PARTS/REPAIR-UNIT 002		604 *	
	0060-801-4211-38400	93.60	FLEET PARTS/REPAIR-UNIT 002		604 *	

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						873.65
LOS ANGELES COUNTY AUDITOR	0010-801-3104-31950	26.00	AUTOPSY REPORT		313827	26.00
LOS ANGELES COUNTY SHERIFF'S DEPART	0010-801-3113-22600	426.93	INMATE MEALS SERVICES	17-0077	313828	426.93
LOS ANGELES TIMES	0010-801-3113-39350	66.85	SUBSCRIPTION		313829	66.85
MAK FIRE PROTECTION ENGINEERING & C	0010-701-0010-06330	170.00	FIRE PLAN CHECK		313830	170.00
ADAM MALOUF	0092-801-1801-39400	567.00	FIRE TRAINING		313831	567.00
MARTIN AND CHAPMAN COMPANY	0010-801-1301-31750	230.00	ELECTION SUPPLIES		313832	230.00
MATCO TOOLS (DBA)	0060-801-4211-24100	368.87	FLEET TOOLS	17-0018	313833	368.87
MDM ANALYTICS, INC.	0010-801-4212-31500	1,860.00	SOLID WASTE CONTRACT SERVICES	17-0415	313834	1,860.00
MEGA HERTZ ELECTRIC INC	0010-801-4210-38400	1,402.50	GARVEY RANCH LIGHTING REPAIR		313835	1,402.50
METROPOLITAN TRANSPORTATION	0109-801-6511-41200	2,740.00	LANGLEY TAP CARD	17-0117	313836	2,740.00
MICHAEL BAKER INTERNATIONAL, INC.	0010-801-5004-96081	4,599.96	GARFIELD TRANSIT VILLAGE SVCS	17-0315	313837	4,599.96
MICRO AGE CONSULTING INC	0010-701-0010-02010	62.50	REFUND BUSINESS LICENSE		313838	62.50
MIG	0075-450-0075-08660	250.00	ENVIRONMENTAL SERVICES (TRUST)	17-0264	313839	250.00
MISSION FENCE & PATIO BUILDERS	0093-801-4226-23300	375.00	WATER PARTS		313840	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						375.00
MISSION SUPER HARDWARE	0092-801-4222-23700	16.29	HARDWARE SUPPLIES	17-0160	313841	
	0010-801-6517-23050	45.64	HARDWARE SUPPLIES	17-0114	313841	
	0010-801-3210-22750	53.94	HARDWARE SUPPLIES	17-0263	313841	
	0010-801-6517-23050	16.52	HARDWARE SUPPLIES	17-0114	313841	
	0022-801-4202-23900	13.43	HARDWARE SUPPLIES	17-0224	313841	
						145.82
MOBILE VISION IN CAR VIDEO	0010-801-3103-22750	70.99	POLICE CAMERA PARTS		313842	
						70.99
MR. ROOTER PLUMBING (DBA)	0010-801-4210-38100	1,500.00	PLUMBING SERVICES		313843	
	0010-801-4210-38100	950.00	PLUMBING SERVICES		313843	
	0010-801-4210-38100	1,509.00	PLUMBING SERVICES		313843	
						3,959.00
RICKY MUNDER	0010-801-1801-39400	60.43	TUITION REIMBURSEMENT		313844	
						60.43
MUNICIPAL AUDITING SERVICES LLC (DE	0010-701-0010-02010	2,041.81	BUSINESS LICENSE AUDITING SVCS		313845	
	0010-701-0010-02010	1,899.45	BUSINESS LICENSE AUDITING SVCS		313845	
	0010-701-0010-02010	890.46	BUSINESS LICENSE AUDITING SVCS		313845	
						4,831.72
MUNICIPAL EMERGENCY SERVICES, INC.	0010-801-3210-22300	16,693.13	FIRE PROTECTIVE EQUIPMENT	17-0382	605 *	
	0010-801-3210-22300	5,831.17-	FIRE PROTECTIVE EQUIPMENT	17-0382	605 *	
	0010-801-3210-22300	11,662.35	FIRE PROTECTIVE EQUIPMENT	17-0382	605 *	
						22,524.31
NAVARRO'S TOWING	0060-801-4211-31950	150.00	TOWING SERVICES-UNIT 047	17-0016	313846	
	0060-801-4211-31950	150.00	TOWING SERVICES-UNIT 002	17-0016	313846	
						300.00
NEW MOON VISIONS, INC.	0010-801-1704-34200	2,820.00	CITY BROCHURE	17-0374	313847	
						2,820.00

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
O'REILLY AUTO PARTS	0022-801-4202-23900	70.07	STREETS PARTS/SUPPLIES		313848	70.07
OFFICE DEPOT INC.	0110-801-4202-23600	815.61	OFFICE SUPPLIES		313849	
	0110-801-4202-23600	440.18	OFFICE SUPPLIES		313849	
	0110-801-4202-23600	665.34	OFFICE SUPPLIES		313849	
	0010-801-1201-21250	180.36	OFFICE SUPPLIES		313849	
	0010-801-1408-21250	57.27	OFFICE SUPPLIES		313849	
	0010-801-6502-21250	57.27	OFFICE SUPPLIES		313849	
	0010-801-1801-21250	57.27	OFFICE SUPPLIES		313849	
	0092-801-1406-24100	48.90	OFFICE SUPPLIES		313849	
	0010-801-3114-21350	49.60	OFFICE SUPPLIES	17-0075	313849	
	0010-801-3114-21350	461.19	OFFICE SUPPLIES	17-0075	313849	
	0010-801-6505-21350	168.61	OFFICE SUPPLIES	17-0310	313849	
	0010-801-6505-21350	36.50	OFFICE SUPPLIES	17-0310	313849	
	0010-801-3210-21300	40.72	OFFICE SUPPLIES	17-0199	313849	
	0010-801-3210-21350	95.69	OFFICE SUPPLIES	17-0199	313849	
	0010-801-3205-21250	11.84	OFFICE SUPPLIES	17-0199	313849	
	0060-801-4211-21350	258.35	OFFICE SUPPLIES		313849	
	0060-801-4211-21350	60.19	OFFICE SUPPLIES		313849	
	0010-801-3114-21350	484.92	OFFICE SUPPLIES	17-0075	313849	
	0010-801-3114-21350	7.06	OFFICE SUPPLIES	17-0075	313849	3,996.87
OFFICE SOLUTIONS	0010-801-1403-22750	750.81	OFFICE SUPPLIES	17-0278	606 *	
	0010-801-1301-21300	441.83	OFFICE SUPPLIES		606 *	
	0010-801-1301-21250	76.85	OFFICE SUPPLIES	17-0065	606 *	
	0010-801-1301-21350	28.81	OFFICE SUPPLIES	17-0065	606 *	
	0010-801-1703-21350	4.60	OFFICE SUPPLIES		606 *	
	0010-801-1701-22750	18.47	OFFICE SUPPLIES		606 *	
	0010-801-1703-22750	31.55	OFFICE SUPPLIES		606 *	

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						1,352.92
PACIFIC ALLIANCE CAPITAL, INC. (DBA	0063-801-5002-99055	224,165.42	NETWORK STORAGE REPLACEMENT	17-0409	313850	224,165.42
PARKHOUSE TIRE, INC.	0060-801-4211-23500	2,349.85	FLEET TIRES		313851	2,349.85
THE PHONE GUY	0010-801-6502-32050	285.00	VOICE/DATA CABLING		313852	285.00
PROCESS SOLUTIONS, INC.	0092-801-4222-23700	2,234.18	WATER-CHLORINE SYSTEM SERVICES		607 *	2,234.18
PROGRESS PRINTERS	0010-801-3101-39250	218.00	POLICE ID CARDS		313853	218.00
PRUDENTIAL OVERALL SUPPLY	0060-801-4211-22300	35.93	UNIFORMS		608 *	75.73
	0060-801-4211-22150	25.17	SHOP RAGS		608 *	
	0010-801-3210-22150	14.63	SHOP RAGS		608 *	
R. M. BODY SHOP	0060-801-4211-38400	408.84	FLEET REPAIR-UNIT 049		313854	408.84
MARGARET RAMIREZ	0010-801-1301-31950	25.00	COUNCIL PRESENTATION PHOTO		313855	25.00
RAYVERN LIGHTING SUPPLY CO.	0010-801-4210-23400	391.30	ELECTRICAL SUPPLIES		313856	391.30
RELIANT IMMEDIATE CARE MEDICAL GROU	0010-801-1801-31900	90.00	RESPIRATORY EXAMINATION		313857	270.00
	0010-801-1801-31900	180.00	RESPIRATORY EXAMINATION		313857	
RUDY'S SIGN GRAPHICS	0010-801-3210-22300	16.16	FIRE GRAPHICS		313858	16.16
SA ASSOCIATES	0042-801-5003-91942	16,319.41	SPOT SEWER REPAIRS	17-0305	313859	
	0093-801-4224-82259	26,031.65	GROUNDWATER TREATMENT SYSTEM	17-0399	313859	

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						42,351.06
SAN ANDELL SWIMMING POOLS	0092-801-4222-23700	64.42	WATER SUPPLIES	17-0149	313860	64.42
SAN GABRIEL VALLEY MUNICIPAL WATER	0093-801-4229-42200	132,035.00	DEBT SERVICE PAYMENT-NO. 9		313861	
	0093-801-4230-42200	37,965.00	DEBT SERVICE PAYMENT-NO. 9		313861	170,000.00
SAN GABRIEL VALLEY WATER ASSOC	0092-801-4220-39700	7,447.41	PRODUCER DUES		313862	7,447.41
SAN GABRIEL VALLEY WATER CO.	0092-801-4222-36300	51.07	WATER SERVICES		313863	
	0093-801-4233-22900	102.17	WATER SERVICES		313863	153.24
SAN LUIS BUTANE DISTRIBUTORS, INC	0060-801-4211-22250	21.32	PROPANE-UNIT 070	17-0036	313864	
	0060-801-4211-22250	60.42	PROPANE-UNIT 107	17-0036	313864	
	0060-801-4211-22250	12.70	PROPANE-UNIT 107	17-0036	313864	
	0060-801-4211-22250	109.86	PROPANE-UNIT 091	17-0036	313864	
	0060-801-4211-22250	24.15	PROPANE-UNIT 070	17-0036	313864	
	0060-801-4211-22250	29.17	PROPANE-UNIT 070	17-0036	313864	
	0060-801-4211-22250	41.57	PROPANE-UNIT 091	17-0036	313864	
	0060-801-4211-22250	29.20	PROPANE-UNIT 070	17-0036	313864	328.39
SERGIO BALANDRAN (DBA) THE SAUCE CF	0010-801-6502-39250	1,259.29	RECREATION SIGN		313865	
	0010-801-6508-39250	250.00	RECREATION SIGN		313865	1,509.29
SHRED-IT US JV LLC	0010-801-3114-38400	408.92	DESTRUCTION SERVICES		313866	408.92
SMARDAN SUPPLY COMPANY	0092-801-4222-23700	247.50	WATER SUPPLIES	17-0167	313867	247.50
SMS SYSTEMS MAINTENANCE SERVICES, I	0010-801-3115-38400	682.00	SERVER MAINTENANCE		609 *	

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VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
						682.00
SOUTHERN CALIFORNIA EDISON CO.	0176-801-4207-36100	378.00	CREST VISTA LIGHT POLE RENTAL		313868	378.00
SOUTHERN CALIFORNIA GAS COMPANY	0109-801-5002-96067	5,931.00	CST SERVICES FEE	17-0147	313869	
	0165-801-5002-96067	5,931.00	CST SERVICES FEE	17-0147	313869	
	0109-801-5002-96067	2,757.00	CST MAINTENANCE FEE	17-0147	313869	14,619.00
THE STANDARD INSURANCE CO.	0065-464	718.84	EXECUTIVE PREMIUM		313870	718.84
STATE CONTROLLER'S OFFICE	0022-801-4202-31950	1,750.23	ANNUAL STREET REPORT		313871	1,750.23
STATUS ONE MEDICAL INC	0092-801-4222-23700	115.28	FIRST AID SUPPLIES	17-0177	313872	115.28
REGGIE STEVENS	0159-801-6507-31930	32.50	INSTRUCTOR-RECREATION CLASS		313873	32.50
SUPERIOR COURT OF CALIFORNIA - COUN	0010-701-0010-03620	11,456.86	CITATION PROCESSING		313874	11,456.86
SUPREME TROPHIES & GIFTS CO.	0010-801-1403-22750	17.40	AWARD/PLAQUES/STAMP/NAME PLATE		313875	17.40
THOMSON REUTERS (LEGAL) INC.	0010-801-3104-39100	331.00	POLICE INFORMATION SERVICES	17-0084	313876	331.00
TOM'S CLOTHING & UNIFORMS INC	0010-801-3112-22310	204.56	UNIFORMS-C LUO	17-0087	313877	
	0010-801-3101-22320	190.85	UNIFORMS-K GORDON	17-0087	313877	
	0010-801-3104-22310	173.24	UNIFORMS-R CONTRERAS	17-0087	313877	
	0010-801-3104-22310	195.75	UNIFORMS-R CONTRERAS	17-0087	313877	
	0010-801-3104-22310	83.19	UNIFORMS-B CUEVAS	17-0087	313877	
	0010-801-3104-22310	367.75	UNIFORMS-P YUNG	17-0087	313877	
	0010-801-3113-22310	179.11	UNIFORMS-P VILLALOBOS	17-0087	313877	

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
TOM'S CLOTHING & UNIFORMS INC	0010-801-3103-22310	170.30	UNIFORMS-V BALRIERRA	17-0087	313877	
	0010-801-3103-22310	55.44	UNIFORMS-J ORATE	17-0087	313877	
	0010-801-3103-22310	170.30	UNIFORMS-C RAMIREZ	17-0087	313877	
	0010-801-1702-22310	59.81	UNIFORMS-W STECYK		313877	
	0010-801-1702-22300	175.00	UNIFORMS-W STECYK		313877	
	0010-801-3210-22320	30.45	UNIFORMS-J GONZALES	17-0128	313877	
	0010-801-3210-22320	302.33	UNIFORMS-R MOORE	17-0128	313877	
	0010-801-3210-22320	378.45	UNIFORMS-S EDWARDS	17-0128	313877	
	0010-801-3210-22320	378.45	UNIFORMS-HENRICH	17-0128	313877	
	0010-801-3210-22320	292.54	UNIFORMS-M MAQUIRE	17-0128	313877	
	0010-801-3210-22310	96.79	UNIFORMS-R TULLIUS	17-0129	313877	
	0010-801-3210-22310	212.06	UNIFORMS-R BLAKE	17-0129	313877	
	0010-801-3210-22310	54.38	UNIFORMS-J STARK	17-0129	313877	
	0010-801-3210-22310	375.19	UNIFORMS-F PADILLA	17-0129	313877	
	0010-801-3210-22310	176.18	UNIFORMS-M KHAIL	17-0129	313877	
	0010-801-3210-22310	152.25	UNIFORMS-J CHAPMAN	17-0129	313877	
						4,474.37
TRANSTECH	0010-801-5004-96085	5,540.00	GARVEY RANCH BASKETBALL COURT		313878	
						5,540.00
TURF STAR INC	0060-801-4211-23500	27.75	FLEET PARTS		313879	
						27.75
U S ARMOR CORP	0229-801-3103-22300	625.31	POLICE-FIREARM SUPPLIES		313880	
						625.31
ULINE, INC.	0010-801-3210-22150	542.73	FIRE SUPPLIES		313881	
	0010-801-1703-22750	57.99	COMM DEV SUPPLIES		313881	
						600.72
UNDERGROUND SERVICE ALERT	0092-801-4223-22750	175.50	UNDERGROUND UTILITY SERVICES	17-0183	313882	
						175.50

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
UNITED TRAFFIC SERVICES SUPPLY	0022-801-4202-24100	457.80	STREETS SUPPLIES	17-0219	313883	457.80
V & V MANUFACTURING INC	0010-801-3103-22750	99.94	POLICE BADGES		313884	
	0010-801-3101-22310	218.97	POLICE BADGES		313884	318.91
MARICELA VASQUEZ	0010-801-6502-31950	200.00	DAY CARE SUPPLIES		313885	200.00
VCA CODE GROUP	0010-701-0010-06100	8,254.73	PLAN CHECK SERVICE	17-0277	313886	8,254.73
VISTA PAINT CO.	0010-801-4202-23950	357.11	PAINT SUPPLIES		313887	357.11
DIANE VIVONA-SAIZ	0010-801-3101-33400 *	26.59	POLICE TRAINING		313888	
	0010-801-3101-33400	2.84	POLICE TRAINING		313888	
	0010-801-3101-33400	12.95	POLICE TRAINING		313888	
	0160-801-3101-39400	2.84	POLICE TRAINING		313888	45.22
VULCAN MATERIAL CO	0110-801-4202-23600	307.01	ASPHALT		313889	
	0110-801-4202-23600	25.84	ASPHALT		313889	
	0110-801-4202-23600	155.09	ASPHALT		313889	487.94
WALTERS WHOLESALE ELECTRIC CO	0010-801-4210-23400	362.63	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	131.60	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	315.38	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	1,417.87	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	66.30	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	256.97	BLDG MAINT SUPPLIES		313890	
	0010-801-4210-23400	218.49	BLDG MAINT SUPPLIES		313890	2,769.24

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WARREN DISTRIBUTING, INC.	0060-801-4211-23500	88.80	FLEET PARTS/SUPPLIES-UNIT 058	17-0285	610 *	
	0060-801-4211-23500	57.04	FLEET PARTS/SUPPLIES-UNIT 062	17-0285	610 *	
	0060-801-4211-23500	34.13	FLEET PARTS/SUPPLIES-UNIT 929	17-0285	610 *	
	0060-801-4211-23500	89.40	FLEET PARTS/SUPPLIES	17-0285	610 *	
	0060-801-4211-23500	94.00	FLEET PARTS/SUPPLIES-UNIT 097	17-0285	610 *	
	0060-801-4211-23500	11.05	FLEET PARTS/SUPPLIES	17-0285	610 *	
	0060-801-4211-23500	131.36	FLEET PARTS/SUPPLIES-UNIT 242	17-0285	610 *	
	0060-801-4211-23500	8.54	FLEET PARTS/SUPPLIES-UNIT 007	17-0285	610 *	
	0060-801-4211-23500	93.48	FLEET PARTS/SUPPLIES-UNIT 990	17-0285	610 *	
	0060-801-4211-23500	58.31	FLEET PARTS/SUPPLIES	17-0285	610 *	
	0060-801-4211-23500	86.42	FLEET PARTS/SUPPLIES	17-0285	610 *	
	0060-801-4211-23500	142.60	FLEET PARTS/SUPPLIES	17-0285	610 *	
	0060-801-4211-23500	145.61	FLEET PARTS/SUPPLIES-UNIT 046	17-0285	610 *	
	0060-801-4211-23500	98.97	FLEET PARTS/SUPPLIES-UNIT 046	17-0285	610 *	
	0060-801-4211-23500	15.26-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	610 *	
	0060-801-4211-23500	81.74-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	610 *	
	0060-801-4211-23500	13.05-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	610 *	
	0060-801-4211-23500	39.12-	FLEET PARTS/SUPPLIES-CREDIT	17-0285	610 *	
						990.54
WECK LABORATORIES (DBA)	0093-801-4227-31950	508.00	WATER TESTING SUPPLIES		313891	508.00
WEST COAST LIGHTS & SIRENS	0060-801-4211-38410	4,191.34	POLICE CAR CONVERSION	17-0420	313892	4,191.34
WESTERN WATER WORKS SUPPLY CO.	0093-801-4226-23300	100.40	WATER PARTS/SUPPLIES	17-0259	313893	
	0092-801-4223-23300	4,293.40	WATER PARTS/SUPPLIES	17-0257	313893	
	0092-801-4222-23700	440.53	WATER PARTS/SUPPLIES	17-0258	313893	
						4,834.33
WHITTIER FERTILIZER CO.	0010-801-6517-22100	174.01	PARKS SUPPLIES	17-0107	611 *	174.01

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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PRINTED WARRANTS

VENDOR NAME	ACCOUNT	AMOUNT	DESCRIPTION	P.O.	CHECK #	TOTAL
WOLFF LANG CHRISTOPHER ARCHITECTS,	0071-850-5002-99728	12,250.00	FIRE STATION REMODELING	16-0680	313894	12,250.00
DAVID WONG	0075-450-0075-09010	225.00	REFUND CHERRY BLOSSOM (TRUST)		313895	225.00
RICKY WONG	0159-801-6507-31930	85.80	INSTRUCTOR-RECREATION CLASS		313896	85.80
THOMAS WONG	0159-801-6507-31930	778.40	INSTRUCTOR-RECREATION CLASS		313897	778.40
X-IGENT PRINTING, INC	0010-801-4209-39250	200.00	BULKY ITEM POSTAGE	17-0375	612 *	
	0010-801-4212-39250	3,000.00	BULKY ITEM POSTAGE	17-0375	612 *	
	0043-801-4208-32200	500.00	BULKY ITEM POSTAGE	17-0375	612 *	
	0043-801-4208-39740	71.10	BULKY ITEM POSTAGE	17-0375	612 *	
	0043-801-4208-39740	151.57	BULKY ITEM POSTAGE		612 *	
						3,922.67
HOAMING XU	0075-450-0075-08200	14,558.00	REFUND CONSTRUCTION BOND-TRUST		313898	14,558.00
TOTAL FOR REGULAR WARRANTS						1,039,420.02
PRINTED		984,298.71				
E-PAYABLE		55,121.31				

* Indicates an E-Payable transaction

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CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017

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TOTAL FOR PREPAID WARRANTS	80,708.42
TOTAL FOR PREPAID E-PAYABLES	0.00
TOTAL FOR PRINTED WARRANTS	984,298.71
TOTAL FOR PRINTED E-PAYABLES	55,121.31
TOTAL WARRANTS	1,120,128.44
TOTAL VOID CHECKS	2
TOTAL PREPAID CHECKS	77
TOTAL PREPAID E-PAYABLES	0
TOTAL CHECKS PRINTED	165
TOTAL E-PAYABLES PRINTED	22
TOTAL CHECKS ISSUED	264

CITY OF MONTEREY PARK
FINAL WARRANT REGISTER
COUNCIL MEETING DATE 04/19/2017
FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0010	GENERAL FUND	38,319.98	325,067.84	363,387.82
0022	STATE GAS TAX FUND	635.98	4,734.03	5,370.01
0042	SEWER FUND	0.00	16,319.41	16,319.41
0043	REFUSE FUND	7,641.11	15,232.63	22,873.74
0060	CITY SHOP FUND	41.86	15,120.23	15,162.09
0063	TECHNOLOGY INTERNAL SERV FUND	0.00	224,165.42	224,165.42
0065	PAYROLL CLEARING ACCOUNT	564.00	718.84	1,282.84
0071	PUBLIC SAFETY IMPACT FEE FUND	0.00	12,553.74	12,553.74
0075	SPECIAL DEPOSITS FUND	15,550.79	15,065.00	30,615.79
0077	BUSINESS IMPROVEMENT AREA #1	0.00	10,239.82	10,239.82
0080	WORKERS COMP FUND	0.00	6,047.00	6,047.00
0092	WATER FUND	6,560.13	39,448.26	46,008.39
0093	WATER TREATMENT FUND	3,027.37	237,795.11	240,822.48
0109	OPA PROPOSITION A	885.00	8,481.57	9,366.57
0110	MEASURE R FUND	0.00	12,102.60	12,102.60
0131	LIBRARY TAX FUND	0.00	853.33	853.33
0136	POST	1,833.20	186.73	2,019.93
0152	HOME HOUSING PROGRAM	0.00	65.00	65.00
0159	RECREATION FUND	3,564.00	2,359.00	5,923.00
0160	ASSET FORFEITURE	0.00	20,223.66	20,223.66
0165	AIR QUALITY IMPROVEMENT FUND	0.00	5,931.00	5,931.00
0166	PROPOSITION C	0.00	62,453.46	62,453.46
0169	CDBG FUND	0.00	2,500.00	2,500.00
0176	MAINTENANCE DISTRICT 93-1	0.00	421.48	421.48
0184	USED OIL RECYCLING BLOCK GRANT	0.00	332.50	332.50
0229	BULLETPROOF VEST POLICE GRANT	0.00	625.31	625.31
0338	OTS SELECTIVE TRAFFIC GRANT(3)	2,085.00	0.00	2,085.00
0344	MAINTENANCE GRANT (075)	0.00	225.00	225.00

CITY OF MONTEREY PARK
 FINAL WARRANT REGISTER
 COUNCIL MEETING DATE 04/19/2017
 FUND SUMMARY

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FUND	DESCRIPTION	PREPAID	PRINTED	TOTAL
0349	ELAC INSTRUCTIONAL SERV PROG	0.00	152.05	152.05
	TOTAL	80,708.42	1,039,420.02	1,120,128.44



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Joseph Leon, City Treasurer
SUBJECT: Monthly Investment Report – March 2017

RECOMMENDATION: It is recommended that the City Council:

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

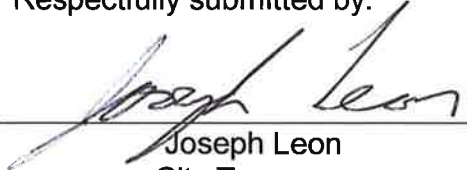
EXECUTIVE SUMMARY:

As of March 31, 2017 invested funds for the City of Monterey Park is \$80,599,934.99.

BACKGROUND:

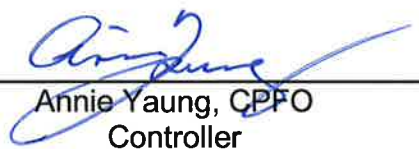
In accordance with the City's Investment Policy, a monthly investment report is presented to the City Council showing the types of investments, dates of maturities, amounts of deposits, rates of interest, and the current market values for securities with maturity more than 12 months.

Respectfully submitted by:



Joseph Leon
City Treasurer

Prepared by:



Annie Young, CPFO
Controller

Approved by:



Ron Bow
Interim City Manager



Chu Thai
Director of Management Services

**CITY OF MONTEREY PARK
INVESTMENT REPORT
AS OF MARCH 31, 2017**

INSTITUTION NAME	PURCHASE DATE	MATURITY DATE	INTEREST RATE	% OF PORTFOLIO	AMOUNT
INVESTMENTS:					
CERTIFICATES OF DEPOSIT					
AMERICAN PLUS BANK	12/02/15	12/02/17	1.15%		240,000.00
ASIAN PACIFIC NATIONAL BANK	03/04/17	09/04/18	1.25%		200,000.00
CATHAY BANK	08/14/16	08/14/18	1.20%		100,000.00
CATHAY BANK	10/07/15	04/07/17	1.20%		150,000.00
EVERTRUST BANK	11/14/16	11/15/17	1.20%		100,000.00
EVERTRUST BANK	10/12/16	10/12/17	1.15%		150,000.00
FIRST GENERAL BANK	08/15/15	08/15/17	1.00%		240,000.00
PLAZA BANK	08/30/16	02/28/18	1.25%		245,000.00
PREFERRED BANK	06/06/16	06/06/17	1.10%		100,000.00
PREFERRED BANK	03/03/17	03/03/18	1.25%		140,000.00
ROYAL BUSINESS BANK	06/23/16	06/23/17	1.15%		250,000.00
DISCOVER BANK	05/13/15	05/15/17	0.95%		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
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
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
WORLDS FOREMOST BANK	04/07/16	04/05/19	1.35%		200,000.00
JP MORGAN CHASE BANK	04/19/16	04/19/19	1.20%		245,000.00
BANK NORTH CAROLINA THOMASVILLE	05/27/16	02/27/18	1.00%		245,000.00
FIRST NATIONAL BANK	06/17/16	06/18/18	1.10%		245,000.00
AMERICAN EXPRESS CENTURION BANK	12/01/16	12/03/18	1.40%		245,000.00
FIRST MERCHANTS BANK	12/30/16	06/28/19	1.50%		245,000.00
WHITNEY BANK	01/25/17	01/25/19	1.55%		245,000.00
CAPITAL ONE BANK	02/15/17	08/15/18	1.35%		245,000.00
TOTAL CDs (37)		Average	1.126%	10.20%	<u>8,230,000.00</u>
LA COUNTY TREASURY POOL		ON DEMAND	1.290%	89.40%	<u>72,051,805.50</u>
LOCAL AGENCY INVESTMENT FUND		ON DEMAND	0.680%	0.40%	<u>318,129.41</u>
TOTAL INVESTMENTS				100.00%	<u>\$ 80,599,934.91</u>
BANK BALANCE: ⁽¹⁾					<u>\$ 4,761,550.76</u>

AVERAGE MATURITY DAYS

56

AVERAGE INTEREST RATE FOR THE MONTH

1.279%

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 3RD QUARTER 2016-2017 (CUMULATIVE)

\$ 132,364.93

THERE HAVE BEEN NO VARIANCES TO THE INVESTMENT POLICY.

3-MONTH T-BILL

0.74%

CERBT STRATEGY 1 FYTD RETURN:

6.73%

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



City Council Staff Report

DATE: April 19, 2017

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 regular meeting of March 15, 2017 and the special meeting of March 14, 2017, March 15, 2017, and March 20, 2017; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

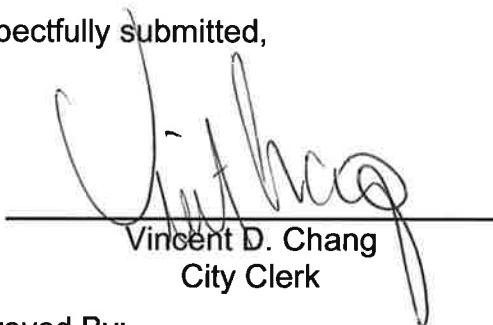
BACKGROUND:

None.

FISCAL IMPACT:

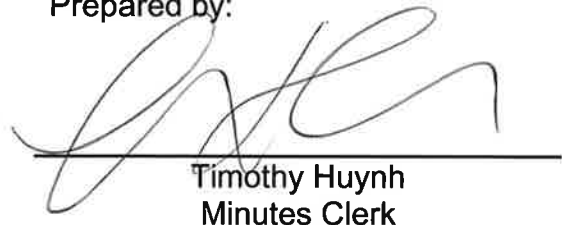
None.

Respectfully submitted,



Vincent D. Chang
City Clerk

Prepared by:



Timothy Huynh
Minutes Clerk

Approved By:



Ron Bow
Interim City Manager

Attachments: March 14, 2017 special meeting minutes
March 15, 2017 regular meeting minutes
March 15, 2017 special meeting minutes
March 20, 2017 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 14, 2017**

The City Council of the City of Monterey Park held a Special Meeting of the Council in the Council Chamber, located at 320 West Newmark Avenue in the City of Monterey Park, March 14, 2017 at 7:00 p.m.

CALL TO ORDER:

Mayor Ing called the meeting to order at 7:05 p.m.

FLAG SALUTE:

The Monterey Park Girl Scout Troop 734 and 5631 led the flag salute.

NATIONAL ANTHEM:

Led by Alicia Galvan Ballinger.

INVOCATION:

Led by Pastor Johnny Cabrera.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None.

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Clerk Vincent Chang, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Community & Economic Development Michael Huntley, Fire Division Chief Matthew Hallock, Police Captain Steve Coday, Deputy City Clerk Cindy Trang

1. PRESENTATION

1A. OUTGOING MAYOR MITCHELL ING ADDRESS

Outgoing Mayor Mitchell Ing gave his outgoing address.

NEW BUSINESS

2. REORGANIZATION OF MONTEREY PARK CITY COUNCIL

Appoint the Mayor and Mayor Pro Tem in accordance with Resolution No. 11507.

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

Action Taken: The City Council appointed Teresa Real Sebastian as Mayor and Stephen Lam as Mayor Pro Tem in accordance with City Council policy established by Resolution No. 11507.

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

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

Resolution No. 11507, entitled:
A RESOLUTION AMENDING RESOLUTION NOS. 8584 AND 9921 IN THEIR ENTIRETY TO ESTABLISH THE MEANS OF MAYORAL ROTATION

INTRODUCTIONS:

Vincent Chang, City Clerk, recognized special guests in attendance, including elected officials and current and former leaders of the community. He then introduced the Mistress of Ceremonies, Adela Munoz.

OATH OF OFFICE FOR INCOMING MAYOR PRO TEM STEPHEN LAM

The Oath of Office for Incoming Mayor Pro Tem Stephen Lam was implemented by The Honorable Mike Eng.

PRESENTATION OF NAME BADGE AND BUSINESS CARDS

Mayor Pro Tem Lam's Wife, Jenny Lam, presented Mayor Pro Tem Lam with his name badge and Mayor Pro Tem Lam's Son, Water Lam, presented Mayor Pro Tem Lam with his business cards.

MAYORAL INSTALLATION CEREMONY OF TERESA REAL SEBASTIAN

The Oath of Office for Incoming Mayor Real Sebastian was implemented by: Alicia Galvan Ballinger, Pamela Hamanaka, Virginia King, Tammy Louie, Evelyn L. Moreno, Adela Munoz, Julie Pang-Cortez, Nanette S. Thompson, and Wendi Horwitz.

PRESENTATION OF GAVEL, NAME BADGE, AND BUSINESS CARDS

Tammy Louie presented Mayor Real Sebastian with her gavel. Evelyn L. Moreno presented Mayor Real Sebastian with her badge. Nanette S. Thompson presented Mayor Real Sebastian with her business cards.

MAYOR'S ADDRESS

Mayor Real Sebastian gave her incoming Mayor address.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:06 p.m.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 15, 2017**

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 15, 2017 at 5:30 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 5:35 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

Council Members Present: Peter Chan, Mitchell Ing arrived at 5:56 p.m., Stephen Lam, Hans Liang arrived at 5:50 p.m., Teresa Real Sebastian

Council Members Absent: None

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody, Controller Annie Young

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 5:35 p.m.

1. CONFERENCE LEGAL COUNSEL, EXISTING LITIGATION -GOVERNMENT CODE § 54956.9 (d)(1) Number of Cases: 1

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

2. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

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

Employee Bargaining Units Monterey Park Police Officers'
Organizations: Association (MPPOA); Monterey Park Professional
Chief Officers' Association (PCOA), POA/Captains'
Unit, Police Officer's Mid-Management Association
(POMMA.)

Controller Yaung was only present for this item.

**3. PUBLIC EMPLOYEE APPOINTMENT / PUBLIC EMPLOYMENT –
GOVERNMENT CODE § 54957**

Title: City Manager

Interim City Manager Bow and Human Resources and Risk Manager Cody were
not present for this item.

**4. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE §
54957.6**

Agency Representative: City Attorney's Office

Unrepresented City Manager Candidate
Employee:

Interim City Manager Bow and Human Resources and Risk Manager Cody were
not present for this item.

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 7:05 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 15, 2017**

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 15, 2017 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 Real Sebastian called the meeting to order at 7:08 p.m.

FLAG SALUTE:

The Monterey Park Police Explorers led the flag salute.

ROLL CALL:

City Clerk Vincent Chang called the roll:

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

Council Members Absent: None

ALSO PRESENT: Interim City Manager Ron Bow, City Treasurer Joseph Leon, City Attorney Mark Hensley, Fire Chief Scott Haberle, Police Chief Jim Smith, Director of Human Resources Tom Cody, Director of Recreation & Community Services Dan Costley, Director of Community & Economic Development Michael Huntley, Director of Management Services, Chu Thai, Controller Annie Yaung, Interim Public Works Director Tito Haes, Assistant City Engineer Rey Alfonso, Police Captain Kelly Gordon, Support Services Manager Timothy Shay, Recreation Superintendent Robert Aguirre

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

- Paul Perez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Sarkis Antonian, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association and the recent substation

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

- Lee Norris, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Nancy Arcuri, a resident of Monterey Park, spoke regarding measure LL and spoke regarding the recent contract negotiations between the city and the Monterey Park Police Officers' Association.
- Izzy Flores, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Robin Lopez, representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Jacob Jimenez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lisa Marko, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Lannie Cheung, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Hector Vasquez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Allan Paul Shatkin, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Cristian Cret, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Charlene Morales Avila, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Randall Avila, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Dominic A. Lombardo, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Vanessa Delgado, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.

- Denise Ferrari, a representative of Monterey Park Police Officers' Association, read a letter from JoAnn Frescas regarding the recent contract negotiations with the City of Monterey Park.
- Mark Skok, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Delario Robinson, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Raymond Mauna, a resident of Monterey Park, spoke regarding the recent contract negotiations between the Monterey Park Police Officers' Association and the City of Monterey Park.
- Randy Esparza, a representative of Monterey Park Police Officers' Association, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Raymond Cota, a resident of Monterey Park, spoke regarding the recent contract negotiations with the City of Monterey Park.
- Jaime Rodriguez, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.
- Fred Sornoso, a resident of Monterey Park, spoke in support of an increase in wages for the Monterey Park Police Officers' Association.

1. PRESENTATIONS

None.

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

NEW BUSINESS

2A. SUCCESSION AGENCY MONTHLY INVESTMENT REPORT – FEBRUARY 2017

See Successor Agency minutes.

2B. SUCCESSION AGENCY (SA) MINUTES

See Successor Agency minutes.

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

3. **CITY OF MONTEREY PARK CONSENT CALENDAR**

None.

4. **PUBLIC HEARING**

None.

5. **OLD BUSINESS**

None.

6. **NEW BUSINESS**

6A. **WARRANT REGISTER FOR THE CITY OF MONTEREY PARK OF MARCH 15, 2017**

Disbursements will be made from the funds referenced in the Resolution in Warrants numbered 313329-313480 and e-Payables numbered 000561-000575.

Action Taken: The City Council approved payment of warrants and adopted Resolution No. 11901 allowing certain claims and demands per Warrant Register dated March 15, 2017 totaling \$409,079.86 and specifying the funds out of which the same are to be paid.

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

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

Resolution No. 11901, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS PER WARRANT REGISTER DATED THE 15TH DAY OF MARCH 2017 TOTALING \$409,079.86 AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

6B. **MONTHLY INVESTMENT REPORT – FEBRUARY 2017**

As of February 28, 2017 invested funds for the City of Monterey Park is \$81,875,352.73.

Action Taken: The City Council approved received and filed the monthly investment report.

Motion: Moved by Council Member Liang and seconded by Mayor Pro Tem Lam, motion carried by the following vote:

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

6C. CITY COUNCIL MINUTES

Approve the minutes from the regular meetings of February 1, 2017 and February 15, 2017 and the special meetings of February 1, 2017 and February 15, 2017.

Action Taken: The City Council approved the minutes from the regular meetings of February 1, 2017 and February 15, 2017 and the special meetings of February 1, 2017 and February 15, 2017. Council Member Ing abstained from the February 1, 2017 regular and special minutes due to his absence.

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

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

6D. AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT FOR WATER, WASTEWATER, AND SOLID WASTE RATE STUDIES

City staff recommends entering into an agreement with Raftelis Financial Consultants, Inc. to do a comprehensive study on the City's water, wastewater, and solid waste fees.

City staff last conducted a comprehensive study on the water, wastewater, and refuse rates in 2014. Since then, most operating costs have changed, water consumption has decreased and the City has since entered into a new agreement for solid waste collection services. A new rate study is recommended to ensure the rates charged are fair and equitable to the City's users and can also adequately fund the City's operations of these services.

Recommendation: It is recommended that the City Council authorized the Interim City Manager to enter into an agreement, in a form approved by the City Attorney, with Raftelis Financial Consultants, Inc. in the amount of \$74,971, to conduct a comprehensive study on the City's water, wastewater, and solid waste fees.

Action Taken: The City Council continued this item to the April 5, 2017 City Council Meeting.

6E. CITY OF MONTEREY PARK RESIDENTIAL REHABILITATION PROGRAM GUIDELINES

The City of Monterey Park has provided a Residential Rehabilitation Program to the community for over two decades. The Program is designed to provide funding to eligible low-and moderate-income homeowners to cover the cost of necessary housing repairs; for the preservation of decent, safe, and sanitary housing; to correct hazardous structural conditions; to make improvements considered necessary to eliminate blight and improve handicapped access; and, to correct building and health code violations. The goal of the Program is to assist eligible low- and moderate-income residential owner-occupants in maintaining the City's existing housing stock by means of home rehabilitation.

Over the last two decades, the Residential Rehabilitation Guidelines have been updated a number of times to address the changing needs of the community. The last time the guidelines were updates was in 2015. As part of the review and approval of the Annual Action Plan in fall of 2016, the City Council commented on the Residential Rehabilitation Program. The comments shared by Council were intended to facilitate improvements to the program thereby attracting more applicants and better utilizing the HOME funds. The purpose of this agenda item is to seek City Council consensus on the proposed policy changes to the existing 2015 Residential Rehabilitation Program Guidelines.

Action Taken: The City Council (1) considered policy changes to the Residential Rehabilitation Program Guidelines and (2) directed staff to amend the existing Residential Rehabilitation Program Guidelines to the following:

	Current Guidelines	Changes
Loan Amount	\$50,000	\$50,000 plus \$25,000 for health and safety concerns
Interest Rate	3%	0%
Grant	\$10,000 contingency above the \$50,000 loan amount	\$10,000 for lead base paint or asbestos abatement
Authority	CM up to \$50,000	City Council up to \$150,000

And to return to the City Council for consideration. No motion taken.

6F. AWARD OF CONTRACT – FIRE DEPARTMENT APPARATUS REPAIR AND MAINTENANCE SERVICES, AND TURNOUT GEAR PURCHASES

The Fire Department is set with the responsibility of providing emergency response, disaster preparedness, community risk reduction, fire prevention, and

emergency medical services. In the conduct of these duties, repairs, maintenance, and replacement of certain items are necessary to ensure the continuity of emergency response and the safety of the employees. Staff seeks the City Council's consideration to execute multi-year agreements for services and commodity purchases for the remainder of this current fiscal year and the next three fiscal years – Fiscal Year 2017-2018, 2018-2019, and 2019-2020, unless otherwise terminated.

Action Taken: The City Council (1) waived bidding requirements pursuant to Monterey Park Municipal Code ("MPMC") § 3.20.050 (2) when the commodity can be obtained from only one vendor and award the bid to:

- (a) Kovatch Mobile Equipment dba KME Fire Apparatus (KME") for fire engine and apparatus repair. Funds are budgeted each fiscal year in the Emergency Operations Division, Account Number 0060-801-3210-38400; and
- (b) Municipal Emergency Services for the purchase of turn-out gear, bunker coats and pants. Funds for these purchases are budgeted each fiscal year in the Emergency Operations Division Account, 0010-801-3210-22300; and

(2) authorized the Interim City Manager to execute a multi-year agreement for three and a half years (remainder of the current fiscal year and three fiscal years thereafter) with each vendor, in a form approved by the City Attorney.

Motion: Moved by Council Member Chan and seconded by Mayor Pro Tem Lam, motion carried by the following vote:

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

6G. AWARD OF CONTRACT – JANITORIAL SUPPLIES AND RESTROOM CLEANING

The Fire Department and Recreation and Community Services seek to purchase janitorial supplies, uniform cleaning, and quarterly deep cleaning of the Langley Center restrooms. Individually, the expenditures would be below the City's purchasing policy threshold, but cumulatively between the Fire Department and Recreation and Community Services Departments, the total expenditure per fiscal year could exceed \$25,000. Therefore, staff seeks City Council approval to enter into a multi-year agreement to purchase janitorial and cleaning supplies, uniform laundry services, and deep cleaning of the Langley Center restrooms.

For the Fire Department, the firefighters are tasked with facility cleaning, apparatus cleaning, and replenishing the janitorial supplies of all three fire stations, the Emergency Operations Center and the training tower. This includes soaps, disinfectants, toilet paper, shop towels, kitchen towels, degreasers, floor cleaners, etc. Cintas staff will monitor the supplies on a weekly basis and replenish as needed. In addition, services will include uniform laundry services for the firefighters, which is a Memorandum of Understanding (“MOU”) requirement.

For Recreation and Community Services, specifically Langley Center, they are also seeking service for the provision and delivery of janitorial supplies in addition to deep cleaning services of the restrooms.

To determine the best vendor for the janitorial supplies and services, staff conducted an informal bid and solicited quotes from three vendors. Cintas demonstrated the best prices overall as well as the ability to address the service needs of both Langley Center and the Fire Department. It is for these considerations, staff seeks approval to enter into an agreement with Cintas.

Action: The City Council (1) based on Monterey Park Municipal Code § 3.20.060, awarded an agreement to Cintas for the purchase and delivery of janitorial supplies, laundry services, and cleaning services. Funds are budgeted in Account Nos. 0010-801-3210-22150, 0010-801-3210-39050, 0010-801-6505-22150, and 0010-801-6505-38250, and (2) authorized the City Manager to execute a multi-year agreement (remainder of Fiscal Year 2016-2017 and three fiscal years thereafter, until the end of 2020-2021), in a form approved by the City Attorney.

Motion: Moved by Mayor Pro Tem Lam and seconded by Council Member Liang, motion carried by the following vote:

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

6H. AWARD OF CONTRACT TO EC CONSTRUCTION, FOR THE REFURBISHMENT OF THE OUTDOOR BASKETBALL COURTS AT GARVEY RANCH PARK

At the January 18, 2017 City Council meeting, the Council adopted a resolution authorizing advertisement of the Garvey Ranch Basketball Court project. The project was advertised in the locally adjudicated newspapers and on eight electronic bid/plan rooms. Bid package was advertised to over fifty contractors, five of those contractors turned in bids on the project:

Rank	Company	Bid	Bid & Alternate
1	EC Construction, Co.	\$77,845	\$ 101,675
2	PK Construction	\$78,215	\$ 114,840
3	E&E Engineering	\$81,850	\$ 124,100
4	MMJ Contracting	\$109,300	\$ 103,870
5	Green Giant Landscape	\$120,800	\$ 124,300

The lowest responsive bid was submitted by EC Construction, Co. in the amount of \$77,845.00 for asphalt and \$101,675 for concrete. Staff has conducted a bid analysis, and verified contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal department files, and references of EC Construction, Co. Staff found EC Construction, Co. to be the lowest responsive bidder. The Bid Package submitted by EC Construction, Co. and the bid analysis completed by staff are attached (Attachments 1 & 2)

Action Taken: The City Council (1) awarded a contract for the refurbishment of two outdoor basketball courts at Garvey Ranch Park for \$101,675 (+ a 10% contingency of \$10,168 for a total of \$111,843) for concrete courts to EC Construction to be funded out of the Community Capital Carry over Fund (Account # 0010-801-5004-96085) instead of awarding a contract for the refurbishment of two outdoor basketball courts at Garvey Ranch Park for \$77,845 (+ a 10% contingency of \$7,785 for a total of \$85,630) for asphalt courts to EC Construction to be funded out of the Community Capital Carry over Fund (account 0010-801-5004-96085); and (2) authorized the City Manager to execute a standard public works contract, in a form approved by the City Attorney, with EC Construction.

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

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

6I. 2017 SIDEWALK REPAIRS – AUTHORIZATION TO ADVERTISE

The Engineering Division has prepared bid specifications for the 2017 Sidewalk Repairs and is requesting the City Council's authorization to advertise the project for bids.

Action Taken: The City Council adopted Resolution No. 11902 authorizing staff to advertise the 2017 Sidewalk Repairs project.

Motion: Moved by Mayor Pro Tem Lam and seconded by Council Member Chan, motion carried by the following vote:

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

Resolution No. 11902, entitled:

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE 2017
SIDEWALK REPAIRS PROJECT PURSUANT TO GOVERNMENT CODE § 830.6
AND ESTABLISHING A PROJECT PAYMENT ACCOUNT

**7. COUNCIL COMMUNICATIONS AND MAYOR/COUNCIL AND AGENCY
MATTERS**

Council Member Ing requested the meeting to be in the honor of his recently
passed sister, Suzie Ing.

Council Member Chan announced that the Women Club Fashion Show is on
Saturday March 18, 2017 and Mel Spira's memorial service will be held on March
19, 2017.

Council Member Liang clarified a statement he made earlier regarding his contract
negotiations.

Mayor Pro Tem Lam announced that he will be attending the Women Club Fashion
Show.

Vice Mayor Real Sebastian did not have anything to announce.

8. CLOSED SESSION

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 10:03
p.m. in the memory of Council Member Ing's sister, Suzie Ing.

Vincent D. Chang
City Clerk

**MINUTES
MONTEREY PARK CITY COUNCIL
SUCCESSOR AGENCY (SA)
SPECIAL MEETING
MARCH 20, 2017**

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, Monday, March 20, 2017 at 12:00 p.m.

CALL TO ORDER:

Mayor Real Sebastian called the meeting to order at 12:00 p.m.

ROLL CALL:

Interim City Manager Bow called the roll:

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

Council Members Absent: None

Also Present: Interim City Manager Ron Bow, City Attorney Mark Hensley, Director of Human Resources and Risk Management Tom Cody

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

None.

ORAL & WRITTEN COMMUNICATIONS

None.

NEW BUSINESS

None.

CLOSED SESSION - The City Council adjourned to Closed Session at 12:00 p.m.

1. CONFERENCE WITH LABOR NEGOTIATORS – GOVERNMENT CODE § 54957.6

City Negotiators: Ron Bow, Interim City Manager, Tom Cody, Human Resources Director

Employee Organizations: Bargaining Units Monterey Park Police Officers' Association (MPPOA); Monterey Park Professional Chief Officers' Association (PCOA), POA/Captains' Unit, Police Officer's Mid-Management Association (POMMA.)

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

RECONVENE & ADJOURNMENT

The City Council reconvened from Closed Session with all Council Members present.
The meeting was adjourned at 1:14 p.m.

Action Taken: No reportable action taken during Closed Session.

Vincent D. Chang
City Clerk



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council

FROM: Dan Costley, Director Recreation & Community Services Department

SUBJECT: Requesting a decision from the City Council on whether to approve or deny a proposal by Equitable Vitrines (a non-profit art organization) to place a statue (named Eve) halfway up the Cascades Park hill.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve or deny a proposal by the Equitable Vitrines non-profit art organization to place a statue (named Eve) halfway up the Cascades Park Hill, which includes providing all maintenance and all potential liability;
2. If approved, authorize the City Manager to execute a license agreement, in a form approved by the City Attorney, with Equitable Vitrines; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

On Tuesday, March 21, 2017, the Equitable Vitrines non-profit art group sent a proposal to the City asking to temporarily have a statue of 'Eve' placed halfway up the Cascades Park Hill, next to the waterfall (Attachment 1). This proposal is an alternative to the Equitable Vitrines original proposal to take out the current Athena statue at the top of the waterfall and replace it temporarily with the Eve statue, which has been created by Chinese artist Xu Wang. It is thought the material for the Eve statue is from the same area of China as the Athena statue was from, perhaps even from the same quarry.

Staff is requesting a decision from the City Council on whether to approve or deny the Equitable Vitrines proposal to have the Eve statue put up halfway up the Cascades Park hill.

BACKGROUND:

At the November 7th meeting of the Recreation & Parks Commission the two representatives of Equitable Vitrines spoke during the Oral Communications portion of the meeting regarding their group and their proposal to replace the Athena statue with an Eve statue for six to 12 months; because this was not on the agenda, no action was taken.

On December 5, 2016, Ellie Lee and Matt Connolly from the Equitable Vitrines non-profit art group made a proposal (Attachment 1) to the Recreation & Parks Commission asking to temporarily remove the Athena statue at the top of the Cascades Waterfall and to replace it with another statue created by an artist who would use granite from the same quarry that the Athena statue came from.

Staff had concerns about potential problems, which were outlined in a memo to the Commission (Attachment 2). At the January 10, 2017 special meeting of the Recreation & Parks Commission, the two representatives from Equitable Vitrines spoke again to the Commission requesting support for their proposal; after discussion by the four Commissioners in attendance, Commissioner Avila made a motion to make a recommendation to the City Council in favor of the project; Commissioner Chang seconded the motion and the four commissioners (Lee, Lau, Avila, and Chang) all voted in favor. Commissioner Bryant Yang was not in attendance (Attachment 3).

The Equitable Vitrines representatives (Ellie Lee and Matt Connolly) have been out in the community trying to secure support for their proposal, including making a presentation to the Historical Society of Monterey Park and prominent residents such as Thomas Wong; the Historical Society is not in favor of the proposed change to the Cascades (Attachment 4).

At the February 15, 2017 City Council meeting four residents spoke out against the project (during Oral Communications), and a petition against the proposal, with over 100 residents names on it, was submitted to the City Council (Attachment 5).

At the March 1, 2017 City Council meeting, during Oral Communications, Matt Connolly of Equitable Vitrines said his group would come back with an alternative for the City Council to consider. That alternative was sent to the Recreation & Community Services Department on March 21st. (Attachment 6). Staff then contacted Mr. Connolly about other possible locations for the art work – he stated the Equitable Vitrines' methodology is built around the concept of site-specific artworks; *'...each site demands a unique approach, and a unique artwork. Because of this, it does not make sense for us to consider placing Wang's sculpture at a different site.'* (Attachment 7)

In 1998 the State of California, Office of Historic Preservation registered Jardin El Encanto & Cascades waterfall on the State's Historic registry. Monterey Park staff contacted the Office of Historic Preservation staff to ask about the Equitable Vitrines proposal – they said they do not have any jurisdiction over the situation, but they said it is possible the designation on the Historic registry could be rescinded if the proposal changes the Historic nature of the Cascades.

There is also a question regarding a State grant for \$100,000 from the California Park and Recreational Facilities Act of 1984 to the City for the refurbishment of Jardin El Encanto; at some point after the project performance period (July 1, 1987 – June 30, 1990), El Encanto & Cascades were combined into a single facility; this may compromise the grant funds provided by the state.

FISCAL IMPACT:

All expenses for this project will be provided by Equitable Vitrines.

Respectfully prepared and submitted,



Dan Costley
Recreation & Community
Services Department Director

Approved By:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Original proposal from Equitable Vitrines
2. Staff Memo to the Recreation & Parks Commission regarding Equitable Vitrines Proposal
3. Minutes, Recreation & Parks Commission, Special Meeting, January 10, 2017
4. Historical Society letter against proposal
5. Petition against original Equitable Vitrines Proposal
6. Revised proposal from Equitable Vitrines
7. E-mail from Matt Connolly/Equitable Vitrines regarding alternative location
8. Mock up of Eve statue

ATTACHMENT 1
Original Equitable
Vitrines Proposal



Equitable Vitrines

Proposal for Public Art at Heritage Falls Park

Monterey Park Recreation and Parks Commission: Unanimous Vote Yes to recommend project to City Council (1/10/17)

City Council Presentation: April 19 or May 3, 2017

Equitable Vitrines proposes to partner with the City of Monterey Park to install a contemporary artwork in Heritage Falls Park for a duration of one year. The park, which opened in 1929 and is featured prominently in the City's official seal, is built around a tiered waterfall that features a marble statue of Athena at its apex. Upon meeting with the Monterey Park Historical Society, Equitable Vitrines learned that the current Athena was imported from China and installed in 2005, as a replacement for the original sculpture, which had been removed from the park decades prior.

Equitable Vitrines has invited Xu Wang, a Chinese artist who received his MFA from Columbia University after receiving an undergraduate degree in sculpture from Central Academy of Fine Arts, Beijing, to exhibit his sculpture "Eve" from his project "Xiawa and Dawei (Eve and David)", in the place currently occupied by the Athena statue. Wang, who has exhibited his work at The Jewish Museum, SculptureCenter, The Queens Museum, and Anthology Film Archives (all in New York), produced "Eve and David" at a quarry and statue factory outside of Beijing which, remarkably, is likely to have been the very site from which Monterey Park's Athena was sourced. Wang acquired two statues—an Eve, and a David—and proceeded to re-carve them, replacing their classical, European visages with the features of the two factory workers who originally produced them. By installing "Eve" in place of the Athena, Wang will provide Monterey Park's population—of which 70% is Asian, with a majority hailing from China—with a subtle though thought-provoking critique of our society's assumptions about beauty, originality, and the processes by which art (and other products) are produced and brought into our lives.

Equitable Vitrines, through a generous Michael Asher Foundation Grant, is prepared to cover the expenses related to shipping and installing Wang's artwork. Because it is Equitable Vitrines' mission to expand the public's understanding and appreciation of contemporary art, we are also putting a great deal of effort into outreach and education, specifically targeted toward the residents of Monterey Park and the San Gabriel Valley. We hope to work with representatives from LACMA, the Vincent Price Museum, the Chinese American Museum Los Angeles, and the Main Museum to strategize around outreach and programming to increase public awareness of the project. We would like to utilize the Monterey Park Bruggemeyer Library and a selection of other highly-trafficked local venues as sites for programming that will be exciting for budding artists and other interested citizens in the area. Equitable Vitrines has applied for funding from the Asian Cultural Council to cover Wang's travel expenses, so that he may be present in Los Angeles for the installation and opening of his exhibit and an artist lecture.

We are in conversation with The Monterey Park Historical Society about allocating space within the Historical Museum in Garvey Ranch Park for ongoing screenings of the bilingual short film that Wang made documenting the process through which "Eve and David" came into existence.

We believe that the value of Equitable Vitrines' project in Monterey Park is self-evident, and there is need for this type of open-minded exploration of issues pertaining to our increasingly multicultural society. Equitable Vitrines is confident in our ability to parlay Wang's intervention in Heritage Falls Park into a meaningful dialogue within Monterey Park and surrounding communities, especially with the blessing of our neighboring institutions. Equitable Vitrines is currently gathering letters of support and seeking community partnerships from institutions, businesses, and individuals of Monterey Park and Los Angeles County in preparation for our presentation to the City Council.

Project Supervisors

Ellie Lee
ellie@equitablevitrines.com 818-421-7974

Matthew Connolly
matt@equitablevitrines.com 603-560-5150

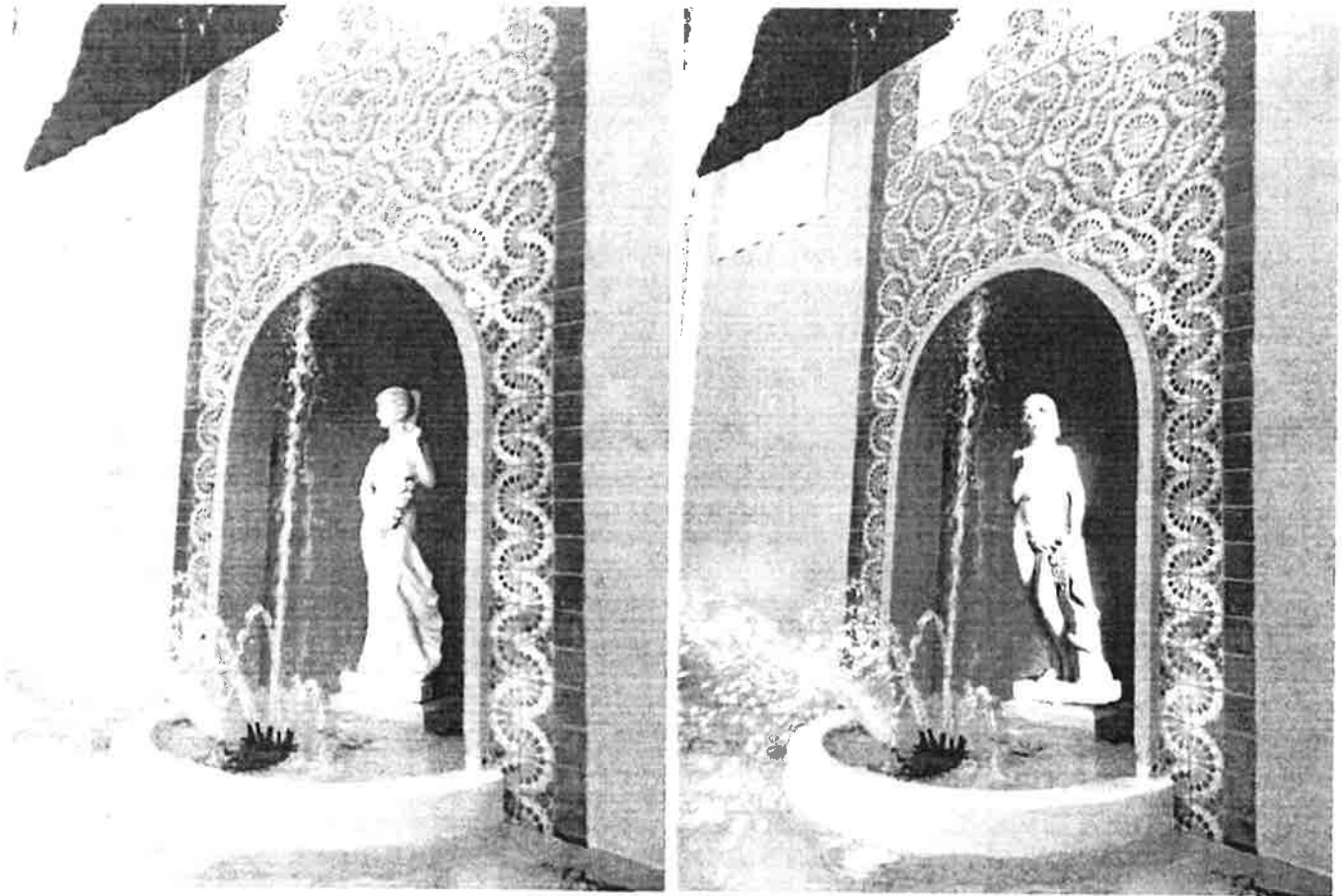
1) Google Street View of Heritage Falls Park and historic photo of Heritage Falls Park



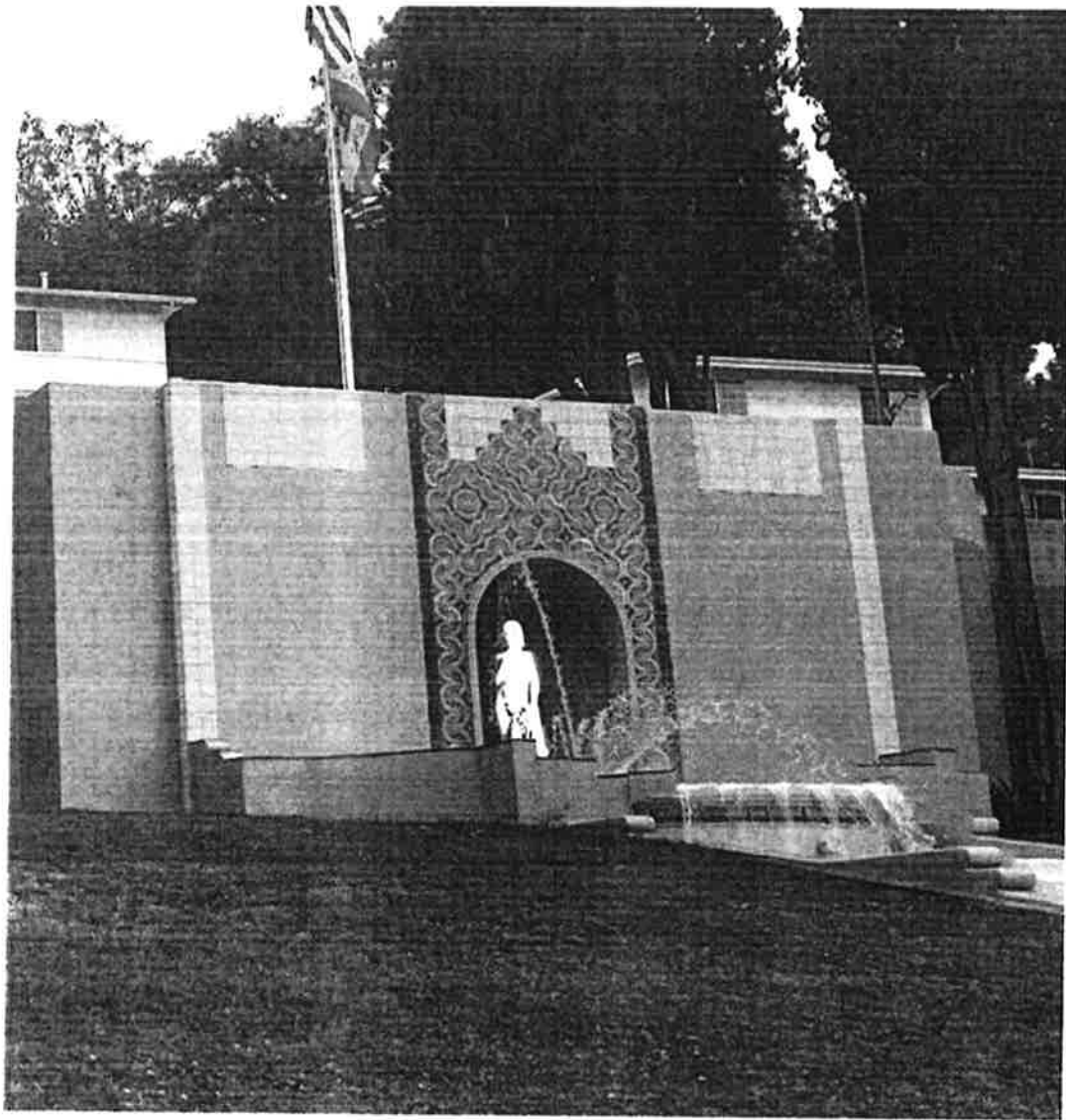
2) Historic photo of Heritage Falls Park, "The Cascades," Monterey Park, CA, 1930
(No sculpture in alcove)



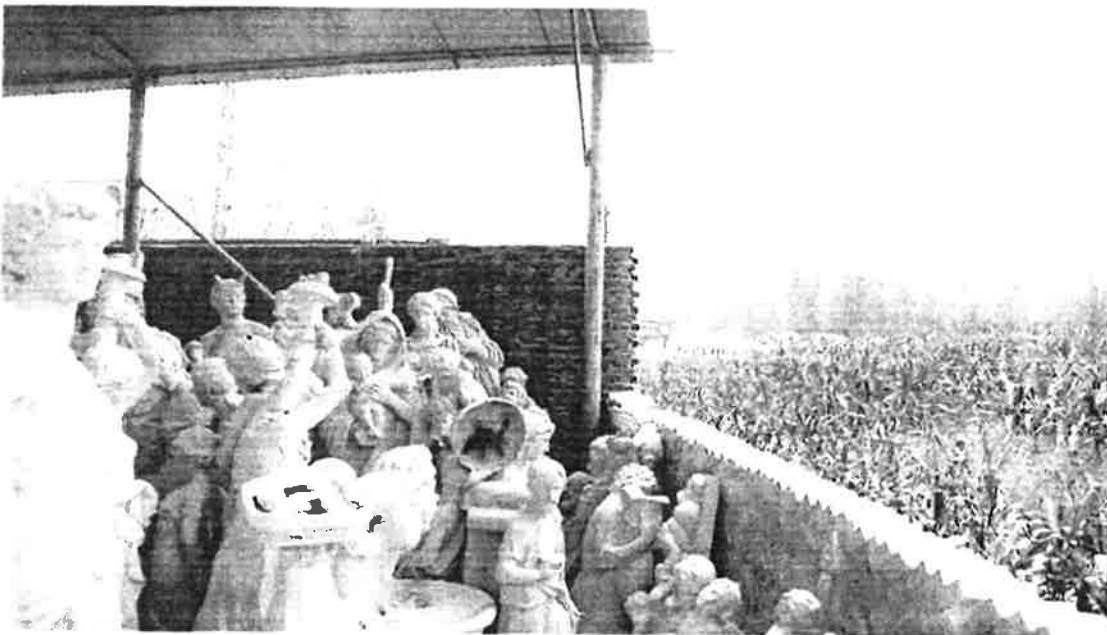
3) Before and After renderings of "Eve" inside alcove atop the fountain



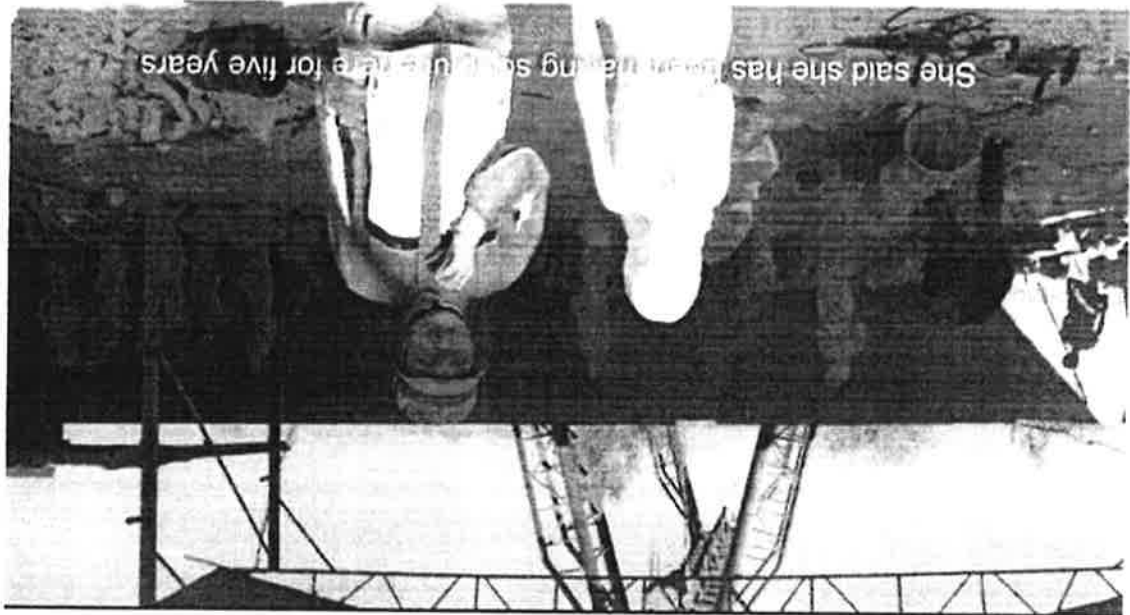
4)

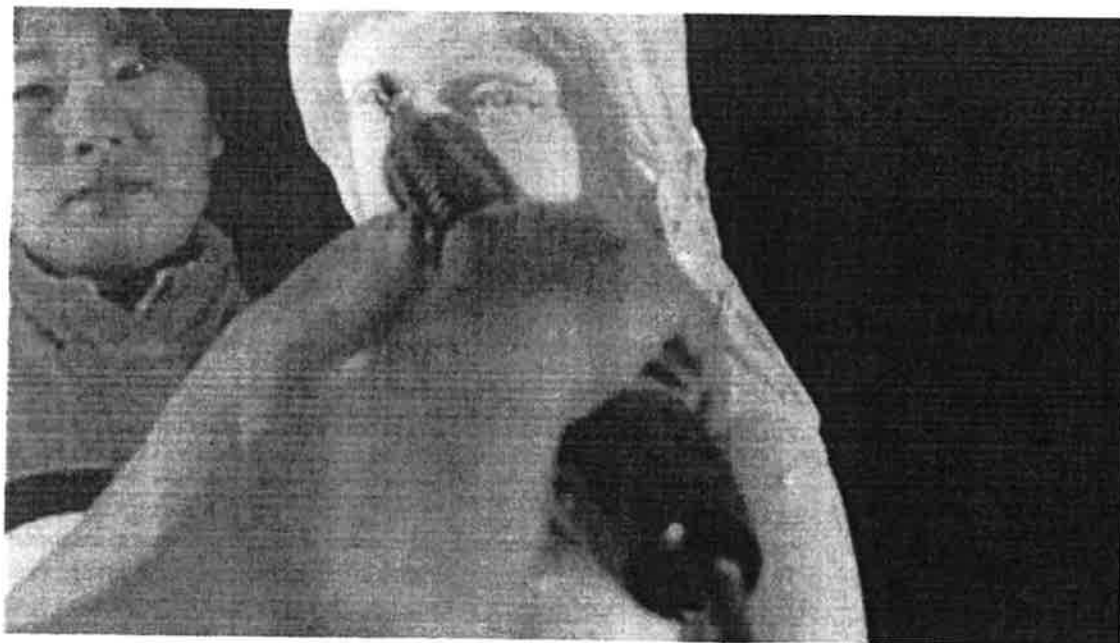
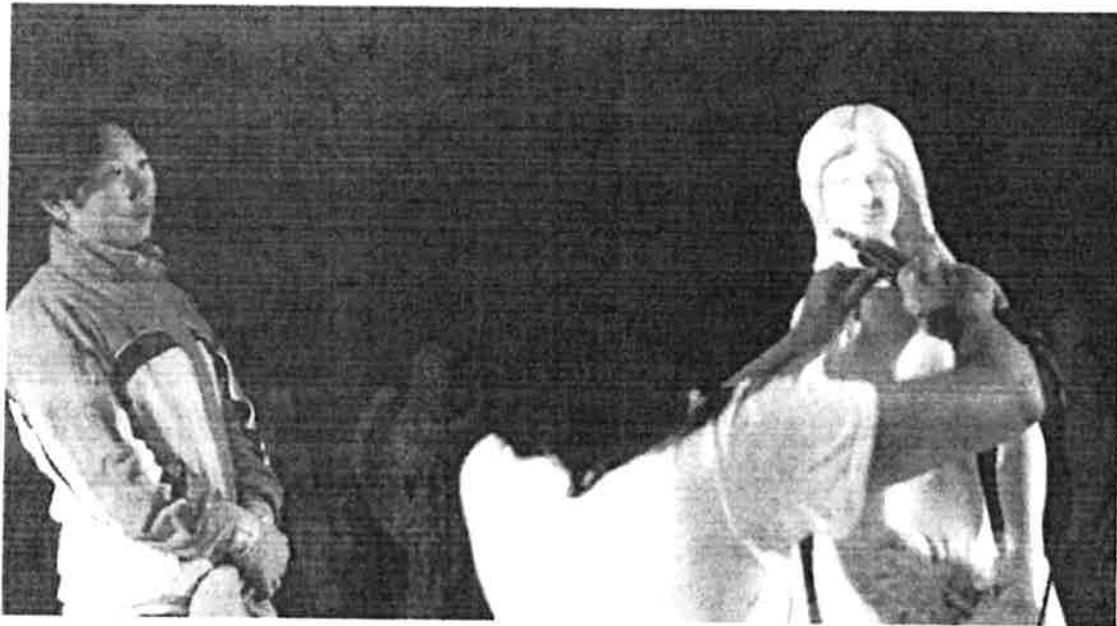


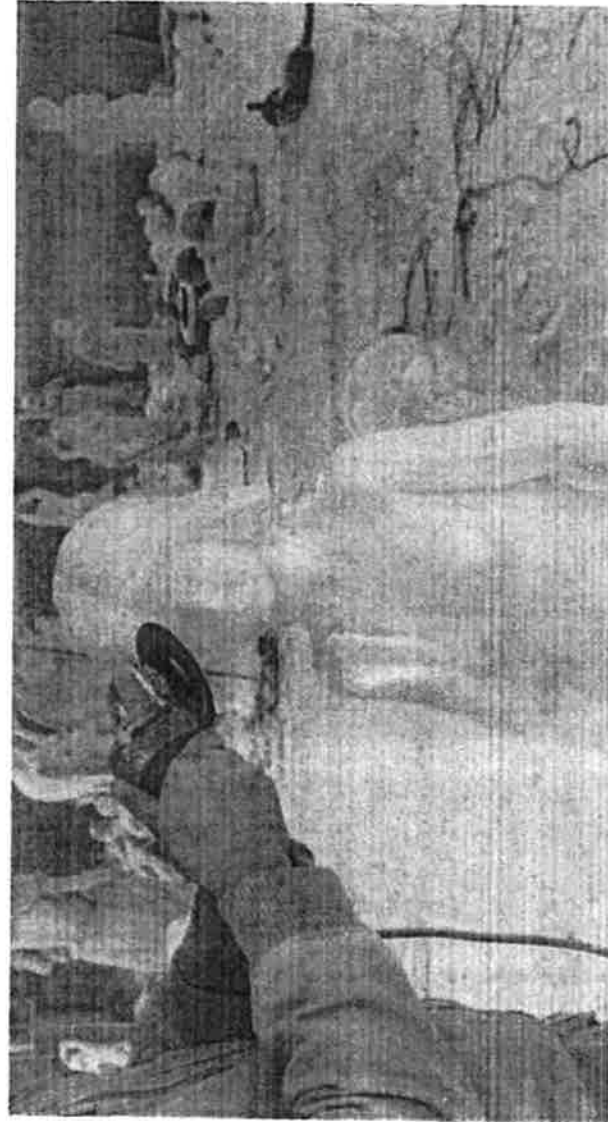
5) Stills from "Eve and David" film by Xu Wang





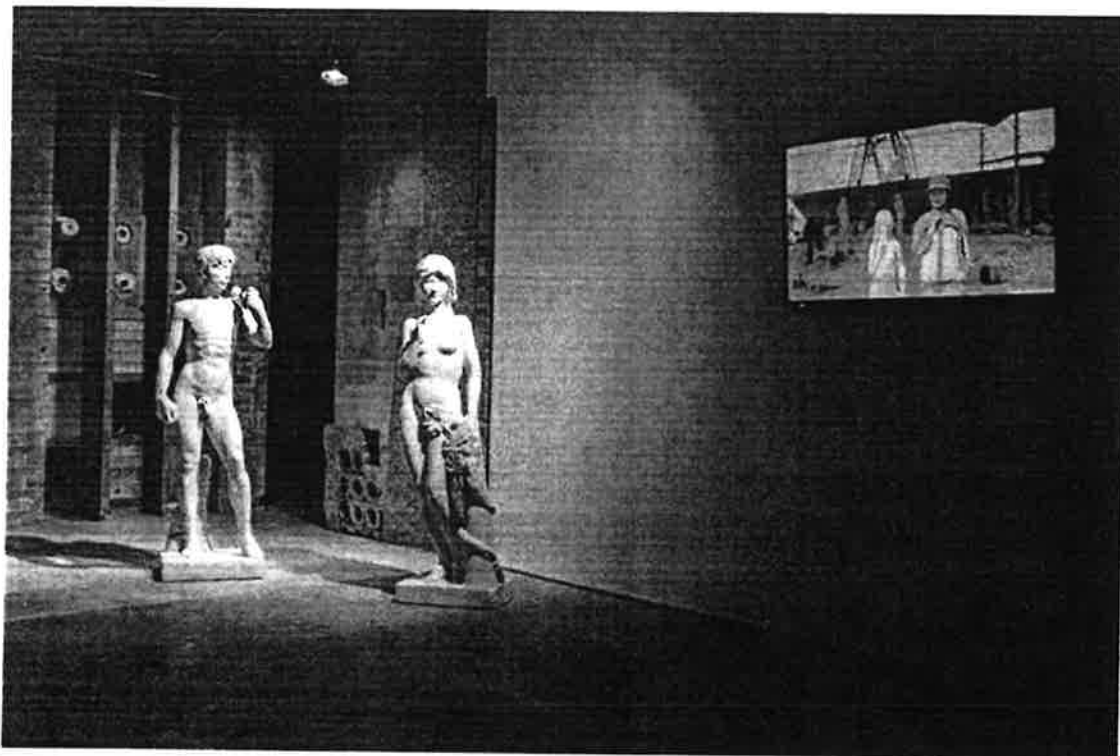








6) Xu Wang, Xiawa and Dawei (Eve and David), installation view, *In Practice: Under Foundations*, SculptureCenter, 2015. Marble sculptures and HD Video (12:14 minutes). 17 x 11 x 55, 22 x 15 x 58 inches (43.2 x 27.9 x 139, 55.9 x 45.7 x 147.3 cm).



ATTACHMENT 2
Staff Memo to the
Recreation & Parks
Commission regarding
Equitable Vitrines
Proposal



To: Recreation & Parks Commission

From: Dan Costley, Director, Recreation & Community Services

Subject: Proposal to temporarily remove Athena from Cascades waterfall and replace with another piece of art

At the November 7th meeting of the Recreation & Parks Commission, representatives from Equitable Vitrines made a proposal to temporarily remove Athena from the top of the waterfall and replace the statue with another art piece. Since this subject was brought up during oral communication, the commission was precluded from taking any action, except to add it on the next agenda, which was done.

Staff took some time to analyze this proposal to try to anticipate any problems that may occur. Following are some items for the Commission to consider:

1. As the city icon any changes to the waterfall may be resisted by the public. It is recommended the commission survey the residents for their opinion. The last time the commission dealt with an issue similar to this was regarding the placement of a dog park at Garvey Ranch Park; the public turned out in substantial numbers to address the issue.
2. Making changes to the waterfall may have long term affects – a new art piece may require designing a new nozzle, which in turn may affect the mechanical/water system (which could get complicated).
3. Allowing a change like this may set a precedent for other facilities; the commission may wish to consider a specific procedure if they decide to recommend this to the City Council.

ATTACHMENT 3
Minutes, Recreation
& Parks Commission,
Special Meeting,
January 10, 2017

**MINUTES
MONTEREY PARK RECREATION AND PARKS COMMISSION
Special Meeting
Tuesday, January 10, 2017**

The Recreation and Parks Commission of the City of Monterey Park held a Special Meeting of the Commission in the Community Room, located at 320 West Newmark Avenue in the City of Monterey Park, Tuesday, January 10, 2017 at 7:00 p.m.

CALL TO ORDER:

Chair Paul Lee called the meeting to order at 7:07 p.m.

FLAG SALUTE:

Chair Paul Lee led the flag salute.

SWEARING NEW COMMISSIONER: New member of Recreation and Parks Commission Doris Lau was swearing by City Clerk Vincent Chang.

ROLL CALL: Commissioner Lee, Avila, Chang and Lau
Absent: Commissioner Yang

ALSO PRESENT: Alhambra School Board Representative: Bob Gin

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

ORAL AND WRITTEN COMMUNICATIONS

Matt Connolly & Ellie Lee, from Equitale Vittrines spoke in regarding a proposal to temporarily remove Athena from the Cascades waterfall and replace it with another piece of art.

1. **PRESENTATION** - none
2. **CONSENT CALENDAR** - none
3. **OLD BUSINESS**
 - a. Leadership Program
Chair Lee reported, only 4 students present at last meeting. Due to scheduling conflict, Commissioners are considering changing to another day. Table to next month meeting for further discussion.
 - b. Equitable Vitrine Proposal

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

Matt Connolly from Equitable Vitrine reported that he had opportunity to speak with a few people in the community and most of contacts that he made had all shown positive support of their proposal. Mr. Connolly is going to continue and requesting the supporters to put in their comments in writing so that he put all documentation in packet and submit to City Council for consideration.

Motion: Moved by Commissioner Avila and seconded by Commissioner Chang motion carried by the following vote to recommendation to take to City Council:

Ayes: Commissioner: Chair Lee, Avila, Chang and Lau
Noes: Commissioner: None
Absent: Commissioner: Yang
Abstain: Commissioner: None

Director Costley will talk to City Manager about putting on a future council agenda, possibly in March or April.

- c. New Programs & Projects – Commissioner Avila suggested possible Park Passport - continuing to put on Agenda for next meeting for further discussion
- d. Dog Park – Staff reported the need to first identify a location - table to next month meeting for further discussion.
- e. Bench Program – Chair Lee reported 6' bench with a brass tag cost around \$2,000. Chair Lee is going to look for commercial sponsorship of \$10K to cover cost. Cost of table to next month meeting for further discussion. A question was raise if the sponsorship cover the lifetime of bench (City owned the property of bench) - continuing to put on Agenda for next meeting for further discussion.
- f. Adopt A Park - table to next month meeting for further discussion.

4. NEW BUSINESS

4A. Recreation & Parks Commission Minutes of December 5, 2016

Approve the minutes from the regular meeting of December 5, 2016

Action Taken: The Recreation and Parks Commission approved the minutes from the regular meeting of December 5, 2016.

Motion: Moved by Commissioner Avila and seconded by Commissioner Chang motion carried by the following vote:

Ayes: Commissioner: Chair Lee, Avila, Chang
Noes: Commissioner: None
Absent: Commissioner: Yang
Abstain: Commissioner: Lau

4B. Director's Status Report – Announcements

- a. **Schedule of Public Events** – what activities and reservations are scheduled for January and February 2017
- b. **Alhambra School representative** – no new report
- c. **Park Status Report** – Report on usage, graffiti and other vandalism and additional problems

5. Commission Communications

Highlands Park – Commissioner Lee

- No items to address; everything is in good order

Pine Tree Park – Commissioner Lee

- No items to address; everything is in good order

Barnes Park – Commission Lau

- No items to address; everything is in good order

Sunny Slopes Park – Commission Lau

- No items to address; everything is in good order

Bella Vista Park – Commissioner Avila

- No items to address; everything is in good order

Garvey Ranch Park - Commissioner Avila

- No items to address; everything is in good order

La Loma Park– Commissioner Avila

- Gate is open and unlocked

Sequoia Park – Commissioner Chang

- Pagoda is painted a different color than before

Edison Trails Park– Commissioner Chang

- No items to address; everything is in good order

Beth Ryan Park– Commissioner Chang

- No items to address; everything is in good order

Elder Park – Commissioner Yang

- No items to address; everything is in good order

Sierra Vista Park – Commissioner Yang

- No items to address; everything is in good order

Cascades Park – Commissioner Yang

- No items to address; everything is in good order

5. COMMISSION COMMUNICATIONS AND COMMISSIONER AND AGENCY MATTERS – None

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 8:37 p.m.

Dan Costley, Staff Liaison

Approved on _____ at the Recreation and Parks Commission

ATTACHMENT 4
Historical Society
letter against proposal

*The Historical Society of Monterey Park, Inc.
P. O. Box 272
Monterey Park, California 91754*

February 4, 2017

RECEIVED

FEB 14 2017

City Manager's Office
Monterey Park

Monterey Park City Council
320 West Newmark Avenue
Monterey Park, CA 91754-2896

Dear Council Members:

The Historical Society of Monterey Park met with Ellie Lee and Matt Connolly from Equitable Vitrines at our regular board meeting on Saturday, January 28, 2017.

They explained that their mission is to expose the community to public art and their proposal is to replace the Athena at the Cascades with a statue that they felt would be of interest to residents. It would be in place for one year.

While the idea of exposure to art sculpture is a unique idea, those of us on this board felt that the Cascades was not the ideal place for this project.

After many years of not having a statue at the top of the Cascades, Chuck Carter, then president of the Historical Society, was responsible for getting the Athena back in the niche. We feel very proud of that accomplishment.

We feel that as the "Cascades" is the focal point of our City logo, and the high point of our City, there should be no changes in it, because of its historical value to Monterey Park. Most of the residents, old and new, feel that it is there for us, and we are sure that, if there were such changes made, there would be many who would speak against the change.

Our suggestion has been to find another spot for this beautiful statue, but not at the Cascades.

(not in town)

Jan Shufen Sokhom, 2nd Vice-president

Jim Iwaki

Jim Iwaki, Treasurer

Marion Sumimoto

Marion Sumimoto, Secretary

Mara Valenzuela

Mara Valenzuela, Accession/Exhibit Committee

ATTACHMENT 5
Petition against
Equitable Vitrines
Proposal

**We are Opposed to the Removal or Replacement of the statue of
Athena from Cascades Park.**

If any group or organization wishes to install additional art work in the City of Monterey Park, there are over one dozen other parks, and possibly other open spaces in the City to choose from. The statue of Athena should **NOT** be removed or replaced either temporarily or permanently from her current location in Cascades Park. Athena is part of our history.

NAME	ADDRESS
Laverne Lugo	344 E. Francis Ave. in PK
Mona Lugo	" " " " "
Sharon Jorda	Monterey Park
Mattie Navarro	1104 Kempton Ave Monterey Park
Beatriz Bujones	1040 Bradshaw Ave MP
Jose Bujones	1040 Bradshaw Ave Monterey Park
Antonio Garcia	1000 Kempton Ave Monterey Park
Maria Garcia	" " " " "
Jose Navarro	1104 Kempton Ave M.P.
Eileen Young	1296 Punta Way MPK
John Young	1296 Punta Way MPK
Ricardo BRAVO	600 S.O. Lincoln in PK
Wendy Brand	" " "
Carl Brand	" " "
Ann Bravo	" " "
Sau Ching Y. Yip	650 S. Grandridge Ave MP 91754

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NAME

ADDRESS

Fidelia Klein	344 S. Chandler Ave, #B M.P.
Specialty Business Maria H. Wong	1801 Isabella Ave M.P.
Maria Elena Cuvantes	327 So. Chandler Ave, #B, M.P.
Barbara Ruff	10454 So El Monte, CA 91733
Xai H. Lee	2652 W. Lincoln Ave M.P. 91754
Andrew Flores	600 N. Atlantic Blvd. #525 91754
John Kavantz	301 DE LA FUENTE ST 91754
John W. Kusanatani	1332 Grandridge Ave 91754
ANDREW CASEY KITCHEL	1382 Grandridge Ave M.P. 91754
Jalores Rillos	118 B CASUDA CANYON DR 91754
Gloria Fernandez	1250 Langley Way 91755
David M Barron	801 Divina Vista CA 91754
JANEY YAM	306 E. Newmark Ave
Nancy Ishino-Stimore	426 S. Alhambra Ave
PHIL SMITH	1221 Loma Verde St. M.P.
	1300 GRANDRIDGE AVE M.P.

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Steven Klein	324 South Chandler Ave
Rita Aleman	1755 Robinlinda Lane MP
Marian Hallin	1540 Star Ridge Dr. NP
Katherine Torres	301 Coral View ST Monterey Park CA 91755
Catherine Wills	701 KINGSFORD T1754
Victoria Chao	1278 DORNER DR.
Ruth Mahler	1019 Garfield Ave LA 90022
Elizabeth Yang	1897 Oakgate Street MP
Fidelia Klein	324 S. Chandler Ave MP
Paulene Lemire	1148 Crest Haven Way MP
Emily Mays	1307 S. Edgewood Dr.
Maria Montanez	352 E. Graves Ave.
Freda J. Allen	1755 Robinlinda Ln.
Joselyn Gabriel	1939 S. Bradshaw Ave.
Bella Montano	352 E Graves Ave. MP.
Carol Sullivan	1590 Abajo Drive MP

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Theresa Almadon	301 De La Fuente St
John Richard	300 De la Fuente St.
James Ricci	301 De la Fuente St.
Marlene Delken	301 De la Fuente St.
John Ricci	461 Van Buren Dr.
Jane C Wallace	1855 CLIFF HILL DR.
Daniel Wu	2205 Guadalupe Ave. Monterey Park
Jamie Rodriguez	234 N. Moore Ave #15 M.P.U.
Dore Lewis	522 W HELENA AV.
Paul B. Perez	199 Williams St.
John B. Perez	2360 WESTCOTT AV.
Mr. D. Wu	878 ISABELLA AVE
John B. Perez	585 COLINA TERRACE
John B. Perez	1380 Emerald St.
John B. Perez	
John B. Perez	1908 S. GRANBRIDGE AVE.

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Julia Kawahira	Monterey Park
Virginia Beutlich	904 N. Scott Ave. Montebello, CA
Araceli Nava	Monterey Park
Brittany Cadzow	Monterey Park
Annie Cheng	Monterey Park Norwalk
Nancy Ramsey	San Gabriel, 91775
Andrea Young	Rosemead
Patricia Pang-Leong	Arcadia
Kora Mac	Arcadia
Christine Franco	Alhambra
Richard Chacon	MPK
Martine Chacon	MPK
Raul Duran	905 Loma Verde St. MPK
Rebecca Goni	Los Angeles
Hortensia Duran	905 Loma Verde St MPK

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Walter Deunman	1244 Auburn Place MCK 91754
SARKIS ANTONIAN	1918 MAGNOLIA DR
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Michael Schlegel	" "
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Patti Harreno	1142 Ridgeland Dr. MP 91754
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Lydia Gonzales	Monterey Park
J J Martinez	Downer Dr MP
Peeler M.	E. Beaver Ave
L. Leaks	Monterey Park
Kelly King	1339 Downer Dr MP 91754
Elmer Picasso	" "
Erica Picasso	Monterey Park
June Roda	Monterey Park
Meralene Espinoza	Monterey Park
Ann Farrow	Downer Dr MP
Theresa Dicken	Monterey Park

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Anne Cheng	Monterey Park Newmarket
Nancy Ramsey	San Gabriel, 91775
Andrea Young	Rosemead
Patricia Pang-Leong	Arcadia
Kora Mac	Arcadia
Christine Franco	Alhambra
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Kelly King	1339 Downer Dr MP 91754
Elmer Picasso	" "
Erica Picasso	Monterey Park
June Noda	Monterey Park
Megabone Espinoza	Monterey Park
Ann Farrow	Downer Dr MP
Theresa Dickson	Monterey Park

ATTACHMENT 6
Revised Proposal
From Equitable
Vitrnines

March 20, 2017



Equitable Vitrines

REVISED PROPOSAL FOR PUBLIC ART IN HERITAGE FALLS PARK, MONTEREY PARK

Timeline

1/10/17

The Recreation and Parks Commission of Monterey Park unanimously voted in support of Equitable Vitrines' proposal to temporarily replace the Athena statue at Heritage Falls Park with *Eve*, an artwork by Xu Wang. The Recreation and Parks Commission's approval was predicated on Equitable Vitrines' ability to demonstrate significant public support for the project.

2/15/17

A number of residents spoke during the "Oral and Written Communications" portion of the City Council meeting, expressing their opposition to Equitable Vitrines' proposal, stating "The statue of Athena should NOT be removed or replaced either temporarily or permanently from her current location in Cascades Park."

4/17

Equitable Vitrines requests the opportunity to present this revised project proposal to the City Council.

Proposal

- Temporarily install *Eve*, an artwork by Xu Wang, at Heritage Falls Park, halfway down the fountain from the Athena statue, which was installed in 2005.
 - The proposed placement of *Eve* at Heritage Falls Park, and its juxtaposition with the Athena statue is a deliberate choice made by Equitable Vitrines and the artist, Xu Wang, based on many conversations with community members, historical research, and a site visit by the artist in February.
 - The two sculptures, Athena and *Eve* were sourced from the same region—quite likely the very same quarry—in Quyang, China.
 - The artistic value of this public art project is based upon the temporary "reunion" of these sculptures.
- Equitable Vitrines has developed an un-intrusive plan for securely installing *Eve*. As the attached documents will confirm, *Eve* would be installed in a manner *that would require no permanent alteration of the fountain at Heritage Falls Park* (Please see preliminary drawing attached).
 - Insurance to cover cost of artwork will be taken out by Equitable Vitrines.

Outreach to Residents—Education, Appreciation, Critical Thinking

- With this public art installation, we aim to provide the basis for conversations about Monterey Park's rich history of diversity and inclusion, and to project these values into the City's bright future.

Recognized Support

- Representatives from the Vincent Price Art Museum (VPAM), Los Angeles County Museum of Art (LACMA) and Museum of Contemporary Art, Los Angeles (MOCA) have provided testimony in endorsement of the project's artistic merit.
 - Equitable Vitrines has received the support of Monterey Park's VPAM. In her letter of support, the Museum's director Pilar Tompkins Rivas states:



March 20, 2017

Equitable Vitrines

"It would be a gesture of inclusivity, open-mindedness, and progressive thinking to allow for the sculptures to coexist in the fountain for a limited period, with the aim of inspiring meaningful conversations about the invisible labor behind the objects we purchase globally, what it means to be a hospitable city today, and 'acceptable' depictions of beauty in public art."

- VPAM has offered Equitable Vitrines use of its auditorium and facilities for a series of education programming free of cost and open to the public (Eg. artist talk, panel discussion, film screening, educational workshops, stone carving with the artist).
 - We are in conversation with arts educators in the Garvey School District and will also receive support for educational programming from the Director of Education and Public Programs at MOCA, Los Angeles.

Opportunities- Exposure for Monterey Park- Recognition, Revenue, etc.

- No monetary cost from Monterey Park
 - Equitable Vitrines is prepared to provide complete funds for this project. Please see attached estimated budget.
- Art installation has the potential to draw visitors from within and outside of the City to Heritage Falls Park and surrounding businesses.
- Equitable Vitrines is confident in its ability to receive press for this art installation (please see attached press excerpts).

Public Values and City Identity

- Monterey Park's residents will have an exciting reason to connect with Heritage Falls Park and learn about its history.
- The artwork does not present a political stance or opinion—rather, it provides an opportunity for the consideration and discussion of a broad range of social and aesthetic issues.
- The artwork will connect 3 major local cultural resources and landmarks.
 - Spreads awareness about the city's incredible Vincent Price Art Museum and further establishes the Museum as free and inclusive.
 - Draws visitors to the Monterey Park Historical Society at Garvey Ranch Park.
 - Encourages the public to enjoy green space in the city.

PLACEMENT OF EVE IN FOUNTAIN AT HERITAGE FALLS PARK

(see also: "ATTACHMENT AND PLACEMENT PLAN")

Equitable Vitaines has developed an un-intrusive plan for installing *Eve* in the fountain at Heritage Falls Park. The sculpture will be secured to a waterproof, independent foundation that will sit upon the fountain's floor. No hardware will anchor into the fountain. The sculpture will be secured to the independent foundation using keyed, tamper-proof screws.

The independent foundation will be made out of marine plywood, painted to match the fountain's interior, and coated with a waterproof epoxy. All fasteners and hardware will be marine-grade and thus non-staining.

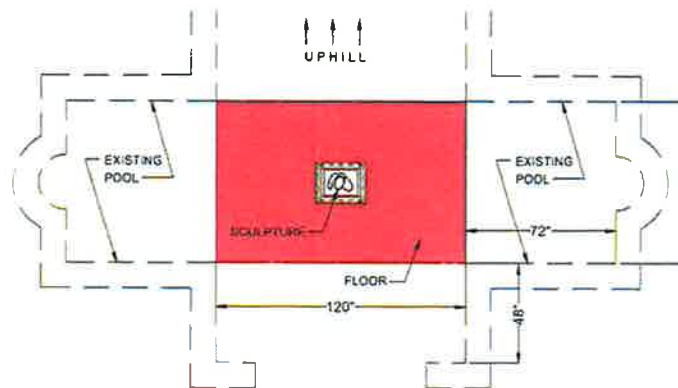




ARTIST'S CONCEPT

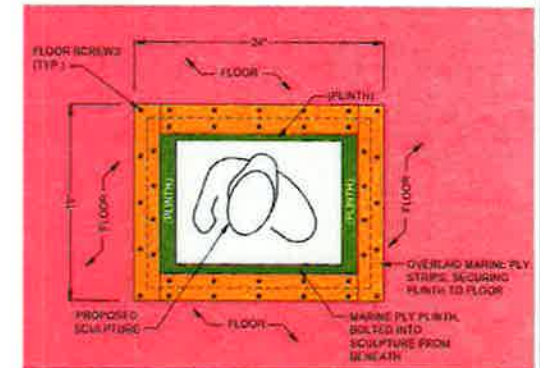


AERIAL VIEW

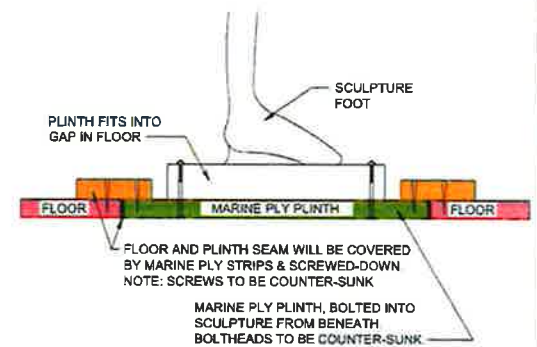


PLACEMENT OF SCULPTURE & FLOOR

FLOOR IS 1 5" THICK x 120" LONG x 78" WIDE MARINE PLYWOOD
 NOTE: MARINE PLYWOOD SHALL HAVE A WATERPROOF
 COATING - COLOR TO MATCH FOUNTAIN INTERIOR
 NTS



PLAN VIEW



TYPICAL SECTION



Equitable Vitrines

"EVE" SCULPTURE BY XU WANG ATTACHMENT & PLACEMENT PLAN

HERITAGE FALLS PARK,
 MONTEREY PARK, CALIFORNIA



ESTIMATED BUDGET

Category Items	Cost	Vendor	Donated By	Secured/Pending	Notes
Project Costs					
Shipping of Artwork	\$2,500	RW Holdart	Michael Asher Foundation	Secured	
Engineering Artwork Installation	\$2,000		Equitable Vittrines	Secured	
Fabrication	\$3,000		Equitable Vittrines	Secured	
Installation of Artwork	\$500	RW Holdart	Equitable Vittrines		
Insurance (Public Art Property, Public Art Liability)	\$500	Lockton Infinity, LLC	Equitable Vittrines	Secured	
Tri Language Artwork Description Plaques (English, Spanish, Chinese)	\$200		Equitable Vittrines	Secured	
Marketing					
Marketing Consultation	\$500		In-Kind Donation: Jessica Youn, Communications Manager, LACMA	Secured	Los Angeles Times, LA Weekly, Artforum, Frieze, Contemporary Art Review Los Angeles, World Journal, International Daily News, Chinese Today, Asian Weekly, Chinese Daily News, (Chinese) Monterey Park & West Valley Journal, The Monterey Park Press (English)
Design for Advertisements	\$500		Equitable Vittrines, Help LTD	Secured	
Email blast, Facebook, website promotion			Equitable Vittrines	Secured	
Bilingual print materials for Public Libraries, Schools, Rec. centers, etc.	\$300		Equitable Vittrines	Secured	

Events and Programming					
Opening Reception	\$500		Local Business Catering	Pending	
Artist Lecture, Panel Discussion			Vincent Price Art Museum at East Los Angeles College	Secured	Auditorium
Film Screening			Vincent Price Art Museum at East Los Angeles College	Secured	
Educational Programming			Vincent Price Art Museum at East Los Angeles College	Secured	
Artist Fee			In-Kind Donation: Xu Wang	Secured	
Travel Expenses for Xu Wang for Installation, Opening, Artist Lecture and Film Screening	\$3,000		Asian Cultural Council	Pending	
Total Project Cost	\$13,500				

Wednesday, March 1, 2017

To the Monterey Park City Council:

As the director of the Vincent Price Art Museum (VPAM) at East Los Angeles College, it is my duty to be cognizant of projects happening in our city that closely align with our museum's mission and philosophy, and to provide support and community partnership where appropriate. VPAM serves as a unique educational resource for the diverse population of Monterey Park. Through our exhibitions, collection, programming, and preservation efforts, we promote knowledge, inspire creative thinking, and deepen the understanding of and appreciation for the visual arts.

Equitable Vitrines' public art proposal for the temporary installation of Xu Wang's sculpture in the Cascades fountain at Heritage Falls Park is a thoughtful and invigorating project that will undoubtedly contribute to the enrichment of Monterey Park's residents. I am writing to express my support of this project and have confidence that it will be executed in a professional manner. Equitable Vitrines has clearly expressed its goals to catalyze conversations and provide educational programming in Monterey Park's community which encompasses the project's themes.

Xu Wang's *Eve* sculpture, a portrait of a female stone sculptor who works in a factory that mass-produces marble figures, was created at the very same quarry as the Athena sculpture currently housed in the fountain. It would be a gesture of inclusivity, open-mindedness, and progressive thinking to allow for the sculptures to coexist in the fountain for a limited period, with the aim of inspiring meaningful conversations about the invisible labor behind the objects we purchase globally, what it means to be a hospitable city today, and "acceptable" depictions of beauty in public art.

I have been a Monterey Park resident for four years and drive on Atlantic Boulevard daily. This subtle, considered, and temporary introduction of a new sculpture will bring many new visitors to the historic, oft-overlooked park. We have invited Equitable Vitrines to make use of our lecture hall for impactful programming that will be free to the public. All of us at VPAM hope that the City Council will vote in favor of allowing Equitable Vitrines to fulfill its mission to share contemporary artwork with populations that do not normally engage with art on a regular basis.

We fully support and look forward to having a compelling reason to direct thousands of ELAC students to Heritage Falls Park to experience a critical historical site and interact with an energizing public artwork.

Sincerely,



Pilar Tompkins Rivas
Director, Vincent Price Art Museum

SELECTED PRESS—XU WANG

3/20/2017

Review: Chinese Cultural Nomads Find an Oasis - The New York Times

The New York Times <https://nyti.ms/2jBleCr>

ART & DESIGN | ART REVIEW

Review: Chinese Cultural Nomads Find an Oasis

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By BARBARA POLLACK JAN. 12, 2017

Transnational is the new buzzword in curatorial circles, aimed at artists whose cultural identity is fluid, a hybrid of the many countries where they have lived, studied and now work.

Cici Wu, Ho King Man and Wang Xu are three such artists, who were born in China, educated in the United States and now call New York their home. In 2015 they turned their shared studio in Chinatown into an ad hoc alternative art space and impromptu residency program called Practice. Run on a shoestring budget that's covered by their income from part-time jobs, and with no website, Practice has attracted a word-of-mouth following among young international artists who, like the founders, lead nomadic lives.

"What we are trying to do is to find a new alternative to identity politics, to put our Chinese identity on a lower level and open ourselves to something more focused on the relationship between the three of us," said Ms. Wu, a recent M.F.A. graduate of the Maryland Institute College of Art who endearingly works artspeak into heartfelt statements about their mission.

<https://www.nytimes.com/2017/01/12/arts/design/chinese-cultural-nomads-find-an-oasis.html>

1/4

THE WALL STREET JOURNAL.

December 8, 2016

THE WALL STREET JOURNAL.

GREATER NEW YORK

Buildings Get Graffiti Chic

Residences in Queens and Brooklyn amp up their quotient of cool; struggling artists roam

By JONH BARANFEL

In the hipster-rich outer boroughs, the latest residential amenity isn't a swank gym, dog salon or movie room.

It is graffiti.

A few apartment buildings in Brooklyn and Queens have incorporated graffiti and street art in hopes of upping their quotient of cool.

PROPERTY

The latest entry: Graffiti House, an otherwise stately, seven-story limestone rental building on the industrial edge of Astoria, in Queens.

Permanent work from 19 street artists adorns cinder-block walls that surround the ground-level parking lot. And the elevator has been turned into a vertical exhibition. A floor-to-ceiling interior window in the elevator cab opens on a wall painted by a different artist on each floor.

"It is definitely out-of-the-box thinking," said Garrison Buxton, who curated the art at Graffiti House.

Graffiti and street art long ago seeped into mainstream fashion and marketing. Now a few residential-building owners are embracing it in hopes of appealing to the growing ranks of young renters who no longer yearn for a home in a Manhattan high-rise and want to steep themselves in the mystique of neighborhoods where struggling artists still roam.

At a four-unit walk-up condominium building at 1257 DeKalb Ave. in the Bushwick section of Brooklyn, where neighborhood graffiti abounds, Corcoran broker Daniel Cohen brought in local artists to dress up bare-white stairway landings.



The Graffiti House in Queens, above, and below right. Artwork inside a Brooklyn building, below left.



The artists sketched on the walls and used graffiti paint markers to depict Brooklyn scenes, including a graffiti-filled building.

At 66 Rockwell, a 44-story rental building that opened in 2014 in the Downtown Brooklyn Cultural District, the white hallways were a challenge, said Andrew Levison, a principal and director of acquisitions and asset management at Dermot Co. After spending heavily on amenities, the budget for decoration was limited.

So earlier this year, when competing rental towers were getting ready to come on the market, the company commissioned 19 artists to create an exhibition and permanent art installations along 18 long corridors in the building. It was called Hallway Hijack.

Some pieces were graffiti-like and others more abstract. On the 33rd floor, Xu Wang, an artist who lives in China and in Queens, created a large taxicab with radiant flowers growing out of the front seal. Nearby

were his small drawings of many taxis cabs from around the world, a homage to his father, who was a taxi driver in China.

The idea for Graffiti House grew out of the neighborhood. The building is on Welling Court, a small, elbow-shaped street near the East River and the center of a large street-art project organized by Mr. Buxton. Each June, artists paint or repaint 150 murals on building walls and other surfaces throughout the area.

News from... **NJFPR** Circulation: 1,337,483

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2017.02.03

2017.01.12-2017.02.12 47 Canal

纽约替代性艺术空间PRACTICE的三位主创何京闻、Cici Wu (武雨霏) 和王旭，在与自己空间相邻不远的47 Canal举办了群展，从集体性的、策展实践的考量，转向更私人化的、艺术创作的表达。展览标题的所指是从八十年代初期开始，出于防蚊、防尘、防盗的实用主义考量，而把阳台筑起护围加以封闭的习惯。这三种物件都处于变动状态，它们不受欢迎而被排除在外，是不被聆听的声音和不被观看的盲点。联系最近的美国时事：大选的后续、展览所在地纽约唐人街渐起的士绅化进程、移民禁令激起的风波，这些物象含蓄地指涉了少数族裔的身份、合法系统的内外差别、自我与他者之间矛盾复杂的关系等诸多问题。

三个人展示的作品皆创作于2017年，对各自熟练惯用的媒介进行了形式与意义上充分的探索。王旭接受了中美两国学院派的雕塑训练，作品《A Stand》(2017)以古希腊Kouros风格为参考。临摹西方经典是在中国学习雕塑的必经阶段，这种训练将个人对形状的认识与记忆与某种含糊的同西方的联系凝聚在一起。作品半风干的泥土质地显出未完成的手工感，壮硕健美的躯体略大于真人，且周身饱满结构而显得更像一具实用的衣架，这来自于王旭在制作过程中常常顺手往雕塑柄上捆子以便临时悬挂自己衣物个人习惯。作品便雕塑介于纯粹的艺术与可用的物品之间，有关艺术家与其造物之间关系的隐喻。

王旭对于学院派的实践有着自己的反思，他一直试图走出工作室进行创作，视频《雨前的夏风》(2017)拍摄于纽约上州暴风国王艺术中心 (Storm King Art Center) 的驻留期间，是将身体与创作置于旷野中的尝试：他收集山间的泥土和草木，经过混合、晒干等工序用作雕塑的原材料；还纪录了为艺术中心一位园丁塑造头部肖像的过程，两人在室外相对站立，他拿起一捆玉米须去描摹对方上唇的胡子，像一次被周遭的自然所覆盖的无声交谈。考虑到艺术中心正是以大型户外装置为其主要的收藏，视频中展现的人的行为大多是在为雕塑而做的准备，而所拍摄的自然环境也更像是一整片为雕塑而存在的基底。

Cici Wu带着自制的机器《外来物 #1 毛茸茸的光 (原型)》进入影院，收集了一部正在上映的剧情片《月光男孩》(Moonlight, 2016) 的光的数据。作品《近一点，近一点，爱情说》(2017)把这片被记录成不同色阶的灰白投影到展墙上，其明暗变化又被另一个感应装置接收，联动反映到悬挂着项链、衣袖、树叶和干草的一串物件，使它们随着“剧情”来回移动。这是一套已被抽象化的光的语言，正如人类的爱情与故事被抽象为电影屏幕上的色彩与图像的运动一般，艺术家将电影进一步抽象成光的起伏波动。机械装置与人一样，在理解和学习语言的过程中决定自身的反应与动作，再塑造和谐与出新的故事。在展陈上，她的装置像一个微缩的单人影院，折叠软座正对前方投影，挂在头顶的项链与看电影时心头常有的悬而不决相遇感——为流动的影像注入了具态可感的形状，那是机器诉说的细语，和光亮照出的剧场。

何京闻以诗歌创作为主要实践，但他只展示了一首自己的创作，以展览资料所附的作品列表的形式——《血的味道去不了，把时间榨出汁来》(2017)：标题也是整组装置的名称，四行诗句则被分别冠名到手书(他与凯西·罗宾斯共同翻译了任航的诗集)、雕塑装置(诗集被放置在近一米高的仿榉木盒中)、气味(基于自制辣椒酱而成的香水)和现成品(经过切割的黄铜浇花壶喷嘴花洒)这四个物件上。诗无影无踪，又像展示的气味那样蔓延到空间中的一切。这让人想起马拉美对诗歌的理解：“逐个征服词语，从而征服偶然”，而在何京闻这里，或许是在逐个发明偶然，从而发明诗歌。

尽管看起来像是躲在他人话语和晋溯的物品背后，艺术家的语焉不详其实直白坦承：特制辣椒酱是外祖父的秘方，而从他的辞世开始，何京闻经历了十年既像惩戒也像修行的生活——“人有时感受不到自己体内的器官”——身体内部的虚无被总结到创作当中，使作品中的种种性暗示显出了“血味”。比如任航文字中荷尔蒙的躁动与旺盛与其摄影作品相一致，但作为文本的译者，何京闻的自我反思则多出了克制与痛苦，他在词语的转化和编织中梳理着私人记忆。

如果达成共识是困难的，那么诉说是否仍然必要？展期恰逢动荡的美国时间，各种反抗示威游行从某种程度上来说提供了一种有力的表达。三位艺术家则从小而具体的出发点着手，他们并没有用亢奋的热情去回答这个难题，而是他们展现了一种可能的和谐，一种各自保有独立但仍能共同栖居的务实。是何京闻实践的日常诗意，是Cici Wu引用福柯所说的“无形的友谊 (formless friendship)”，也是王旭对艺术的理解——“艺术是一次又一次的私人旅行”。

一文/顾凌凡

1/29/2017

Highlights 2015 - Jonathan Griffin | Frieze

FRIEZE.COM

CRITIC'S GUIDE - 11 JAN 2016

Highlights 2015 – Jonathan Griffin

Anne De Vries, Lee Mullican and William Pope. L: Jonathan Griffin shares his highlights from 2015

BY JONATHAN GRIFFIN



According to the East Coast press, Los Angeles is all in a tizzy over the recent renaissance in its commercial gallery scene. But the cavernous bow-truss warehouses beside the LA River, where many of these New York or European transplants have set up shop, were not really where the action was in 2015.

<https://www.frieze.com/article/highlights-2015-%E2%99%A1-jonathan-griffin?language=de>

1/29/2017

Highlights 2015 - Jonathan Griffin | Frieze

Aside from some really splendid institutional shows (a fortuitous succession of which – William Pope. L at MOCA, Charles Gaines and Mark Bradford at the Hammer and Noah Purifoy at LACMA – happened to feature black artists) what really impressed me this year were the exhibitions thriving in the less expected nooks and crevices of the city.

A barnlike garage behind a grand craftsman home in the Harvard Heights neighbourhood is the unlikely location of the gallery Reserve Ames, run by curator and artist Ben Echaverría. In the Spring, he mounted an exhibition by married couple Jenny Monick and Gedi Sibony; in the autumn, he invited curator Laura Fried to curate an encounter between work by Jay Heikes and Dieter Roth. Every visit to Reserve Ames is a revelation. Long may it prosper.

A few blocks to the west, Michael Thibault has been modestly hosting some of the city's most uncompromizingly ambitious exhibitions at his small eponymous gallery. Shows by Tobias Spichtig, Olga Balema & Anne De Vries, and most recently Bill Jenkins & Chadwick Rantanen (a two person show that felt like a collaboration) introduced me to work from far and wide that felt fresh and vital.

In a former hair salon in Beverly Hills, the gallery Equitable Vitrites (which normally occupies vitrines in the lobby of Koreatown's Equitable Life Building) hosted a generous survey of extraordinary work by Lee Mullican titled 'Shatter Special'. Ceramics from the 1960s to the 90s were arranged alongside paintings and abstract photographs. Most striking of all, however, were the wild computer drawings that Mullican made in 1987, projected onto the wall.

<https://www.frieze.com/academy>

<https://www.frieze.com/article/highlights-2015-%E2%99%A1-jonathan-griffin?language=de>

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CRITICS' PICKS

CURRENT PAST

New York

Vija Celmins
Paul Chan
Arthur Russell
"Evidentiary Realism"
Ken Tisa
"Rotative Repository of Latin American Video Art: Mona Canal"
Ron Gorchov
Jeremy Couillard
A. K. Burns
Jochen Klein
Eleanore Milks
"Inventing Downtown: Artist-Run Galleries in New York City, 1952–1985"
Anne Ryan
Jonelhas de Andrade

Los Angeles

"Escape Attempts"
Anna Craycroft
Sarah Ormeyer

San Francisco

Toyin Ojih Odutola
David Ireland and Virginia Overton

Atlanta

Lonnie Holley

Boston

"The Artist's Museum"

Buffalo

"Mabel Dodge Luhan & Company: American Moderns and the West"

Champaign

Zina Saro-Wiwa

Chicago

"One Day This Kid Will Get Larger"

Dallas

Carey Young

Fort Worth

Stanley Whitney

Kinderhook

Andres Serrano

Milwaukee

Jeffrey Gibson

Minneapolis

"Question the Wall Itself"

Saint Paul

Ken Gonzales-Day

Seattle

Los Angeles

Jennifer Moon

EQUITABLE VITRINES
3435 Wilshire Boulevard
December 19, 2014–February 20, 2015

Jennifer Moon's revolution, if not exactly televised, at least involves a few live feeds. One of two long glass cases at Equitable Vitrines, built into the lobby of Koreatown's skyscraping Equitable Building, houses a row of flat-screen monitors linked to cameras in Moon's apartment. "How can we really see a person?" asked Moon at a recent panel. "How can I really see myself?" Putting yourself under surveillance is certainly one approach. 24/7 views of kitchen, hallway, bedroom, bathroom (a tasteful angle), even her car, aim to strip pretense, drop guard, open the private to "unmediated" public view. On one occasion, we see the artist squat by her dog's bowl to check her phone; on another, she belts out Katy Perry at her laptop.

Lines from Fleetwood Mac, Michael Jackson, Perry decorate the glass, too: a manifesto for a revolution built on pop-song love—and just as heartbreakingly hard to actualize. Around the corner, a speculative science-fair display of green poster boards illustrated with CCTV cameras and headshots of Continental philosophers argues for a "Panopticon of love." For Moon, our own feelings of inadequacy are what trap us in tragically private lives. But the definitions of acceptable behavior vary widely—as is made clear by a plaque that reads, in part, "Jennifer has made alterations to her natural way of being out of respect for the management's request that there be no nudity." Would that it were so easy to retool oppression as self-scrutiny. At the far right of the posters sits the most clear formulation of Moon's wistful philosophy of exhibitionist self-love: a cutaway model of a eukaryotic cell captioned with a little plastic tab: "Cell, please love me." Equitable warden, please set me free.

— Travis Diehl



Jennifer Moon, *Will You Still Love Me: Learning to Love Yourself, It Is The Greatest Love Of All*, 2014, monitors, computers, cables, headphones, headphone amplifier, headphone holders, vinyl listening, dimensions variable





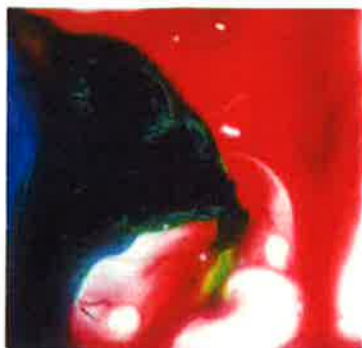

 PERMALINK COMMENTS PRINT

← return to current picks

Yunhee Min

EQUITABLE VITRINES

One's initial impression of Yunhee Min's new work, an intervention of poured paint and fluorescent light onto two long, normally transparent vitrines installed in the lobby of the Equitable Life Building—an iconic, if somewhat long-in-the-tooth skyscraper in Koreatown—depended a great deal on how (or when) one first came across it. If the lights happened to be switched off (as they were at regularly timed intervals), *Luminare Delirium* (Equitable Life or soft machine), 2015, displayed a milky, matte opacity, obstructing or deflecting one's view of the vitrines' interiors with turbid, tainted whites, shadowed by hints of darker, more vivid colors swimming just behind. But if the cases' hidden



Yunhee Min
Luminare Delirium
(Equitable Life or
soft machine)
detail, 2015. enamel
and fluorescent
lights, opaque, tinted,
tinted glass panels, in
two vitrines with black
frames (detail)
MCA—24 x 26

fluorescent tubes were set aglow, those same soiled, opaque whites blazed into translucency, revealing brilliant layers of liquid color, and transforming this patch of corporate interior into a minor phantasmagoria of stained glass: Viscous, chemical yellows bled into inky blue-blacks and absinthe green; shades of red suggested a continuum between maraschino wrap and stage blood.

In previous paintings and installations, the Korean-born, Los Angeles-based artist has made use of unclaimed custom house paints, and some of the most striking hues seen here called to mind the Home Depot reject shelf. A glass panel

that looked innocuous, even sunny when unlit—a bit of vernal green here, some goldenrod smudged into a meringue of dirty white—gleamed like a tortoise-shell sconce when its internal lights were switched on, becoming a backlit swirl of duncy brown marbled with moss green and chewing-tobacco spit. Min has a knack for this sort of experimentation with color, materials, and perceptual play. She also has a history of installing her work in surprising, liminal places: For “Out of Bounds (I’m Near and Afar),” a 2003 solo exhibition at the Yerba Buena Center for the Arts in San Francisco, she not only added polychromatic bands of color to the gallery’s steps and facade but wrapped one of the city’s public buses in them as well.

A visitor’s initial response to the exhibition probably also hinged on her degree of familiarity with the venue in which it was installed. Equitable Vitrines has, since 2014, operated as a curatorial project space periodically occupying the two long, empty vitrines of the Equitable Life Building. These glass cases have played host to four exhibitions in the past few years, occasionally accompanied by performances in the resonant, marble-floored lobby. But unlike previous artists, who played with the cases’ interiors, Min opted to fiddle with their skins, pouring enamel paint in sensuous, entangled layers onto flat glass plates whose specs precisely matched those of the vitrines’ glass panels; once dried, the painted sheets were installed in place of the original panes, with their painted surfaces facing inward toward fluorescent tubes connected

to timers that were carefully programmed so that the permutations appeared infinitely variable. Each viewing of these works was, by design, partial and contingent on the time of one’s visit. To experience every possible permutation of Min’s light works, one would have had to camp out by the vitrines for days. During daytime hours, when the lobby receives its heaviest traffic, the timers were set to cycle through slow rhythms that subtly interacted with passersby, occasionally even arresting the ebb and flow of foot traffic within and around the building at night they clicked on and off in even, extended durations.

The “soft machine” of the work’s subtitle was perhaps more a nod to Robert Wyatt’s prog-rock group than to the William Burroughs novel from which the band took its name. Turned on, Min’s radiant panes invariably called to mind the ecstatic projections of 1960s psychedelic rock son et lumière. But Equitable Life is no swinging London; Min’s light show was served chilled, quiet, and the low click and shuffle of foot traffic. It offered a private reverse, reliably interrupted by the inhuman switch of the timer. Min has said of her work across multiple mediums that “one [medium] is always pointing to the other,” and much the same could be said of the way she worked with color, light, and duration in this installation. There was a deictic logic to the work that addressed the viewer. Hold this image in mind and wait for that other one.

—Alexander Keefe

Artist Jennifer Moon drives around LA for inspiration

By Jennifer Moon



[Jennifer Moon](#) was one of the breakout artists at this year's [Hammer Museum](#) [Bloom](#) at the Hammer Museum. The artist won the exhibition's Public Recognition Award — the only one voted on by the public.

[Jennifer Moon](#) is a performance artist who has been exhibiting her work in various galleries and museums. She is also a writer and a producer.

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3/20/2017

How Two Filmmakers Captured the Process of Dying



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Two Filmmakers Captured the Process of Dying and Turned It into an Immersive Experience



ARTSY EDITORIAL
BY MAXWELL WILLIAMS
SEP 13TH, 2016 10:46 PM



Image courtesy of Equitable Vitrites.

So this is what purgatory feels like. We're sitting on the 27th floor of a modernist slab of concrete in Los Angeles called the Equitable Life Building. Its name comes from the life insurance company. "Please enjoy the view," says a young, androgynous guide, dressed in modish-cum-cultish flowing gray clothing and wearing a tail haircut. We've

<https://www.artsy.net/article/artsy-editorial-how-two-filmmakers-captured-the-process-of-dying>

1/15

ATTACHMENT 7
E-mail from
Matt Connolly/Equitable Vitrines
regarding alternative location

Costley, Dan

From: Matt Connolly [connnnolly@gmail.com]
Sent: Monday, April 10, 2017 11:04 AM
To: Costley, Dan
Cc: Ellie Lee
Subject: Re: Equitable Vitrines

Dan,

Equitable Vitrines' methodology is built around the concept of site-specific artworks. Our process begins with the identification of a site that is of interest to us (in this case, the Cascades). We conduct research on the history of the site and surrounding areas, and develop a proposal that is oriented specifically toward that site, and that site alone. We are comfortable directing a significant portion of our organization's resources toward a given project, because we have invested the necessary time and thought to ensure that the project will have a significant impact--among populations in close proximity to the site, and beyond. If we had built a proposal around a different site in Monterey Park, it is unlikely that we would have elected to exhibit Xu Wang's *Eve*--each site demands a unique approach, and a unique artwork. Because of this, it does not make sense for us to consider placing Wang's sculpture at a different site in Monterey Park. We currently have projects in development in Van Nuys and Santa Fe Springs, so if we are unable to realize our project at the Cascades, we will, in all likelihood, turn our attention and our resources toward a different community in LA County.

Not that you asked, but the one issue that we have been--and continue to be--flexible in regard to, is the duration of the proposed installation at the Cascades. That is absolutely something that we are willing to discuss with the City Council.

Matt

On Fri, Apr 7, 2017 at 11:11 AM, Costley, Dan <DCostley@montereypark.ca.gov> wrote:

Matt –

I am working on a staff report for the City Council for the April 19th meeting regarding your latest proposal. I have a couple of questions if you have the time:

- Was the Vincent Price Museum considered as a display location?
- Were any other parks or facilities within the City considered?
- If the City Council or staff recommended another location, would your group be open to that?

I don't know if you had an opportunity, but the subject did come up again during Oral Communications at the April 5 City Council meeting

<http://www.montereypark.ca.gov/133/City-Council-Meeting-Videos>

Dan Costley

Director

Recreation & Community Services Department

320 W. Newmark Avenue

Monterey Park, CA 91754

626-307-1497

dcostley@montereypark.ca.gov

From: Matt Connolly [mailto:matt@equitablevitrines.com]

Sent: Tuesday, March 21, 2017 10:15 AM

To: Costley, Dan

Cc: pauldukelee@gmail.com; Ellie Lee

Subject: Re: Equitable Vitrines

Hello All,

Please see Equitable Vitrines' revised proposal for public art in Monterey Park. We are happy to answer any questions--or consider any feedback--that you might have.

Once again, we are requesting that this item be placed on the agenda for the first meeting in April.

We would also like to know, as soon as possible, if we will have the opportunity to make a presentation to the City Council, as we were initially told we would.

Thank you, and please keep us in the loop.

Best

Matt

603-5605150

On Wed, Mar 15, 2017 at 1:33 PM, Matt Connolly <matt@equitablevitrines.com> wrote:

Thanks Dan, we are finalizing our revised proposal and will have it to you by Monday.

Matt

On Mon, Mar 13, 2017 at 4:43 PM, Costley, Dan <DCostley@montereypark.ca.gov> wrote:

We would have to consult with the City Manager, who is out of the office.

We would need information on what is being proposed, moving forward.

Dan Costley

Director

Recreation & Community Services Department

320 W. Newmark Avenue

Monterey Park, CA 91754

626-307-1497

dcostley@montereypark.ca.gov

From: Matt Connolly [mailto:matt@equitablevitrines.com]

Sent: Monday, March 13, 2017 3:27 PM

To: pauldukelee@gmail.com; Costley, Dan

Cc: Ellie Lee

Subject: Equitable Vitrines

Hi Dan and Paul,

I'm writing to inquire about scheduling the City Council's consideration of Equitable Vitrines' proposal. Can we be placed on the agenda for the first meeting in April?

I would also like to know whether or not Equitable Vitrines will have the opportunity to make a presentation to the City Council. At the Parks and Recreation Commission meeting when the vote took place, we were told that the next step would be for us to make a presentation to the City Council. However, when we met with Dan last month, he informed us that it would be his responsibility to compile a "Staff Report" which the Council would consider, and that if inclined they would ask us questions. As it was our initial understanding that we would have the opportunity to present, we have been preparing to do so. We would like to have the opportunity to make our case directly to the City Council.

Please get back to me at your earliest convenience.

Best

Matt

--
<http://matteconnolly.co>
www.equitablevitrines.com

ATTACHMENT 8
Mock up of Eve Statue





City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
VIA: Ron Bow, Interim City Manager
FROM: Tom Cody, Director of Human Resources and Risk Management
SUBJECT: Adoption of a Resolution of the City Council of the City of Monterey Park, California Approving and Adopting the Memoranda of Understanding between the City and the Monterey Park the Monterey Park Police Officers Association fixing the rate of compensation and other terms and conditions of employment for represented employees for the term July 1, 2016 to June 30, 2018.

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution approving implementation of the Memoranda of Understanding between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA); and
2. Authorize the expenditure of \$329,000 for the 2016-2017 fiscal year, and amend the 2016-2017 Budget accordingly; and
3. Approved Side Letter #1 for the Monterey Park Firefighters Association 2016 – 2018 Memoranda of Understanding.
4. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Representatives of the City of Monterey Park have meet on numerous occasions with representative of the Monterey Park Police Officers Association (MPPOA) regarding wages and employment benefits. The results of these negotiations are contained in the attached Memoranda of Understandings (MOU's), which is being presented to the City Council for approval and adoption of an implementing Resolution.

The Memoranda of Understandings contain the following as summarized:

- 5% Salary Schedule increase – 7/1/16
- 5% Salary Schedule increase – 7/1/17
- 2.5% Salary Schedule increase – 1/1/18
- Medical increase of \$50 after June 30, 2017 and \$50 after January 1, 2018
- Longevity of \$100 for 20 years, \$350 for 25 years
- Dental increase of \$10 after June 30, 2017 and \$10 after June 30, 2018
- Total 2-year contract is: \$1,203,195

The City has come to terms with the POA Captains' Unit and continues to meet with the representatives of the Monterey Park Police Officers' Mid-Management Association to reach a contract agreement at this time and staff plans to bring either one or both of these MOUs to the Council at their May 3, 2017 meeting.

BACKGROUND:

The 2014 – 2016 MOU with the MPPOA expired on June 30, 2016. The provisions of that MOU continue until a successor MOU is approved.

The City has endured fiscal difficulties and challenges for nearly the past decade due to the gripping economic recession the nation has suffered which hit especially hard in California. In addition, the City has absorbed every increasing pension cost. The impact here in Monterey Park beginning in 2010 resulted in a 17% layoff of non-safety employees and a 43 month 10% furlough for the remaining approximately 161 non-safety employees. Also in 2010, a two year salary reduction occurred for some safety groups and as well as all employees picking up the cost of the employee portion of their CalPERS retirement costs in 2012. For safety employees this resulted in the employees absorbing 9% of their retirement costs. There has been no salary schedule increases or cost of living adjustments since 2010. The City did increase employee benefits during this time period during the contract period of 2014-2016 for safety employees and 2015-2017 for non-safety employees; the City issued one-time cash payments of 3% of annual salary for both years of each of these respective contracts. As a result of this economic contraction and subsequent no salary rate adjustments, the compensation rates for the members of some safety classifications fell behind regional averages of similar sized full service cities. This contract is intended to increase compensation levels to a regionally competitive level.

Contract negotiations this year generated much discussion of past public safety contracts. A summary of MOUs since 2008 for the two largest safety associations, the Monterey Park Police Officers' Association and the Monterey Park Fire Fighters' Association, is attached to this report. While the City's financial condition has improved as the California economy has slowly recovered, the change has been gradual. The City does have some encouraging commercial developments which when developed will provide additional General Fund revenue to the City through hotel transient occupancy tax (TOT) and sales and property tax revenue.

The 2016 -2018 Monterey Park Fire Fighters' Association (MPFFA) MOU contract approved by Council in October 2016 included a reopener clause that would reopen negotiations if negotiations with other safety groups included significant differences than their negotiated contract. The MPFFA shared the same circumstances of their salary ranges falling behind regional averages approximately equivalent to the MPPOA. Therefore, city representatives have met with representative of the MPFFA and have proposed adjusting their contract to match the salary schedule increases of the MPPOA per the attached Contract side letter. This adjustment causes no increased cost during the 2016-2017 fiscal year budget but does add approximate 2 ½% additional cost to the 2017-2018 fiscal year budget.

These negotiation results represent direction given to staff during the negotiations process.

FISCAL IMPACT:

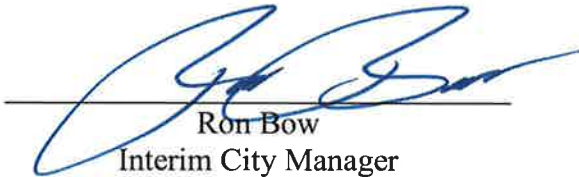
The cost for the MPPOA 2016-2017 contract is \$329,000 for the 2016-2017 fiscal year which will require a new appropriation to the budget. The pension portion cost is from the Retirement Fund (0012) and the remaining costs will be from the General Fund (0010). The cost for the second year of this contract will be incorporated into the 2017-2018 budget and will cost approximately \$871,000 in funding. The cost increase for the adjustments for the MPFFA 2016 – 2018 contract will be no additional cost in the 2016-2017 fiscal year and an additional \$174,000 appropriation for the 2017-2018 fiscal year.

Respectfully submitted by:



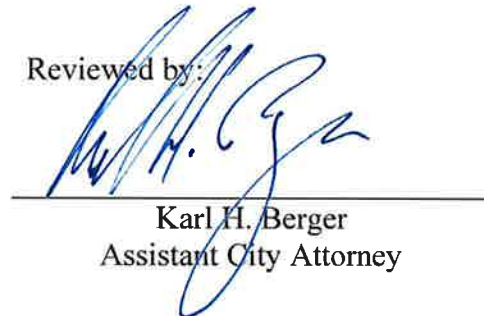
Tom Cody
Director of Human Resources and
Risk Management

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Monterey Park Police Officers' Association MOU and Resolution
2. Monterey Park Fire Fighters' Association Side Letter #1 to their 2016-2018 MOU
3. Summary of a MPPOA and MPFFA MOU's since 2008

ATTACHMENT 1

**Monterey Park Police Officers' Association MOU and
Resolution**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEAR 2016-2018 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION.

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

SECTION 1: The City, acting by and through its City Council appointed negotiation team, and representatives of the Monterey Park Police Officers' Association (MPPOA), a duly recognized employee organization representing the City of Monterey Parks Police Officers' Association employees, met and conferred in good faith and fully communicated and exchanged information concerning wages, retirement funding, hours, and the terms and conditions of employment for contract year 2016-2018.

SECTION 2: The appointed representatives of the parties agreed on certain matters as stated in the attached MOU and recommended that the City and the Union implement those agreements.

SECTION 3: MPPOA indicated its acceptance of the attached Memorandum of Understanding ("MOU").

SECTION 4: The City Council approves the Memorandum of Understanding for Contract Year 2016-2018 between the City of Monterey Park and the Monterey Park Police Officers' Association (MPPOA), which is attached as Exhibit "A" and incorporated by reference.

SECTION 5: The City Manager is authorized to execute the MOU on the City's behalf in a form approved by the City Attorney.

SECTION 6: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7: 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 19th day of April, 2017.

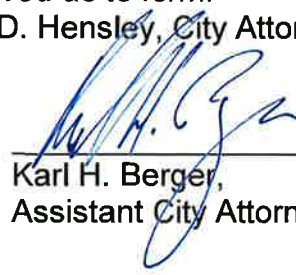
Teresa Real Sebastian, Mayor

ATTEST:

Vincent Chang, City Clerk

Approved as to form:
Mark D. Hensley, City Attorney

By:



Karl H. Berger,
Assistant City Attorney

State of California)
County of Los Angeles) ss.
City of Monterey Park)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Monterey Park at a council meeting held on the 19th day of April, 2017, by the following vote:

Ayes:	Council Members:
Noes:	Council Members: None
Absent:	Council Members: None
Abstain:	Council Members: None

Dated this 19th day of April, 2017.

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



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION

7/1/16 – 6/30/18

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE OFFICERS' ASSOCIATION
TWO YEAR -AGREEMENT 7/1/16-6/30/18

PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Association, hereinafter referred to as the "POA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 - RECOGNITION

- A. The City acknowledges the POA as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- B. This MOU shall cover all employees working in the classification of Police Corporal and Police Officer.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine

and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

- B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the POA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. All employees represented by POA, shall have the right to join the POA, or to refuse or refrain from joining the POA.
- B. Members of the POA may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by any authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.
- D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward to the POA all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.
- E. The POA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the sections regarding dues deduction.
- F. The POA representatives, while on City property, shall abide by the City's safety rules and regulations.
- G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval. Such requests will not be unreasonably denied.

- H. A written list of the Officers of the POA and the Employee Representatives shall be furnished to the City immediately after their designation, and the POA shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards and use of City email may be made available for the posting/distribution of the following notices of immediate concern to the employee group members:

1. POA recreational and social activities.
2. POA election notices and results.
3. POA meetings and events.
4. Such other notices as may be mutually agreed upon by the POA and the Police Chief or designee.
5. All notices and materials regarding the business of the POA.

Use of the City email system does not provide privacy regarding the communications sent/received. The City reserves the right to review any communications sent using its email system. POA communications sent via email may be subject to disclosure pursuant to the Public Records Act.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The POA hereby agrees that during the term of this MOU, POA represented employees and the officers and/or corporals of the POA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.
- B. In the event any employee, or employees, participate in any of the prohibited activities stated above, the POA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct the employee or employees, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of the POA on behalf of specified unit members who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.
2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.
3. A "grievant" is any unit member or the POA on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.
4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is ultimately sustained only then may the employee not comply with that directive.
2. Grievance documents shall not be placed in an employee's personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.
3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the POA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.
4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party

to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the POA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until the POA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the POA, which may include the attorney of the POA. The POA may also be represented at any grievance meetings and will be notified of any such meetings.
6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.
7. There shall be no reprisals, interference, coercion or discrimination against any employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or the POA who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within fifteen (15) workdays after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.
2. Level II - Formal Written Grievance
 - a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

- b. The Police Chief or his/her designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

- a. If the grievant is not satisfied with the decision at Level III, or if an employee or the POA wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the POA shall inform the City, in writing, of its request to have an administrative hearing. The POA and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the POA and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by coin toss.

- b. If either the City or the Association so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.
- c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

- d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.
- e. The City and the POA agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.
- h. The fees and expenses of the Hearing Officer shall be shared equally by the City and POA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by

the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

- j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

- 5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and

the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be the final administrative action not subject to further administrative review. The City Manager's decision is reviewable under California Code of Civil Procedure 1094.5.

ARTICLE 8 - OVERTIME

- A. **7K EXEMPTION:** The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.
- B. **WORK HOURS PLANS:** The City and the Association agree that the Department will utilize the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans during the term of this MOU. The five/-eight work hour plan may be used when mutually agreed to by the Department and employee. The three-twelve and a half (3/12.5) work hour plan shall cover patrol Officers and Corporals. The four-ten (4/10) work hour plan shall cover motorcycle Officers and Corporals and all detective positions.

In the event of a bona fide emergency the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process. A bona fide emergency shall be defined as a circumstance requiring immediate action, a sudden unexpected happening, or an unforeseen occurrence or condition. It shall not include staffing shortages caused by common occurrences, such as an employee calling in sick or staff reductions due to preplanned leaves.

Officers shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs. The twelve-day notice requirement set forth above shall not apply to probationary Police Officers.

- C. **OVERTIME:** For employees assigned to the three-twelve and a half (3/12.5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and five-eight (5/8) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard pay period of eighty hours within the fourteen day pay

period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve and a half (3/12.5) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) and five-eight (5/8) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day pay period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determination as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail or grant run operations), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime opportunity. Upon said overtime offer either being rejected or the eligible Officer not being responsive to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime opportunity is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

- D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at time and a half for overtime hours worked, an employee may elect the option of earning compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 ½) for each hour worked. The maximum amount of comp time that may be accrued is 480 hours (320 hours worked). All compensatory time on the books will be cashed out to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.
- E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve and a half (3/12.5), four-ten (4/10) or 5/8 work hour plans shall accrue vacation, holiday and sick leave in accordance with the accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.
- F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:
1. Educational Incentive
 2. Bilingual Pay
 3. Special Assignment Pay
 4. Longevity Pay
 5. Medical Opt-Out Pay
- G. COMPENSABLE HOURS OF WORK:
1. Firearms Qualification: Employees who choose to shoot at the range at times other than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.
 2. Voluntary Training Time: Voluntary attendance at training schools/facilities (including the academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employees' normal work shift. Any such time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks twenty-four (24) hours a day.
- Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or POST is compensable for actual time spent in training. Travel time outside of regularly scheduled work hours for mandatory training is not compensable as work time unless training is approved by a supervisor. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at IRS rates in effect at the time of the travel, for actual miles traveled.

3. City Vehicle Use: Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Canine Assignment: Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine Officers shall be compensated for off-duty time spent in the care, feeding, grooming, exercise, incidental training, and companionship of their assigned dog in accordance with provisions of Article 33 – Special Assignment Pay.

Nothing herein precludes an officer from being compensated for actual time spent in department required and approved training at times other than the officer's regular working hours.

5. Gym Facility: The City provides a room to be used as a gym facility for the voluntary use of employees during their off-duty hours, in accordance with the letter of October 15, 1981 from the Association and agreed to by the City Manager. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.
6. Emergency Call Back Pay: Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner

whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 8 which is to be used when an employee is called back to court.

7. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

8. Court Standby: A member of the POA who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, the employee will receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 7.

Alternatively, an employee on court standby may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

ARTICLE 9 - VACATION

- A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.
- B. Vacation Accrual:
 1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

0 – 6 years	Eighty-eight (88) hours per year
7+ years	Eight additional hours per year to a maximum of two-hundred (200) hours per year.
 2. Accrual Caps: Except as provided herein, no employee may accrue greater than four hundred (400) vacation hours.

The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 400 hours, then no vacation hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 400 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

- C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department. Seniority shall be considered when approving vacation requests from employees. Employees' vacation requests shall not be limited by the amount of vacation time that the employee will accrue in a calendar year. Employees shall be eligible to submit vacation requests for all eligible vacation hours that the employee has available in their leave banks in addition to the hours they will accrue prior to the use of the vacation leave.

ARTICLE 10 - HOLIDAY

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating “holidays-in-lieu” of specific holidays off. These holidays shall accrue on the following days:

CITY HALL CLOSED

<u>Regular:</u>	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day (effective 12/31/2007)
	Veteran's Day	

CITY HALL OPEN

<u>Floating:</u>	Admission's Day	Columbus Day
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All other unit employees shall receive eleven (10-hour) paid holidays (see “Regular” holidays listed above), two (10-hour) floating holidays to replace Admission’s Day and Columbus Day. These amounts are the maximum an employee can accrue. Hold over time and/or overtime greater than assigned hours shall not be applicable to this article.

Except as provided herein, no employee may accrue greater than 192 holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 192 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 192 hours.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee’s request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager’s approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Unit members who use sixty hours (can be combination of vacation and holiday) of leave during any fiscal year and cash-out one hundred (100) hours of accumulated and earned vacation time or holiday time (or a combination thereof) will receive automatic payment for any earned vacation or holiday once they reach their maximum accrual for the remainder of the fiscal year. Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City at the rate of 8.00 hours per month (96 hours per year) for each full calendar month of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty hours of sick leave may be used per calendar year for family sick leave purposes.

C. Sick leave accrual and maximum:

1. On July 1, 2012, any existing sick leave balance was placed in a separate leave bank (bank #1) and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described in this Article. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. Employees with sick leave hours in bank #1 who service retire from the City, may receive 50% of the hours in bank #1 paid at his/her base hourly rate of pay at the time of retirement. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave

account before utilizing this frozen account. Employees hired on or after July 1, 2012 do not have a sick leave bank (bank #1) as described in this paragraph.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon accruing 800 hours in this sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of 12 hours for each one full year (12 months) of city service. City service, for the purposes of determining hours eligible for cash out, shall be calculated beginning July 1, 2012.
 3. In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.
 4. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.
- D. In order to receive compensation while absent on sick leave, the employee shall, under normal circumstances, notify his/her immediate supervisor, or the on-duty watch commander prior to or within two (2) hours prior to the time set for the beginning of his/her daily duties. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.
- E. The City Manager may, at any time in order to receive further information with respect to the ability of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.
- F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.
- G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary*. In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and

that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in this Article (if eligible based on hire date), with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
 2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date). Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off in one lump sum.
- H. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.
- I. Catastrophic Leave Bank. All regular employees covered by this MOU may be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee will be granted bereavement leave whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Bereavement leave must be used within two weeks of date of death and may be taken on non-consecutive days. Shifts of Bereavement Leave are to be charged to an account separate from the

employee's sick leave account. The Police Chief may extend the timeframe to use bereavement leave in unusual circumstances (e.g., funeral services delayed beyond two weeks following date of death).

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, step-father, mother, mother-in-law, step-mother, child, stepchild, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, brother, brother-in-law, step-brother, sister, sister-in-law, or step-sister of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined under State and Federal law.

ARTICLE 15 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. Should an employee volunteer for jury service (i.e. for the Grand Jury) and be selected to serve, leave with pay shall be subject to approval of the City Manager.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

- A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

- B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

- A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.
- B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone .

ARTICLE 19 - MODIFIED DUTY

- A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.
- B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class or assignment to job tasks not typically performed by the employee but that provide productive work opportunities. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.
- C. Modified duty may be allowed only if all of the following conditions are met:
 - 1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and
3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.
4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.
5. No modified duty assignment shall be made prior to conditions 1-3 being met;
6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):
 - a. Employee meets all the criteria as stated in Section C of this article.
 - b. Employee receives a medical release from the designated City doctor that modified duties may be performed.
 - c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).
 - d. The employee is released to work at least half of a full shift (either 5/8 or 4/10 schedule)
 - e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.
 - f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.
 - g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.
 - h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual.

The Chief's determination shall not be subject to any administrative or court challenge.

- i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.
- j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

- A. The uniform allowance shall be seven hundred twenty-five dollars (\$725) per year and the City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol, Traffic, and the DARE Officer). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations Commander) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements.

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

- B. The number of retail outlets utilized for the credit/retail account program will not exceed four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in a Side Letter Agreement. During the term of this Agreement, the Association may submit to the Chief of Police, for his/her consideration, a list of proposed items to be added to the list of authorized items eligible for purchase. No item will be added to the list of authorized items without the Chief of Police's written approval.

Unit members have the option of purchasing their equipment from vendors other than the city approved vendor/retail outlet, as long as the equipment meets departmental specifications. Subject to the amount listed above, a member will be eligible for reimbursement upon bringing in the receipt, showing the detail of the purchased equipment to their supervisor, for approval prior to usage. All equipment and uniforms must meet departmental standards and specifications to be eligible for reimbursement.

The City purchases and issues bullet resistant vests to each unit member and follows the replacement schedule identified by the manufacturer. Employees who believe that their vest is damaged, defective, or deemed unsuitable due to wear and tear should notify the department so that the vest can be evaluated for replacement eligibility.

ARTICLE 21 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2016 the MEC is \$125/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2016, this amount is \$125 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

- a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.
- b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to \$650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

C. Dental Insurance

The City will contribute up to seventy-five (\$75) dollars per month toward the premium for eligible employees and all eligible dependents. Effective the pay period following June 30, 2017, the contribution toward dental will increase to eighty-five (\$85) per month. Effective the pay period following June 30, 2018, the contribution to dental will increase to ninety-five (\$95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty (\$20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be \$10.00/exam; \$20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.
2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand one hundred and fifty dollars (\$1,150) per month for employees electing to enroll in a medical plan in PEMHCA. Effective the beginning of the pay period following June 30, 2017, the City's contribution to the Cafeteria plan for active employees will increase by fifty dollars (\$50) per month for a total monthly contribution of one thousand twelve hundred dollars (\$1200). Effective the beginning of the pay period following January 1, 2018, the City's contribution to the Cafeteria plan for active employees will increase by fifty dollars (\$50) per month for a total monthly contribution of one thousand two hundred fifty dollars (\$1250).

The City's contribution will include the PEMHCA MEC (\$125 per month for 2016) toward the medical plan and the balance may be used for other eligible expenses.

Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.
4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. AFFORDABLE CARE ACT REOPENER

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

**ARTICLE 22 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING
ARRANGEMENT**

Effective January 1, 2017, the City will offer a voluntary medical and dependent care flexible spending accounts to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 23 - LIFE INSURANCE PLANS

- A. Life Insurance –The City shall provide each employee covered under this Agreement a term life insurance policy in the amount of \$100,000.
- B. Supplemental Life Insurance may be purchased by each employee in \$10,000 increments with a maximum face value of \$300,000, or three times (3X) the individual's gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 24 - EDUCATIONAL INCENTIVE PAY

City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

- A. \$ 175.00 additional compensation per month for an employee who possess an intermediate or higher POST Certificate and who does not otherwise qualify for the educational incentive pay as provided for in this article and \$ 250.00 additional compensation per month for an Advanced POST Certificate for an employee who does not otherwise qualify for the

educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A of Article 24 exceed \$ 250.00 per month.

- B. \$135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- C. \$275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. \$325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- E. The above amounts shall not be cumulative. If an employee possesses any combination of both 60 units of college credit/Associates/Bachelor's/Master's Degree and an Intermediate/Advanced POST Certificate, they will be compensated an additional \$50 per month. In no case shall the total additional monthly compensation under Article 24 exceed \$375 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

ARTICLE 25 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.
2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 26 - BILINGUAL PAY

The City shall pay one hundred fifty dollars (\$150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium

ARTICLE 27 - SALARIES AND WAGES

Effective the beginning of the pay period following July 1, 2016, the salary range for Police Officer and Police Corporal will be increased by 5%.

Effective the beginning of the pay period following July 1, 2017, the salary range for Police Officer and Police Corporal will be increased by 5%.

Effective the beginning of the pay period following January 1, 2018, the salary range for Police Officer and Police Corporal will be increased by 2.5%.

Salary ranges for Police Officer and Police Corporal are listed in Addendum A.

Longevity: Effective the beginning of the pay period following July 1, 2016, the City will provide a monthly longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

The parties agree that that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

ARTICLE 28 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

Seniority of officers shall be determined by rank (Officer or Corporal) and further, by the length of service in the rank. If the date of appointment to that rank is the same for two officers, the one occupying the higher position on the eligibility list shall be considered the senior officer.

When an employee is transferred to a special assignment, seniority will be based by rank and, further, by the length of service in that rank. If the date of appointment to that rank is the same for two employees, the one occupying the higher position on the eligibility list shall be considered to have seniority.

Patrol assignments (e.g. beat assignments, vehicle assignments, meal breaks (Code 7s)) shall generally be determined by seniority unless there is reasonable justification provided by the Department for assignment based on other factors (e.g., training, experience).

ARTICLE 29 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.
5. Effective November 1, 2003, Military Service Credit as Public Service

B. All employees who are classic members under the Public Employee' Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. (Tier 1)

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system, or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: "New Members" will have the retirement formula 2.7%@57, and the three year average, final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined annually by CalPERS. In 2016, that contribution is 12%.

ARTICLE 30 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental

condition that might adversely affect the exercise of the powers of a peace officer as permitted by Government Code 1031(f). The exam and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 31 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association. Participation in this deferred compensation plan is at the option of the individual employee.

ARTICLE 32 - EMPLOYEE SAFETY COMMITTEE

A committee of three POA members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 33 – DURATION OF SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENT PAY

- A. Special assignments shall consist of Motors, Detectives, Community Relations Officer, Problem Oriented Policing Officer, Field Training Officer, Personnel Officer, Administrative Training Officer, Canine Handler, Mental Evaluation Team (MET) Officer, and Range Master (only one individual).
- B. The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service. (Canine Handler shall be considered a special assignment, however, the set term of such assignment shall be determined at the commencement of the assignment to constitute the service life duration of the assigned canine, multiplied by two (2), but in no event less than nine years. For example, if the service life of a canine is sixty (60) months, the term of assignment for a canine handler shall be one hundred twenty (120) consecutive months. The above-described option to elect an additional twelve (12) months of special assignment shall not be applicable to the Canine Handler.
 - 1. At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement in a particular project, investigation or other matter is

required. After the additional term of six (6) months has been concluded, the Chief of Police will request interest memos from all qualified employees. If no qualified employee submits an interest memo for the position, the Chief of Police may at his discretion grant an additional extension of six (6) months. This process may be continued every six (6) months until a qualified employee submits an interest memo for the position. Any extension of a special assignment following the completion of sixty (60) months, will count as part of the one year waiting period eligibility requirement for a new special assignment. Should the Police Chief seek an alternative method to handle the extension of assignments, he/she will meet and confer with POA prior to implementation of the new process.

- C. Affected employees who have been placed in a special assignment prior to February 13, 2006 shall not be subject to the forty-eight/sixty (48/60) [one hundred twenty month] special assignment limitation set forth herein.
- D. Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal. However, any such request shall be honored and the employee transferred within sixty (60) calendar days of the request being submitted. An additional thirty (30) day extension is permitted if required for departmental needs.
- E. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.
- F. Reassignment in a specialty position of the same or different type than that in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.
- G. All affected employees participating in a special assignment, shall be subject to the removal/appeal policies and procedures set forth below in subsection H.
- H. 1. Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation, can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment

through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the POA or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

2. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Association.

This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either Article 7 or 33 of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Article 7 or 33 of the Memorandum of Understanding. MOU ARTICLE 7 GRIEVANCE PROCEDURE applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines

disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the first twelve (12) months of receiving such an assignment.

A. Right to Administrative Appeal

1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.
2. Officers subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.
3. Each Party shall bear their own costs incurred under this procedure.

B. Notice of Appeal

1. Within ten (10) calendar days of receipt by an officer of written notification of punitive action, the officer shall notify the Chief of Police in writing of the officer's intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.
3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

C. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

D. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

E. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of an officer within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.
2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

F. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G. Representation

The officer may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

H. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.
2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative. The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.
3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

- I. The City agrees to pay two hundred dollars (\$200.00) per month special assignment pay for employees regularly assigned to the positions of Motor Officers, Detectives, Canine Handler, Community Relations Officers, Problem Oriented Policing (POP) Officer, Field Training Officer, Personnel Officer, Administrative Training Officer, Mental Evaluation Team (MET) Officer, Range Master (only one individual).

In no case shall any individual be eligible to receive multiple special assignment pay provisions.

The parties agree that for the assignments of Motor Officer, Detective, Canine Officer/Handler, Field Training Officer, Personnel Officer (Police Administrative Officer), Administrative Training Officer, Range Master and Police Liaison (assigned to Community Relations, POP or MET) this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

- J. Canine Pay - Employees who are assigned to Canine Officer duties are entitled to compensation for the hours spent with their canine feeding, grooming, caring, and training with the dog as well as cleaning their canine vehicle. The parties acknowledge that the Fair Labor Standards Act which governs the entitlement to compensation for canine duties entitles parties to agree to a reasonable number of hours per month for the performance of canine duties. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article, to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

In negotiating this MOU, the City requested that the Association conduct an actual inquiry of the hours which employees assigned to Canine duties perform each month to ensure compliance with the FLSA and in particular the case of *Leever v. City of Carson City* (9th Cir. 2004). The Association advised the City that the inquiry revealed that the hours to which the parties have agreed – (three hours per week) accurately describes the time such employees are performing such duties each week. A sworn unit member assigned to canine duty will receive additional compensation of \$200.00 per month in addition to his or her base salary. This amount recognizes that the time spent in the care (including feeding, caring and grooming), maintenance and training of his or her assigned dog as well as the cleaning of his or her assigned vehicle shall be considered hours worked payable at the rate of \$15.39 per hour. It is understood that unit members normally spend three (3) hours per week performing such work. A unit member who is required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence which is not a part of the member's customary care, maintenance or training of the dog or cleaning of the canine vehicle shall submit a written request to the Chief of Police or assigned designee for additional compensation for the hours spent performing such work. Any additional compensation shall be at the employee's regular rate of pay.

- K. The number of individuals assigned as Field Training Officer (FTO) shall be at the sole discretion of the Chief of Police. Only those employees, who apply for, test and are designated as FTO's shall be assigned to train employees in patrol.
 - a. For those individuals not receiving FTO premium pay under the provision of this Article 33 (K), if within the twenty-eight (28) day work period, because of the unavailability of a compensated FTO, an individual is qualified as an alternate FTO and acts as an FTO for a total of twenty-four to forty-eight

hours, then said individual shall be paid Fifty Dollars (\$50.00). If the individual works as an alternate FTO for more than forty-eight hours in the twenty-eight (28) day work period, then the individual shall receive One Hundred Dollar (\$100.00). With the exception of Traffic Bureau training, which will be eligible for alternate FTO compensation, nothing herein shall be interpreted to provide for any FTO compensation for training that occurs as part of a trainee being rotated through the Communications Bureau, Community Relations Bureau, Jail, Detective Bureau, or K9 program as part of the normal training cycle.

- L. Employees holding the rank of Police Officer who are assigned duties supervising other sworn personnel shall be compensated \$50 a day extra for no more than \$200 in a twenty-eight day scheduling period.

ARTICLE 34 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: eighteen months for appointment to the position of Sworn Police Officer, twelve months for promotional and lateral appointments to the positions of Police Corporal.

ARTICLE 35 - PERFORMANCE EVALUATIONS

If an employee is on an extended leave for more than sixty (60) consecutive days in a performance evaluation period, the City may change the annual performance evaluation date for an employee. Beginning on the sixty-first date of leave, an employee's performance evaluation date may be adjusted by one day for each day the employee remains on leave. For employees eligible for a step increase, the effective date of the step increase is adjusted to coincide with the modified performance evaluation date. This change only affects the date of the performance evaluation.

ARTICLE 36 - WRITTEN NOTICES TO POA

Reasonable written notice will be given to the POA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with POA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The POA shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 37 - GENERAL PROVISIONS

- A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of

this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

- B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the POA or based on any protected class.
- C. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, as set forth in this Article 37.
- D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 38 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2016 and ending June 30, 2018 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 40 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 19th day of April 2017.

MONTEREY PARK POLICE OFFICERS'
ASSOCIATION

By _____
Randy Esparza, President
Monterey Park
Police Officers' Association

By _____
Lee Norris, Vice President
Monterey Park
Police Officers' Association

CITY OF MONTEREY PARK

By _____
Ron Bow
Interim City Manager

By _____
Thomas Cody, Director
Human Resources & Risk Management

Addendum A

**CITY OF MONTEREY PARK
CLASSIFICATION AND BASE SALARY LIST
POLICE OFFICERS' ASSOCIATION MOU**

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	5482	5757	6044	6347	6664
Police Corporal	2	5841	6133	6440	6762	7100

Effective the beginning of the pay period following July 1, 2016 (5%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	5757	6044	6347	6664	6997
Police Corporal	2	6133	6440	6762	7100	7455

Effective the beginning of the pay period following July 1, 2017 (5%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6044	6347	6664	6997	7347
Police Corporal	2	6440	6762	7100	7455	7828

Effective the beginning of the pay period following January 1, 2018 (2 1/2%):

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Officer	1	6195	6506	6831	7172	7531
Police Corporal	2	6601	6931	7278	7641	8024

ATTACHMENT 2
Monterey Park Fire Fighters' Association Side Letter
#1 to their 2016-2018 MOU

**SIDE LETTER NO. 1 TO THE 2016-2018 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEREY PARK AND
THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION**

The parties agree to amend Article 21 – Salaries and Wages as follows:

Current language:

Effective the beginning of the pay period following July 1, 2016, the salary range for each Classification will be increased by five percent (5%) as reflected in Addendum A.

Effective the beginning of the pay period following July 1, 2017, an additional step (Step 6) will be added to the salary step schedule for each classification. Step six will be five percent (5%) greater than step five as reflected in Addendum A.

Longevity:

Effective the beginning of the pay period following July 1, 2016, the City will provide a monthly Longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

This payment will continue until there is a break of service or a separation of service between the city and the employee. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

Amend this article and replace current language with the following:

Effective the beginning of the pay period following July 1, 2016, the salary range for each Classification will be increased by five percent (5%) as reflected in Addendum A.

Effective the beginning of the pay period following July 1, 2017, the salary range for each Classification will be increased by five percent (5%) as reflected in Addendum A.

Effective the beginning of the pay period following January 1, 2018, the salary range for each Classification will be increased by five percent (2.5%) as reflected in Addendum A.

Longevity:

Effective the beginning of the pay period following July 1, 2016, the City will provide a monthly Longevity payment of one-hundred dollars (\$100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars (\$350) per month upon completion of twenty-five (25) years of continuous service.

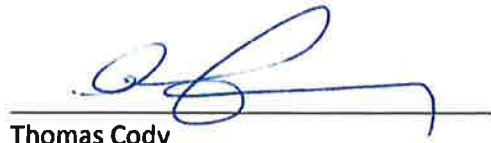
This payment will continue until there is a break of service or a separation of service between the city and the employee. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

This side letter of agreement was ratified by the Monterey Park Firefighters' Association. The City Council approved this side letter of agreement on April 19, 2017.

For the City of Monterey Park

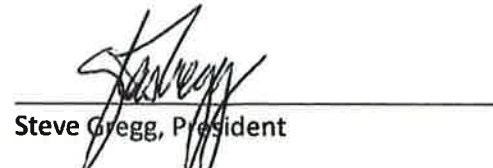


Ron Bow
Interim City Manager



Thomas Cody
Director of Human Resources/Risk Mgmt.

For the Firefighters' Association



Steve Gregg, President



Scott Kelley, Vice- President

Addendum A

CLASSIFICATION AND BASE SALARY LIST
FIREFIGHTERS' ASSOCIATION

The monthly base salary range for represented classification shall be as follows:

Classification	Range #	1	2	3	4	5
Fire Captain	3	7040	7392	7761	8150	8557
Fire Engineer	2	6043	6345	6662	6995	7345
Firefighter	1	5222	5483	5757	6045	6347

Effective the beginning of the pay period following July 1, 2016 (5% increase):

Classification	Range #	1	2	3	4	5
Fire Captain	3	7392	7761	8150	8557	8985
Fire Engineer	2	6345	6662	6995	7345	7712
Firefighter	1	5483	5757	6045	6347	6664

Effective the beginning of the pay period following July 1, 2017 (5% increase):

Classification	Range #	1	2	3	4	5
Fire Captain	3	7761	8150	8557	8985	9434
Fire Engineer	2	6662	6995	7345	7712	8098
Firefighter	1	5757	6045	6347	6664	6997

Effective the beginning of the pay period following January 1, 2018 (2.5% increase):

Classification	Range #	1	2	3	4	5
Fire Captain	3	7955	8354	8771	9210	9670
Fire Engineer	2	6829	7170	7529	7905	8300
Firefighter	1	5901	6196	6506	6831	7172

ATTACHMENT 3

Summary of MPPOA and MPFFA MOU's since 2008

Summary of FFA contracts from 2008 to proposed 2016-2018 MOU

2008-2010 MOU Period - Significant Provisions

1. 5% raise in 2008-9 and 0% in 2009-10

Cost
unknown

2010 - 2012 MOU Period (Two 1-yr MOU's) - Sig. Provisions

1. New hires start to pay 33% of PERS pension cost

Cost
no fiscal impact

2012 - 2014 MOU - Significant Provisions

1. Employee Pick-up of 9% PERS pension costs
2. Slight increases in medical, dental and vision contribution

Cost
approx. \$360,000
savings to City

2014-2016 MOU - Significant Provisions

1. 3% cash lump sum pymt each year of 2-yr contract
2. increase to health, dental, vision, life insurance, uniform allowance, accrued leave cash out and implementation of a longevity program

Cost
approx. \$538,000 cost
to city

2016-2018 MOU - Significant Provisions

1. 5% raise retroactive to 7/16
5% raise first payroll after 7/17
2 1/2% raise first payroll after 1/18
2. increase to health and dental insurance contributions,
increase in Longevity Program

Cost
approx. \$1,300,000 cost
to city

Summary of POA contracts from 2008 to proposed 2016-2018 MOU

2008-2010 MOU - Significant Provisions

1. 5% raise in 2008-9 and another 5% in 2009-10

Cost
unknown

2010 - 2012 MOU - Significant Provisions

1. Employee 5% salary give-back to city
2. New hires start to pay 33% of PERS pension cost

Cost
approx. \$588,000
savings to City

2012 - 2014 MOU - Significant Provisions

1. Restoration of 5% salary give-back
2. Employee Pick-up of 9% PERS pension costs
3. Slight increases in medical, dental and vision contribution

Cost
approx. \$543,000
savings to City

2014-2016 MOU - Significant Provisions

1. 3% cash lump sum pymt each year of 2-yr contract
2. increase to health, dental, vision, life insurance, uniform allowance, accrued leave cash out and implementation of a longevity program

Cost
approx. \$649,000 cost
to city

2016-2018 MOU - Significant Provisions

1. 5% raise retroactive to 7/16
5% raise first payroll after 7/17
2 1/2% raise first payroll after 1/18
2. increase to health and dental insurance contributions,
increase in Longevity Program

Cost
approx. \$1,200,000 cost
to city



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Jim Smith, Chief of Police
SUBJECT: Professional Services Agreement with SPIDR Tech, Inc. for Engage Software.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a software agreement with SPIDR Tech, Inc., in the amount of \$109,780, in a form approved by the City Attorney;
2. Authorize the City Manager to approve change orders up to \$10,978 (up to 10% of agreement amount) for this project; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Law enforcement agencies have many responsibilities pertaining to protecting and serving their communities. One of those responsibilities involves engaging, involving and partnering with their communities. The SPIDR ENGAGE software is the first of its kind Community Relationship Management (CRM) platform for law enforcement. The software integrates with the City's current records management and dispatch systems (CAD/RMS) to leverage data to engage the City's residents.

The police department will use ENGAGE to send automatically generated reports to victims of crime, create and send targeted surveys and email and text community members.

BACKGROUND:

In the Fall of 2016, Police Department Staff became aware of SPIDR Tech and its ENGAGE System. Staff is unaware of any other similar product that interacts with the Department's CAD/RMS system and can generate electronic letters (emails) to crime victims to give them information regarding their case and crime prevention information. The ENGAGE software is a cloud-hosted, web-based community relationship management platform that will allow the police department to engage the community using data-driven and focus-driven policing models. It automatically compiles and sends all communications as emails or as SMS (text) messages. It will also automate the process of internal and external accountability and transparency on individual issues for victims of crime and requestors of police services.

The software will allow the police department to send information in three languages: English, Spanish, and Chinese (Monterey Park will be the first agency to utilize Chinese). The police department will use the ENGAGE software to automatically send email and text messages in the appropriate language, fostering goodwill and open communication lines throughout the community. With this technology, the police department hopes to increase operational excellence and increase positive community engagement without creating a large administrative burden to our staff.

By agreeing to a five year contract, staff was able to negotiate with the vendor to reduce the start up cost by \$13,000 for the first year and \$5,000 for each of the next four years. This reduces the overall price to what is listed in the staff report, saving the City \$33,000 over five years.

FISCAL IMPACT:

The subscription term will be for an initial five year term. SPIDR Tech, Inc. is able to provide discounted pricing for entering into a multi-year contract. The first year of the contract will be in the amount of \$23,956.00. Funding for the first year of the contract has been identified through the police department's computer services account (0010-801-3115-38400).

The cost for years 2-5 will be in the amount of \$21,456.00 per year for a total of \$85,824.00. An additional \$21,456.00 per year will need to be added to the police department's budget to cover the annual cost of the ENGAGE subscription.

Respectfully submitted by:


Jim Smith *FOR: CHIEF SMITH*
Chief of Police

Prepared by:


Steve Coday
Captain

Approved by:


Ron Bow
Interim City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Jim Smith, Chief of Police
SUBJECT: Purchase of an Electronic Citation System and Traffic Collision Database Management System.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute a software agreement with Crossroads Software Incorporated, in the amount of \$37,000.00, in a form approved by the City Attorney.
2. Authorize the City Manager to execute the purchase agreement with MSA Systems, Inc. for the required pre installed Crossroads' software, handheld computer tablets and printers in the amount of \$53,861.29, in a form approved by the City Attorney.
3. Take such additional, related, action that may be desirable.

BOARD/COMMISSION REVIEW:

This project was presented to and approved by the City's Technology Committee

EXECUTIVE SUMMARY:

In 2015, the Los Angeles County Superior Court made a decision to mandate electronic data transmission of traffic citations by 2017. Since then the police department has been evaluating systems and looking for funding sources to purchase this type of system. In October of 2016, the Monterey Park Police Department received grant funding from the California Office of Traffic Safety (OTS). Part of that grant is a \$91,000.00 allocation for the purchase of an electronic citation system and a traffic collision database management system.

BACKGROUND:

Currently, the Police Department utilizes a paper system for traffic citations. Officers in the field issue a citation, which is then returned to the Police Records Bureau for processing. The citation information is then manually entered into the records management system. After entry, the citations are transported to the court by Police

Department staff. Once at the court, court personnel then enter the citation information into their system.

Staff completed research on traffic database management software that offers a variety of options including: electronic dissemination of citations, data input and management for citations and collisions, queries and reports including historical and high incident locations, as well as collision reports by day and hour and other parameters, graphs and charts for such categories as highest degree of injury, collision type, weather and lighting condition and much more.

Staff also consulted with California Office of Traffic Safety staff regarding their experience with these systems. Two vendors were identified as potential solution providers: Crossroads Software Incorporated and Brazos Incorporated (Tyler Technologies). As with most equipment that is technology/software driven it is difficult to establish a product comparison and competitive bid. Both systems reviewed are proprietary and offer different software modules, specifications, features and solutions. However, Crossroads Software Incorporated was identified to be the only solution provider that offers online records dissemination and ten years of historical collision data directly from the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) for analytical use.

With the use of Crossroads electronic citation software, a police officer will deploy into the field with a handheld computer tablet. Any traffic citation that is issued using the handheld computer tablet will be electronically stored in the Crossroads data management system and sent to the court. Citation data will no longer be manually entered into the records management system at the police department or court.

The Crossroads traffic collision module allows officers to use a computer to write traffic collision reports. Information from the completed reports will be electronically stored in the Crossroads data management system instead of being manually entered into the records management system.

The hardware for this project includes the handheld computer citation tablets and printers, provided by MSA Systems Incorporated. MSA Incorporated is the sole hardware provider used by Crossroads Software, Inc. MSA Incorporated pre-installs the Crossroads software into its hardware.

FISCAL IMPACT:

All funds for this project are provided by a grant from the California Office of Traffic Safety (Grant # PT1775). The cost of this entire project, \$90,861.29, is funded in the grant account #0338-801-3102-54250.

Respectfully submitted by:



Jim Smith
Chief of Police

FOR CHIEF SMITH

Prepared by:



David Elliott
Traffic Bureau Commander

Approved by:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Jim Smith, Chief of Police
SUBJECT: Authorize purchase of Replacement Storage Attached Network and Software

RECOMMENDATION:

It is recommended that the City Council:

1. Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(4) and authorize the City Manager to amend the contract with West Coast Technology in a form approved by the City Attorney, not to exceed \$110,000.
2. Waive bidding requirements pursuant to Monterey Park Municipal Code Section 3.20.050(5) and authorize the City Manager to execute an agreement with GovConnection Incorporated in a form approved by the City Attorney, not to exceed \$30,000.
3. Appropriate \$140,000 from General Fund (0010) Capital Improvement (99067), CAD/RMS Software Server Upgrade.
4. Take such additional, related, action that may be desirable.

BOARD/COMMISSION REVIEW:

This project was presented and approved by the City's Technology Committee

EXECUTIVE SUMMARY:

The Police Department needs to routinely update computer hardware and software as current equipment becomes inefficient, obsolete, or no longer supported by the technology industry. The police department's current aged servers cannot support the necessary CAD/RMS software upgrade necessary to improve functionality and efficiency in maintaining public records, statistics, crime and traffic trend information, and the overall function of the CAD/RMS system. Staff recommends replacing the Storage Area Network (SAN) and necessary software to accommodate the CAD/RMS software upgrade.

BACKGROUND:

The SAN stores critical police department CAD/RMS data. The existing Stratus Server 5700 dual/server is approximately 10 years old and has reached the end of life. The hardware will not support necessary software upgrades. The police department needs to upgrade hardware to maintain functionality as well as add future upgrades for the CAD/RMS software. The proposed SAN will provide the extra space and speed needed to keep pace with the current technologies and demands.

The City's Management Services Department issued a request for proposal (RFP) on October 17, 2016, to replace the City's SAN. West Coast Technology was the only company that responded to the RFP. The contract was awarded to West Coast Technology on February 15, 2017 (Agenda Item 6-E). Staff requests to amend contract #2002-A to include the replacement of the police department's SAN at a cost not to exceed \$110,000.

The implementation of the new SAN requires VMware and Microsoft licensing. GovConnection Incorporated has a State of California purchase agreement and under joint purchase participating agencies can acquire goods and services at the lowest price possible through volume discount without repeating the bid process (NIPA-TCPN Contract #R160202). Joint Purchase is a permitted purchasing method per Monterey Park Municipal Code Section 3.20.050(5). The VMware licensing and Microsoft licensing cost for the SAN not to exceed \$30,000.

<i>Item Quote</i>	<i>Price</i>
VMware	\$10,703.84
Microsoft Licensing	\$15,868.71
Total	\$26,572.55

FISCAL IMPACT:

The purchase of the SAN equipment and VMware and Microsoft licensing is part of the Department's CAD/RMS project upgrade which was approved in the 2016/17 fiscal year budget. The project will be funded by General Fund (0010) Capital Improvement (99067), CAD/RMS Software Server Upgrade.

Respectfully submitted by:


Jim Smith *FOR: CHIEF SMITH*
Chief of Police

Prepared by:


Kelly Gordon *BY: SMC*
Police Captain

Approved by:


Ron Bow
Interim City Manager

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Attachment #1 – WCT cost proposal
2. Attachment #2 – GovConnection, Incorporated VMware cost proposal
3. Attachment #3 – GovConnection, Incorporated Microsoft licensing cost proposal

ATTACHMENT 1

WCT Cost Proposal



WCT
27141 Aliso Creek Rd.
Suite #215
Aliso Viejo, CA 92656
Ph: (949) 360 - 9048
Fx: (949) 360 - 9037

QUOTE

Sold To: City of Monterey Park
Jason Sam
320 W. Newmark Ave.
Monterey Park, CA 91754

Phone: (626)307-1208
E-mail: jsam@montereypark.ca.gov

Date	Quote #
02/02/2017	WCTQ13790

Terms	Sales Rep
NET30	Mike Cumberland

Part #	Qty	Description	List Price	Unit Price	Ext. Price
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STORAGE AREA NETWORK REPLACEMENT (SAN) SIMPLIVITY HYPERCONVERGED SYSTEM POLICE DEPARTMENT

SIMPLIVITY OMNISTACK 3650 SOLUTION					
8871K4U	2	Lenovo System x3650	\$3,379.00	\$3,165.00	\$6,330.00
00YJ199	2	SP Xeon E5-2640 2.4GHz 2133MHz 90W	\$1,425.00	\$1,341.00	\$2,682.00
46W0833	14	SM 32GB PC4-19200 DDR4 2400MHz (2Rx4)	\$799.00	\$250.00	\$3,500.00
00FK676	2	System x3650 M5 Plus 8x 2.5"; HS HDD Ass	\$249.00	\$119.00	\$238.00
00FK661	2	System x3650 M5 Plus 8x 2.5"; HS HDD Ass	\$659.00	\$389.00	\$778.00
00YC529	4	SSD 480GB 2.5" SATA M500DC Mainstream	\$1,269.00	\$808.00	\$3,232.00
00WG700	16	HDD 1.2TB 10K 12Gbps SAS 2.5" G3HS HDD	\$989.00	\$372.00	\$5,952.00
00WG685	4	HDD 300GB 10K 12Gbps SAS 2.5" G3HS HDD	\$309.00	\$157.00	\$628.00
46C9114	2	ServerRAID M1215 SAS/SATA Controller for IBM System x	\$219.00	\$147.00	\$294.00
47C8664	2	ServerRAID M5200 Series 2GB Flash/RAID 5 Upgrade for IBM Systems	\$575.00	\$377.00	\$754.00
47C8710	2	ServerRAID M5200 Series Performance Accelerator for IBM Systems-FoD	\$49.00	\$40.00	\$80.00
47C8706	2	ServerRAID M5200 Series RAID 6 Upgrade for IBM Systems-FoD	\$49.00	\$46.00	\$92.00
00KA498	2	MECH PCIe Riser 2x8 FH/FL+1x8 FH/HL	\$89.00	\$49.00	\$98.00
49Y7960	2	Intel x520 Dual Port 10GbE SFP+ Adapter for IBM System x	\$699.00	\$267.00	\$534.00
00KA489	2	ECH PCIe Riser 1x16 FH/FL+1x8 FH/HL	\$89.00	\$40.00	\$80.00
00FK936	2	System x 900W High Efficiency Platinum A	\$399.00	\$149.00	\$298.00



WCT
27141 Aliso Creek Rd.
Suite #215
Aliso Viejo, CA 92656
Ph: (949) 360 - 9048
Fx: (949) 360 - 9037

QUOTE

Sold To: City of Monterey Park
Jason Sam
320 W. Newmark Ave.
Monterey Park, CA 91754

Phone: (626)307-1208
E-mail: jsam@montereypark.ca.gov

Date	Quote #
02/02/2017	WCTQ13790

Terms	Sales Rep
NET30	Mike Cumberland

Part #	Qty	Description	List Price	Unit Price	Ext. Price
--------	-----	-------------	------------	------------	------------

STORAGE AREA NETWORK REPLACEMENT (SAN) SIMPLIVITY HYPERCONVERGED SYSTEM POLICE DEPARTMENT

00YD071	2	MECH System x3650 M5 EIA L - VGA	\$29.00	\$22.00	\$44.00
00FK622	2	System x Enterprise 2U Cable Management	\$29.00	\$23.00	\$46.00
90Y3901	2	IBM Integrated Management Module Advanced Upgrade	\$299.00	\$151.00	\$302.00
00ML706	2	MECH SD Media Adapter w/ 2 blank media	\$299.00	\$131.00	\$262.00
90Y9433	4	5m IBM Passive DAC SFP+ Cable	\$259.00	\$82.00	\$328.00
660-000008	2	Omnistack Card Kit	\$0.00	\$0.00	\$0.00
OS-L-X3650M5-S2XP-10C	2	OmniStack for Lenovo X3650M5 8x1.2TB HDD, 2x480GB SSD, 2x10 core CPU	\$32,650.00	\$17,191.00	\$34,382.00

INSTALLATION

SPLVTINT	2	Simplivity Solution Remote Integration	\$3,000.00	\$3,000.00	\$6,000.00
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3 YEAR SUPPORT

01GX546	2	WARRANTY 3Y Tech Inst 24x7x4	\$790.00	\$766.00	\$1,532.00
OS-SUPPORT-S2XP-10C-T23	2	3 Year Business Critical Support for OmniStack S2XP-10C	\$15,868.00	\$10,008.00	\$20,016.00
SVC-DEPLOY-PER-STAC K	2	SimpliVity fulfilled remote software deployment for a single OmniStack	\$1,500.00	\$1,349.00	\$2,698.00

Quantity must match product quantity

*** WCT IS NOT RESPONSIBLE NOR CAN THEY BE HELD LIABLE FOR ERRORS OR OMISSIONS MADE IN THIS QUOTE ***

NOTE:

- 1) Items labeled **OPTIONAL** are **NOT INCLUDED**
- 2) Sales Tax and Freight (If applicable) are **NOT INCLUDED**

SubTotal	\$91,180.00
TOTAL	\$91,180.00

ATTACHMENT 2
*GovConnection, Incorporated VMware cost
proposal*



ORDERING INFORMATION
GovConnection, Inc. DBA Connection
NIPA-TCPN Contract #R160202
Contract Expiration: 31 July 2019

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: *Manufacturer's Standard Commercial Warranty*

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract #R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: David Spence
Phone: (800) 800-0019 ext. 75046
Fax: 603-683-1133
Email: david.spence@connection.com

24326447.02-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Account Manager:
Phone:
Fax:
Email:

Date: 4/5/2017
Valid Through: 5/5/2017
Account #: 5509301

Customer Contact: Jason Sam
Email: jsam@montereypark.ca.gov

Phone: (626) 307-1208
Fax: (626) 307-2535

QUOTE PROVIDED TO:	SHIP TO:
AB#: 927968 CITY OF MONTEREY PARK FINANCE DIVISION 320 W NEWMARK AVENUE MONTEREY PARK, CA 91754	AB#: 7544925 CITY OF MONTEREY PARK- SUPPORT JASON SAM 320 W. NEWMARK AVENUE MONTEREY PARK, CA 91754
	(626) 307-1208

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
		Small Pkg Ground Service Level	.00 lbs	NET 30	R160202

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract # R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	80	33157725	9EM-00264	Corp. Select Windows Server 2016 Standard 2-CORE License Only level D Microsoft	Microsoft	\$ 73.83	\$ 5,906.40
2	2	32395609	7NQ-00842	Corp. / Govt. Select SQL Server Standard 2016 2-Core License Only Level D Microsoft	Microsoft	\$ 2,398.72	\$ 4,797.44
						Subtotal	\$ 10,703.84
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 10,703.84

ATTACHMENT 3
*GovConnection, Incorporated Microsoft licensing
cost proposal*



ORDERING INFORMATION
GovConnection, Inc. DBA Connection
NIPA-TCPN Contract #R160202
Contract Expiration: 31 July 2019

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: *Manufacturer's Standard Commercial Warranty*

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract #R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: David Spence
Phone: (800) 800-0019 ext. 75046
Fax: 603-683-1133
Email: david.spence@connection.com

24297840.03-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/5/2017
Valid Through: 5/5/2017
Account #: 5509301

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Jason Sam
Email: jsam@montereypark.ca.gov

Phone: (626) 307-1208
Fax: (626) 307-2535

QUOTE PROVIDED TO: AB#: 927968 CITY OF MONTEREY PARK FINANCE DIVISION 320 W NEWMARK AVENUE MONTEREY PARK, CA 91754	SHIP TO: AB#: 7544925 CITY OF MONTEREY PARK- SUPPORT JASON SAM 320 W. NEWMARK AVENUE MONTEREY PARK, CA 91754 (626) 307-1208
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
		Small Pkg Ground Service Level	.00 lbs	NET 30	R160202

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract # R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	4	18922329	VS6-STD-C	Corp. vSphere 6.0 Standard for 1-processor VMware - Licensing	VMware - Licensing	\$ 888.21	\$ 3,552.84
2	1	19171889	VCS6-STD-C	Corp. vCenter Server 6.0 Standard per Instance VMware - Licensing	VMware - Licensing	\$ 5,351.57	\$ 5,351.57
3	4	19171811	VS6-STD-3P-SSS-C	Corp. Production SnS for vSphere 6.0 Standard for 1-processor for 3-year VMware - Licensing	VMware - Licensing	\$ 805.97	\$ 3,223.88
4	1	19054228	VCS6-STD-3P-SSS-C	Corp. Production SnS for vCenter Server 6.0 Standard for vSphere 6 per Instance for 3-years VMware - Licensing	VMware - Licensing	\$ 3,740.42	\$ 3,740.42
						Subtotal	\$ 15,868.71
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt
						Total	\$ 15,868.71



City Council Staff Report

DATE: APRIL 19, 2017

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: SCOTT HABERLE, FIRE CHIEF
SUBJECT: AMBULANCE REMOUNT OF RA 62 – AWARD OF BID

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Leader Industries for a total amount of \$95,942.80. Funds in the amount of \$95,000 have been budgeted in Fiscal Year 2016-2017 Account Number 0060-801-4211-54130 and the overage of \$942.80 to be expended from Account Number 0060-801-3210-38400.
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

The Fire Department's Rescue Ambulance RA 62, inventoried in the City Shops as Unit #065, is a 2009 Ford E-350 Type III module Rescue Ambulance. It is unreliable and has been requiring numerous repairs. Staff solicited bids to remount this ambulance with a new 2017 Ford E-350 Ford Gasoline Cutaway Chassis and seeks Council consideration to award the bid to Leader Industries.

BACKGROUND:

The Fire Department responds to more than 4,900 emergency calls each year, with 80% related to emergency medical service. These services are provided through two rescue ambulances operating daily, one from Station 61 and the other from Station 62.

RA 62 is a 2009 Ford E-350 rescue. Since its purchase, this unit has had numerous problems, which fortunately has primarily been covered by the vehicle warranty. However, some of these repairs have been major and each time a repair is required, it removes the ambulance from service. The motor has been pulled four times for repairs, including but not limited to, oil pressure, transmission, power plant, fuel system, and the coolant system. Many of these issues stem from Ford's diesel engine and this remount will change the diesel engine to gas. It will be the last of three ambulances that require the diesel change.

Rather than purchase a new ambulance that costs over \$155,000, staff recommended remounting the older ambulance with a new 2017 Ford E-350 Gasoline Cutaway Chassis. This includes removing the existing patient care compartment from RA 62 and placing it on a new chassis that contains a new power and drive train. Staff prepared specifications for the remount, a Notice Inviting Bids was issued February 20, 2017, and sent to Emergency Vehicle Group, Braun Industries, and Leader Industries. Bid responses were due on March 17, 2017.

Leader Industries was the sole bidder at a proposed cost of \$95,942.80. Leader Industries is a well known ambulance manufacturer that has been in the business since 1975 and specializes in Type II and Type III ambulances. Type II and Type III ambulances are used for advance life support. Leader is also a Certified Ford Qualified Vehicle Modifier, which means any work done by this company on the City's Ford ambulance will not void any Ford product repair issues or warranty items.

Staff recommends award of the bid to Leader Industries and seeks Council approval to authorize the Interim City Manager to execute an agreement in a form approved by the City Attorney. As the recommended proposal exceeds the budgeted amount of \$95,000, staff also seeks City Council approval to expend the \$942.80 from the Fire Department's existing Repairs and Maintenance Budget for apparatus in the amount of \$942.80.

FISCAL IMPACT:

The cost for the ambulance remount is \$95,942.80 and will be expended from the Auto Shop Vehicle Replacement Account #0060-801-4211-54130 and \$942.80 from the Fire Department Emergency Operations Division, Repairs and Maintenance Account for apparatus, Account #0060-801-3210-38400.

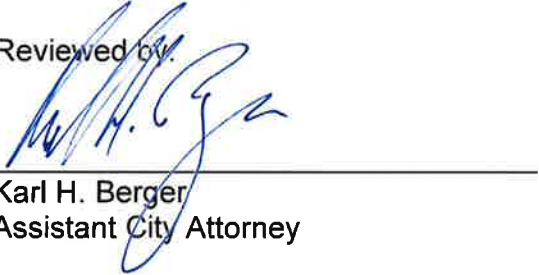
Approved by:

Respectfully Submitted:


Ron Bow
Interim City Manager


Scott Haberle
Fire Chief

Reviewed by:


Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. Leader Industries Proposal

**ATTACHMENT NO. 1
LEADER INDUSTRIES PROPOSAL**



Ambulance Remount Proposal

City of Monterey Park

Bid # 821

February 20th 2017

Due March 17th 2017 at 4:00 PM

**2010 Type III, 145" Long X 92" Wide X 72" Headroom Module
Remounted to Ford 2017 and updated per specifications**



Steve De La Montanya
Cell Phone: (707) 529-7522
Office Phone (626) 459-5110
Fax: (626) 575-0296
E-Mail – steve.delamontanya@leader-ambulance.com

10941 Weaver Avenue, South El Monte, CA 91733 * Telephone: 626-575-0880 * Fax 626-575-0286



TYPES I, II & III AMBULANCES / CCT UNITS

LEADER is proud to present this proposal in response to the Request for Proposal, #821
For an emergency medical vehicle – remount/rehab

We have chosen to complete the remount at or Leader South El Monte production facility as the best location to meet the requirements of the specifications provided and to provide the highest level of convenience to the City of Monterey Park. This work will be completed within 20 miles of the City of Monterey Park in the City of South El Monte California.

This Proposal is available for piggyback purchases by the City of Monterey Park and other agencies approved by City of Monterey Park. The term of this quote may be extended to 4 years with 1 annual price adjustment each year not to exceed the amount reflected in the West Coast Consumer Price Index. The Ford Chassis will be subject to the current FORD OEM Pricing and applicable rebates available at time of piggyback order. Loose equipment will be subject to the current pricing available at time of piggyback purchase.

Leader Emergency Vehicles has been manufacturing Emergency and Specialty Vehicles in California for over 40 years and maintains an impeccable reputation for quality and product integrity. Leader distributed units are in wide use in the western states, representing more than 80% of the market share in California alone. Our Leader factory for Type I, II & III ambulances is located in South El Monte California, in the Los Angeles area where we maintain 100% control of the manufacturing process from the raw chassis to the finished product.

There are many advantages to including LEADER products in your fleet:

- LEADER assures you of having the highest quality unit available in the industry.
- LEADER is in closer proximity to your service than any other manufacturer.
- LEADER has the lowest warranty claim rate in the industry.
- LEADER has the highest in customer satisfaction.
- LEADER units customarily have the highest resale/trade-in value on the market.
- LEADER customers enjoy reduced delivery cost and travel expense.

These are but a few of the reasons why LEADER is the #1 Choice for Type II and Modular ambulances conversions on the west coast.

Steve De La Montanya

Sincerely,

Steve De La Montanya
Manufacturer Representative
LEADER INDUSTRIES
(626) 459-5110
E-MAIL steve.delamontanya@leader-ambulance.com



CALIFORNIA REPUBLIC

LET US MAKE YOU A LEADER

LEADER INDUSTRIES

Steve De La Montanya
10941 Weaver Avenue
So El Monte, CA 91733
707-529-7522

Monterey Park F.D

350 W. Newmark Av
Monterey Park, Ca 91754
Ron Price



Parent Job 2022

Remount Base Vehicle**(2017) FORD V10 E350 Gas Cutaway Chassis 138"****Factory Rebate(Must supply FIN or K code to qualify) PLEASE NOTE I FORD OR CHEVY (\$6,045)****SPECIAL: \$4,945****THE ABOVE ITEMS ARE ALREADY INCLUDED IN THE CONTRACT PRICE.****SHIPPING FOB MONTEREY PARK FIRE. MONTEREY PARK. CA**

		<i>Each</i>	<i>Extended Amount</i>
1	Subtotal for base vehicle, rebates and discounts :	\$67,338.00	\$67,338.00
	Subtotal for all option items:	20,874.00	20,874.00
	SUB TOTAL FOR VEHICLE AND ALL ITEMS IN THE CONTRACT:	88,212.00	88,212.00
	Subtotal for base vehicle and all taxable items:	\$88,212.00	\$88,212.00
	Sales tax calculated at : 8.75 %	7,718.55	7,718.55
	Estimated DMV fees:	0.00	0.00
7	Tires fees (\$1.75) per tire:	12.25	12.25
	Delivery Fees:	0.00	0.00
Contract Total:		\$95,942.80	\$95,942.80
Estimated delivery is 90 days from old chasis being recieved at Leader (subject to shceduling).			
Customer Representative Date: _____		Payment: (Please check one)	
		Leasing	☐
		Company Check	☐
		Wire Transfer	☐
Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to these purchased products. TERMS: All Vehicle Sales Are C.O.D. Titles to be Processed Upon Receipt of Payment In Full Quotation is valid for 60 days THANK YOU FOR YOUR BUSINESS			

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



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

City Clerk
Vincent D. Chang

City Treasurer
Joseph Leon

CITY OF MONTEREY PARK NOTICE INVITING BIDS

REMOUNT OLDER FORD DIESEL E-350 TYPE III MODULE AMBULANCE TO A NEW 2017 FORD E-350 GASOLINE CUTAWAY CHASSIS

BID NO. 821

DATE: 02-20-2017

The City of Monterey Park is seeking bids to remount an older(2010) Ford E-350 Type III module ambulance to a new 2017 Ford E-350 Gasoline Cutaway Chassis. If your firm is interested, please submit a proposal according to the attached specifications. Bids must be submitted no later than 4:00 p.m. on March 17, 2017 to the following address:

City of Monterey Park
Attn: Tim Shay,
Support Services Manager
320 W. Newmark Avenue
Monterey Park, CA 91754

If you have any questions or comments regarding this bid prior to the bid opening date, please contact Division Chief Ken Leasure at (626) 307-1270 or me at (626) 307-1340.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Shay", is written over a horizontal line.

Tim Shay
Support Services Manager

1. Each bidder shall meet all of the specifications. Non-substantial deviations may be considered provided that the bidder submits a full description and explanation of and justifications for the proposed deviations. Final determination of any proposed deviation will be made by the City of Monterey Park. The City of Monterey Park, California, reserves the right to purchase the equipment, which in our opinion represents the best value to the City for the duty to be performed.
2. Each bid must be submitted on the form provided in the bid package. Bid documents shall be enclosed in an envelope, which shall be sealed and addressed to the Support Services Manager, 320 West Newmark Avenue, Monterey Park, California 91754, (only one bid per envelope is permitted). Additionally, the completed bid sheets should be clearly labeled with the bid title, and name of bidder.
3. TIME OF DELIVERY is a part of the consideration and must be stated in definite terms and must be adhered to.
4. TERMS of less than 30 days for cash discount will be considered as net.
5. ALL QUOTATIONS must be signed with the firm's name by a responsible officer or employee. Obligations assumed by such signature must be filled.
6. The City of Monterey Park reserves the right to reject any or all quotations, waive any informality in bids, and to accept or reject any items thereon.
7. Cost of inspection on deliveries or offers for delivery, which do not meet the specifications, will be for the account of the vendor.
8. The vendor shall hold the City of Monterey Park, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the quotation.
9. Quotations are subject to acceptance at any time within 90 days after opening of same unless otherwise stipulated.
10. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
11. If you do not quote, return the Bid Submission Form and state reason. Otherwise, your name will be removed from the mailing list.

12. Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this bid shall be extended to other public agencies for the below stated period of time after bid award by the City of Monterey Park. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be handled directly by the additional agency(ies) and the Contractor. The City of Monterey Park shall be notified immediately of any agency(ies) added to the contract.

Yes ☒ _____ No ☐ _____ Period of time _____

13. Recycling

The City of Monterey Park encourages all vendors to use recycled materials whenever possible.

14. Delivery of the equipment shall be made to:

**City of Monterey Park, Fire Department Station 61
350 West Newmark Avenue
Monterey Park, Ca 91754**

General Requirements:

The project to be completed shall be to remount an older Ford diesel E-350 Type III module ambulance to a new 2017 Ford E-350 Gasoline Cutaway Chassis. Completion and delivery is to be 90 days after receipt of the current 2010 diesel powered Ford E-350 chassis and signed offer. There will be a \$100.00 per business day penalty for remount delivery running longer than the agreed 90 day build time. **See Exception - Tab #7**

Successful vendor must have a manufacturer owned or certified and approved service facility within a 100 mile radius of the City of Monterey Park and also offer direct reimbursement for authorized warranty work performed by the City of Monterey Park. **NO EXCEPTIONS**

The vendor/bidder will be required to provide evidence of product liability insurance and must be in an amount of not less than \$2,000,000.00. A copy of the bidders' liability insurance must be provided with the bid proposal. Failure to comply with this requirement will be cause for rejection of your bid. **NO EXCEPTIONS**

The vendor must possess a California Department of Motor Vehicles Dealers license. A copy of the valid Dealer License must be supplied with your bid proposal. **NO EXCEPTIONS**

The salesperson for the vendor/bidder must possess a valid California Department of Motor Vehicles Vehicle Salesperson License. A copy of the valid Salespersons License must be supplied with your bid proposal. **NO EXCEPTIONS**

There shall be a pre-construction conference held at the dealer/manufacturer's facility no later than 21 days following the date the purchase order is issued. A completed work order shall be made available at this meeting for final approval and signatures.

All bidders responding to this bid must indicate if you are complying with the specifications by answering each specification. In order to help the department understand each bid response clearly, each bidder must mark in **BLACK** the areas of compliance. If there are areas of noncompliance and exceptions to the specification, each bidder must mark in **RED** the area that the bid does not comply with the specification exactly as written. If these directions are not followed, your bid will be rejected for the lack of required information.

Item #		Requirement	Comply Yes/No	List Deviations Exceptions/Alternatives
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1.		Introduction		
2.	Application	This vehicle will be used for emergency medical response, in all weather and under all road conditions.	YES	
3.	General	The successful bidder will complete remount of the specified module from the old chassis to the new specified chassis and complete the specified upgrades and changes meeting the specifications contained within this document.	YES	
4.		This specification describes a used, late model Ford E-350 type 3 ambulance vehicle specifically constructed for emergency transport of injured or sick individuals by the City Monterey Park Fire Department. This is a dedicated Advanced Life Support Transport Unit. The ambulance shall be completely remounted and refreshed as specified and be ready for service upon delivery.	YES	
5.		State comments and or exceptions in the blank spaces provided for each section regarding the vehicle or equipment offered corresponding to the specifications set forth. FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.	YES	
6.		Proposals shall be submitted in a hardbound binder. In order to facilitate evaluation, the binder shall be divided by header into the following minimum sections: A. Provided Quotation Form, showing product bid, model year, price, and delivery date. B. Specification: Purchasers advertised specifications completed as required. C. Proposal: Selected Features List for the unit proposed, D. Warranty: Complete written certificates of Modular, Electrical, Paint, and Conversion warranties. E. Required Documentation: Proof of Insurance, FORD QVM Cert, California Manufacturers License, California Dealer License, Ca. Sales Permit, and Sales	YES	

		Person License. Bidder's proposal meets all of the requirements listed above.		
7.		The quotation will be submitted on the form provided. The overall quotation shall include a firm price for a vehicle meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model year of both the chassis and the conversion shall be clearly stated in the contract. The Agency maintains the right to extend the terms of this contract to other State and Local Government agencies. This proposal price shall be valid for the specified term listed on the provided bid form. The term of the conversion quote may be extended to 2 years with 1 annual price adjustment each year not to exceed the amount reflected in the West Coast Consumer Price Index. Chassis will be subject to the best Current Chassis pricing available at time of order. It is understood that The City of Monterey Park assumes no liability of any kind in allowing other agencies to "piggy-back" or "tag-on" to this proposal. The purchase of "piggy-back" or "tag-on" vehicles will be solely between the successful vendor/dealer and the other interested agencies.	YES	
8.	Standards	The highest degree of quality, both in the materials, workmanship, and in the building processes, is required for the emergency medical vehicle being proposed. At a minimum the manufacturer being proposed must meet all current mandated and voluntary ambulance design standards in effect at the date of the proposal submission. All current Federal Motor Vehicle Safety Standards (FMVSS) must be met. Provisions of California OSHA, Standard of Automotive Engineering and built in accordance with the ambulance design criteria of the National Highway Traffic Administration, U.S. Department of Transportation. All electrical and mechanical equipment furnished shall comply with the California administrative Code; Title 8	YES	

		(Industrial Safety Orders), Title 24 (State Building Standards Law) and Title 17 (Public Health). All electrical equipment furnished shall be grounded, with any exceptions only as approved in the referenced applicable titles. The omission from the specifications of any standard feature as shown in the manufacturer's brochure shall not alleviate the successful bidder from the responsibility of furnishing a complete serviceable unit..	YES	
9.		The contractor providing the remount service of the vehicles shall have the ability complete all aspects of the remount within their manufacturing facilities, with the exception of the cab and chassis. The complete modular remount service must be completed "In House" by the contracting firm. No aspects of the remount may "Contracted Out" to another company or corporation. Accessories such as light bars, sirens, etc. are not considered as basic components of the modular body	YES	
10.		Single-source responsibility for all warranties pertaining to the modular body and ambulance conversion workmanship is the responsibility of the manufacturer. A Conversion warranty from other than the final conversion remount supplier will not be acceptable.	YES	
11.		All parts, equipment and accessories will be completely installed, assembled and/or adjusted as required by factory specifications and/or these specifications, and will conform in strength, quality of material and workmanship to recognized industry standards.	YES	
12.	Brand Names:	Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Monterey Park, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one	YES	

		that in the opinion of the City of Monterey Park is the equal thereof in every respect.		
13.	Qualifications	Proposals will only be considered from bidders that have an established reputation in the field of ambulance construction and remounting and that have been building ambulances for a minimum of ten (10) years.	YES	
14.		The contractor must be registered with the State of California as an Ambulance Manufacturer.	YES	
15.		The manufacturer shall comply with Ford Motor Company's QVM program. A copy of the manufacturer's current QVM certification must be submitted with the bid. The current QVM certification is included.	YES	
16.		The supplier must be registered with the State of California as a California Vehicle Dealer. The Vendor shall include with their bid a copy of their California Automobile Dealers License.	YES	
17.		The Sales representative submitting this quotation shall include with their bid a copy of their California Vehicle Sale Person License.	YES	
18.		The proven durability and reliability of this product is of the utmost concern. Each bidder submitting a proposal must furnish references consisting of in-service units of similar conversion and remounting processes being proposed. All references shall include owner, address, contact name and phone number, and the model owned. A minimum of Three (3) references shall be provided:	YES	
19.	Liability:	The bidder shall defend, indemnify, and save harmless the purchaser and its officials from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder, his agents or employees, in the execution of the contract or in consequence of insufficient protection or for the use of any patented invention by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the purchaser from money due or to become due to the bidder under this contract, until such claims have been discharged or satisfactorily secured. Each bidder must furnish a Certificate of Insurance showing aggregate total of insurance, which shall not	YES	

		be less than Two Million (\$2,000,000) The current Certificate of Insurance is included.		
20.	Warranty	The proposal shall include all warranties that are required in the following detailed specification. Lifetime warranties will not be accepted because of their unclear nature of duration. All warranties must have specific time durations and shall define warranties on specific components. The minimum acceptable warranty periods are noted below. <u>All warranties shall be from the manufacturer as opposed to a distributor or service center.</u>	YES	
		In the Space to the right, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.		
21.		CHASSIS WARRANTY: (Cab and Chassis shall be covered under the Chassis manufacturer's standard warranty). Warranty service to be provided by the local chassis vender service center.	YES	
22.		CHASSIS EXTENDED WARRANTY: In addition to the Chassis standard OEM Warranty a Ford Premium Care 5 year 100,000 miles, \$0.00 deductible extended chassis warranty will be provided.	YES	
23.		CONVERSION WARRANTY: 3 Years/50,000 Miles	YES	Proposed warranty term: Year(s), 3 Miles50,000
24.		PAINT WARRANTY: 1 Years/12,000 Miles	YES	Proposed warranty term: Year(s), 1 Miles12,000
25.		For verification of the completed warranty terms stated above the bidder must include printed manufacturer's warranty certificates that meet or exceed the minimum required periods stated above. Are the manufacturers warranties included	YES	
26.		Warranty shall begin on the date the City of Monterey Park places the unit in service.	YES	
27.		The converter shall repair or replace any such item(s) necessary during the warranty period at its own cost and expense, without cost to the City.	YES	
28.	Service availability	Converter shall maintain a company owned single point Service, Warranty Repair, and Remount facility within a 25-mile radius of Monterey Park City Hall. Such single point warranty facility shall be capable of handling all warranties pertaining to the ambulance conversion and equipment.	YES	Facility name: Leader Industries Address: 10941 Weaver Ave City: South El Monte CA

				Contact: Julio Cantu Phone #: (626) 459-5147
29.		Full-time service repair personnel	YES	Number of Employees: 115
30.		Stocking of complete ambulance parts	YES	
31.		Electrical repair	YES	
32.		Cabinet repair	YES	
33.		Paint and body repair	YES	
34.		A full parts inventory will be maintained in the State of California. Next business morning delivery to the City of Monterey Park is to be available for all parts orders received by 3:00 pm Pacific Standard Time.	YES	
35.	Plans and engineering conference:	Within 30 days after the contract has been awarded, the converter shall participate in an engineering meeting at which time the entire specification for the equipment shall be reviewed by both the converter and the City of Monterey Park Management team so both parties fully understand how the equipment shall be constructed. A Dealer/Distributor employee is not an acceptable substitute for a Contractor's Representative.	YES	
36.		The successful bidder shall provide for a factory visit by four (4) City of Monterey Park employees at a Plans and engineering conference: A trip requiring travel of more than 200 miles from MPFD, shall be via commercial air carrier and shall include transportation, room, and board for 3 day/2 night stay.	YES	
37.	Final Inspection Conference	The successful bidder shall provide for a factory visit by four (4) City of Monterey Park employees at Final Inspection at the manufacturing facility prior to delivery. It will be the responsibility of the distributor to ask for inspection when vehicle is ready for delivery. The burden of proof of compliance with this specification will be the responsibility of the bidder. A trip requiring travel of more than 200 miles from MPFD, shall be via commercial air carrier and shall include transportation, room, and board for 3 day/2 night stay.	YES	
38.	Delivery	The vehicle shall be delivered over the road to the purchaser. The vehicle will be delivered cleaned fueled and in new condition. The mileage on the ambulance when delivered to City of Monterey Park is not to exceed 200 miles.	YES	

39.		The purchaser shall perform an acceptance test and a visual inspection of all on-board equipment and vehicle components in addition to conducting a road test of each unit.	YES	
40.		The successful bidder will register vehicle(s) with the California Department of Motor Vehicles (DMV). Successful bidder will apply for <u>EXEMPT</u> registration. Title and license plates will be delivered within 30 days of receipt of final payment.	YES	
41.		Contractor shall furnish a copy of the certified weight slip with the completed vehicle.	YES	
42.	Chassis Disposal:	The used chassis is to be disposed of by the ambulance remount contractor after it is removed from the ambulance conversion. And must notify the DMV of such actions.	YES	
43.	Conversion info:	The following section describes original conversion information CHASSIS INFO. Year: 2010 Make: Ford Model: E-350 Miles: VIN: 1FDWE35P09DA83322 AMBULANCE CONVERSION INFO: Leader 145 L#38549 Model: LI92 Mickey Body Type: 3 Cab to Axle: 100 Body Length: 145 Body Width: 92 Interior Height: 72" Cab Connection Type: Walkthrough Body Mount Style: Puck Fuel Fill Location: Left Rear Electrical System: Leader Switch and Relay	YES	
44.		Chassis:		
45.	Chassis:	Ambulance shall be remounted onto a new contractor supplied chassis.	YES	
46.	Base Chassis	2017 FORD E-350 SUPER DUTY: The vehicle converter shall supply a 2017 138" wheelbase 80" Cab Axle Ford E Series Super Duty cutaway chassis. The chassis shall include Ford's Ambulance Prep Package.	YES	

47.	Engine:	-6.8L Triton V10 gasoline engine -305 HP @ 4250 RPM) -420 lb. Ft. Torque @ 3250 RPM) -40 gallon fuel tank mounted between the frame rails aft of the rear axle.	YES	
48.	Transmission:	-Torq-Shift 5-Speed automatic with overdrive. -Transmission Oil Cooler	YES	
49.	Rear axle:	Ratio: 4.56:1 limited slip	YES	
50.	Overall weight ratings:	-GVW: 11,500 lbs. -Front GAWR: 4,600 lbs. -Shock Absorbers: Heavy Duty-Front and rear -Stabilizer Bar: Front and rear	YES	
51.	Tires and wheels:	Quantity of seven (7) tires with spare shipped loose -Tire size to be LT225/75R16 Load Range 'E' -Tires shall be all season radials -Steel wheels	YES	
52.	Brakes:	-Front and Rear: 4-wheel hydraulic disc with ABS -Power Assist: Hydro-boost -Parking Brake: Foot Operated	YES	
53.	Interior appointment standards:	-Power steering -Tilt steering with factory speed control -Courtesy lights -Dual padded sun visors -High Series door trim panels -A pillar grab handles -Cloth headliner -Rear view mirror -Power door locks -Power windows -Two 12V power points -Sound reduction package -Light/Convenience group -Heat/Air conditioning -Dual O.E.M. cloth-covered captain's chairs with inside folding arm rests -Rubber Mat on cab floor -Second generation driver and passenger air bags -An electronic AM/FM stereo/CD player with two (2) speakers installed in cab -Factory gauges for oil pressure, fuel capacity, and water temperature. -The converter-added digital display shall provide both ammeter and voltmeter	YES	

54.	Additional appointment standards:	-Tinted glass -Dual electric horns -Interval wipers -Mirrors, telescopic trailer tow with power adjustable flat glass and manually adjustable convex -ICC marker lights (Installed by vehicle converter) -Halogen headlights with daytime running lights -Chrome-plated front bumper -Auxiliary idle control -Auxiliary heat/AC connections -Front license plate bracket	YES	
55.	Batteries:	The vehicle shall be equipped with two (2) New Ford OEM batteries. The Batteries are to be converter relocated on a roll-out tray in the rear battery compartment.	YES	
56.	Alternator:	A single 225 amp O.E.M. Motorcraft alternator shall be installed by the chassis manufacturer. The alternator shall be internally regulated.	YES	
57.	Exhaust:	EXHAUST SYSTEM Single, Horizontal, Includes Horizontal Tail Pipe exiting curbside behind the rear wheel.	YES	
58.	Chassis Hardware & Accessories:	MUD FLAPS, REAR: The vehicle converter shall install individual rubber mud flaps behind each rear wheel.	YES	
59.		RUNNING BOARDS: Running boards shall be installed on each side of the cab at the cab entry points. The running boards shall be constructed with .125" thick 3003-H14 alloy polished aluminum diamond tread plate, Star punched for added slip resistance.	YES	
60.		REMOVABLE ALL WEATHER FLOOR MATS: The Floor Mats are to have deeply sculpted channels designed to trap water, road salt, mud and sand. Floor Mats are to be made from an advanced rubber-like Thermoplastic Elastomer (TPE) compound that is an OEM approved.	YES	
61.		MANUALS: The following manuals shall be supplied at the time of delivery of each unit One (1) chassis operator's manuals.	YES	
62.		FUEL: The unit is to be delivered with a Full Fuel Tank:	YES	
63.		Conversion Modifications:	YES	
64.	Conversion info:	The following section describes original conversion information	YES	

		Original: Leader 145 L#38549 Model: L192 Mickey Body Type: 3 Cab to Axle: 100 Body Length: 145 Body Width: 92 Interior Height: 72" Cab Connection Type: Walkthrough Body Mount Style: Puck Fuel Fill Location: Left Rear Electrical System: Leader	YES	
65.	Chassis Remount Requirements:	Add cab to body seals on new chassis	YES	
66.		Add new mounting hardware to chassis. There shall be a minimum of Ten (10) OEM above frame mounts, designed specifically to through bolt to the frame rail upper section and the converter mounting rails. Each body mount shall accommodate a urethane vibration isolator and support for the bodies mounting sill. A grade L-9 seven sixteenth inch diameter by four inch long hex-head bolt shall be used to bolt the sill down at each isolator site	YES	
67.		Remove and install on new chassis, radio cables.	YES	
68.		Remove and install on new chassis existing fiberglass overhead console with switch panel to new chassis.	YES	
69.		Relocate Cab Mounted Equipment. Two (2) Flashlights. Two (2) Portable radio chargers	YES	
70.	Module Remount Requirements:	Remove module from old chassis.	YES	
71.		Mount Module to new chassis	YES	
72.	Module body Remount Requirements:	DOOR SEALS: Install new weather strip on all module entrance doors and exterior compartments. The module doors incorporate an extruded rubber seal located around the perimeter of the door. The replacement seal shall insert into a groove in the inner door extrusion.	YES	
73.		RUB RAIL: Replace the damaged curbside forward polished stainless steel lower body rub rail.	YES	
74.		RUB RAIL: Replace the plastic body spacers between the Stainless Steel Rub rails and the body.	YES	
75.		DRIP RAILS: Replace aluminum Drip Rails, mounted over exterior compartments.	YES	
76.		REPLACE DIAMOND PLATE CORNER GUARDS.,		

		Replace the two rear diamond plate corner guards with new .125" bright diamond plate. Quantity: 2	YES	
77.		REAR DOOR SILL PLATE: Install new stainless steel sill plate at rear patient access doors.	YES	
78.		SIDE DOOR SILL PLATE: Install new stainless steel sill plate at side patient access doors.	YES	
79.		COMPARTMENT DOOR SILLS: Install new stainless steel sill plates at each compartment access doors. QUANTITY: 6	YES	
80.		REPLACE GAS STRUT HOLD OPENS: Replace all gas strut hold open devices on the curbside entry and compartment doors. Quantity: 8	YES	
81.	Interior cabinets Requirements:	CUSTOM CAB CONSOLE AND EXTENSION: Provide a New Custom console with the rear portion stepped down as a mounting platform for the install of Two (2) Customer supplied portable radio chargers. Forward flat surface for install of MDT mounting base with Sigtronics push to talk buttons. Angled surface for install of One (1) customer supplied Radio on the driver's side. Sigtronics control unit, and Hole cut for Key Secure vault on the passenger side. Custom extension to accommodate install of two (2) cup holders at the rear. Reinstall components from old to new console in same configuration. Leave room to access vertical Bulkhead console. Refer to console in new in service unit at Monterey Park Fire.	YES	
82.		CAB GLOVE STORAGE CHANGE: Remove Three Glove box storage. Install new padded storage for two standard boxes of gloves on the top w/Hinged aluminum door with pull through holes gloves access. Refer to prints	YES	
83.		IV SUPPLY CABINET: Add an IV storage cabinet to the forward curbside wall. Upper section will have 3/8" hinged Plexiglas door w/ non-locking Black "D" ring latch, with (2) adjustable shelves. Lower section storage for IV catheters with (4) removable Plexiglas dividers. Refer to Monterey Park Fire Unit 62	YES	
84.	Interior trim and color	REPLACE MODULE FLOOR MATERIAL: Remove and replace entire patient area floor with new	YES	

	Requirements:	material. All voids and pockets shall be filled with a sealer or caulking compound to provide a 100% smooth finish for install of the finish floor. LONCOIN FLECKSTONE BLACK ONYX #150UV		
85.		REPLACE ALL INTERIOR UPHOLSTERY: Replace all interior upholstery with water fall style cushions and backrests. Include bench cushions, CPR seat, hip cushions, backrests, and head bumpers. Install new closeouts. Color: Black Doeskin #DOS4849	YES	
86.		REPLACE ATTENDANT SEAT: Attendant seat WISE 6 degree high back w/ built in child seat, w/ armrests. ILOS Color: Black Doeskin #DOS4849 NOTE: Replace the seat base with a non-swivel Storage style Steel Base with isle side drop down door.	YES	
87.		REPLACE PLEXIGLAS: Replace all Plexiglas sliding and hinged doors. Quantity of Sliding: Seven (7) Pairs Quantity of Hinged: Seven (7) Plexiglas Color: Light Tint	YES	
88.		REPLACE BENCH HOLD OPENS: gas Install new gas spring hold opens on squad bench lid.	YES	
89.		REPLACE SEAT: Seat belts, (3) Lab belt Restraints, (2) for squad bench attendants, (1) for CPR seat attendant, (2) restraints for squad bench patient.	YES	
90.	Warning devices	Siren Speakers, Install New (2) Cast Products 100 watt siren speakers, recessed thru front OEM bumper. (Polished Aluminum Finish)	YES	
91.		GRILLE LIGHTS, 500 SERIES SUPER LED: TIR6, 500 series Super LED grille lights shall be installed. LED COLOR: RED/RED GRILLE LIGHT HOUSINGS FOR 500 SERIES TIR6 LED GRILLE LIGHTS LH52603/04 grille light housings will be installed on the cross member of the grille for mounting of 500 series Super LED, TIR6 grille lights.	YES	
92.		INTERSECTION LIGHTS: Relocate chassis intersection lights from old chassis to new.	YES	
93.		MODULE LIGHTING: Remove and re-install existing lighting after color sanding and polishing existing paint.	YES	
94.		HEADLIGHT FLASHER:		

		Install standard headlight flasher.	YES	
95.	Electrical control center	CAB OVERHEAD SWITCHING: Relocate Existing fiberglass overhead panel with switch panel and siren to new chassis.	YES	
96.		MAP LIGHTS: Install (2) dual Red/White LED map lights located in cab head liner, (1) above driver, (1) above passenger.	YES	
97.		REAR VIEW CAMERA SYSTEM: Relocate from old chassis to new. Rear view camera system, (1) camera Voyager-VCCS130 Kit, with rear view mirror mounted color monitor (BOYO-VTM600).	YES	
98.		TRANSFER OLD CONSOLE ITEMS TO NEW CENTER CONSOLE: Radio Heads, MDT, TA Advisor,	YES	
99.		12 VOLT USB CONSOLE POWER: Install Two (2) Blue Sea dual 12 volt USB ports in the front console. Exact location to be determined during pre-construction.	YES	
100.		LED CABINET LIGHTING: Install new Interior cabinet lighting, LED strip lighting inside compartments including below action wall panel, activated w/ lit switch in action wall.	YES	
101.	Electrical and mechanical	SHORELINE: Replace with 20 Amp Super Auto Eject w/Dynamic Disconnect. Cover Color: RED	YES	
102.		REMOTE DOOR LOCK RELEASE: Install a remote front door lock release button located in the front grille.	YES	
103.		HVAC REQUIRMENTS: Replace A/C hoses And heater hoses for the patient compartment heat/AC unit.	YES	
104.		HVAC REQUIRMENTS: REPLACE HEAT/AC SYSTEM Install a new Heat/AC system in existing location. Retest unit for full functionality.	YES	
105.		CUSTOMER SUPPLIED ANTENNA LEAD: Install customer supplied WIFI antenna lead. Originate: Module roof above the right front corner, Terminate: Center console.	YES	
106.	Oxygen system requirements	OXYGEN SYSTEM REPLACEMENT: replacement of oxygen outlet assembly, 1/4" Green oxygen hose, protective conduit, and oxygen fittings. Quantity: Three (3)	YES	
107.	Patient handling equipment	REMOVE OLD AND INSTALL NEW: (2017) Cot fastener, Ferno #173-2, Permanent mount, for #28 cot only).	YES	

		COT FASTENER MOUNTING METHOD: All mounting bolts shall be 3/8" diameter, socket head cap screws with at least 16 threads per inch. All mounting blocks shall be supplied and manufactured by the cot mount manufacturer. The mounting blocks may protrude above the flooring surface by up to 3/16", as long as all of the edges are chamfered. The cap screws shall not protrude above the upper surface of the mounting block.	YES	
108.	Paint, Body And Graphics:	PAINT AND STRIPING: When repainting is required an acrylic urethane paint process shall be used.. This process shall extend to the chassis if the vehicle converter must perform paint or body work to the chassis. The final paint application shall be free of material application imperfections such as orange peel, streaking, or a dull finish. The final application shall provide a high gloss on all body surfaces including the roof and excluding the underside.	YES	
109.		SPRAY OUT PANEL: A paint sample, based on proposed color formula is required by the customer for exact color match. Monterey Park Fire approval is required prior to painting of the unit. PAINT COLOR: RED PAINT NUMBER: RED, FLNA#31415	YES	
110.		CHASSIS PAINT: PAINT COLOR: RED PAINT NUMBER: RED, FLNA#31415 !!! CONFIRM PAINT MATCH TO MODULE. Door jambs, and wheel well openings to be painted to match exterior colors.	YES	
111.		PAINT AND BODY REPAIR: #1 Repair and repaint left rear corner extrusion above the corner diamond plate. #2 Repaint the inner door frames on the two rear module entry doors. #3 Touch up paint damage on edge of the module side entry door. Refer to prints.	YES	
112.		MODULE PAINT REQUIREMENTS: Do not repaint the Module. Strip vinyl graphics and lettering. Color Sand and Buff module paint. Note: Excludes removal of the rear Chevrons.	YES	

113.		CUSTOM BELTLINE STRIPE: Remove and replace the belt line stripe. Reflective Scotchlite Beltline Stripe: Color: 3M 680-64 Gold Scotchlite: Dimension: 4" Horizontal 5.5" vertical striping Configure: Z stripe over forward compartment, refer to prints. Note .250" Black borders on all stripe edges	YES	
114.		CUSTOM LETTERING: Remove and re-install new lettering. Material: 3M 680-64 Gold Scotchlite, Black Vinyl Borders, Cab Doors: "MONTEREY" 3.25" "PARK" City Seal "FIRE DEPT." 3.25" Locate In stripe brake. Module Streetside: "MONTEREY PARK" 5" "FIRE DEPT." "PARAMEDIC RESCUE" Module Curbside: "MONTEREY PARK" 4" "FIRE DEPT." "PARAMEDIC RESCUE"	YES	
115.		UNIT NUMBERS: Material: White Reflective Scotchlite Borders: .250 Black Vinyl Module Front: RA 61" 10" Module Sides RA 61" 12" Module Rear: RA 61" 12"	YES	
116.		DOOR DECALS: Install Customer Supplied Door logo decals.	YES	

MODEL YEAR: 2017

EXCEPTIONS TO SPECIFICATIONS (LIST ATTACHMENTS): _____

See tab #7

PRICING FORM:

Remount of the 2010 Ford Diesel E-350 Type III Module Ambulance	<u>\$88,212.00</u>
Sub Total:	
Sales Tax @ 8.75	<u>\$7,718.55</u>
Delivery Fees:	<u>\$0.00</u>
Identify any other fees:	<u>\$12.25</u>
CA Tire Fees	
TOTAL:	<u>\$95,942.80</u>

Estimated delivery date: See Tab #7; How many days is this from date of order: _____

This Proposal is valid for 90 **Days and expires on:** June 7, 2017

Sales Quotation



Steve De La Montanya 707-529-752
 10941 Weaver Avenue
 So El Monte, CA 91733

Customer

Monterey Park F.D
 350 W. Newmark Av
 Monterey Park, Ca 91754
 Ron Price

L 2022

VIN Number

Parent Job 2022

Itemnumber Description

10 - BASE SECTION

10.

10. 1 Prep remount and misc.

10. 2 Remount Base Vehicle

Note: ORIGINAL CONVERSION INFORMATION CONVERSION INFO.

Original: Leader 145 L#38549

Model: LI92 Mickey Body

Type: 3

Cab to Axle: 100

Body Length: 145

Body Width: 92

Interior Height: 72" Note. Special

Cab Connection Type: Walkthrough

Body Mount Style: Puck

Fuel Fill Location: Left Rear

Electrical System: Leader

CHASSIS INFO.

Year: 2010

Make: Ford

Model: E-350

Miles:

VIN: 1FDWE35P09DA83322



Steve De La Montanya 707-529-752
10941 Weaver Avenue
So El Monte, CA 91733

Monterey Park F.D

350 W. Newmark Av
Monterey Park, Ca 91754
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Customer

L2022

VIN Number

Parent Job 2022

Itemnumber Description

10. 672 (2017) FORD V10 E350 Gas Cutaway Chassis 138"

- GVW: 11,500 lbs
- Front Axle: 4,600 lbs Twin-I-Beam
- Rear Axle: 7,800 lbs
- 4.10 Limited Slip Rear Differential
- Dual Piston Caliper Brakes, w/ AntiLock and Hydro-Boost
- 225-amp HD alternator
- 650-CCA / 72 Amp-Hr
- Aux 78-amp he, 785 CCA HD Battery
- 6.8L Triton V10 Gasoline Engine
- 305 HP @ 4,250 RPM / 420 ft.-lb. Torque @ 3,250 RPM
- 50-State Emissions Systems
- 40 Gallon Fuel Tank
- HD Gas-Type Shock Absorbers
- .91" Front Stabilizer Bar
- 1.125" Rear Stabilizer Bar
- 5-Speed TorqShift Transmission w/ Overdrive and In-Tank Oil Cooler
- Aux. Transmission Oil Cooler
- (6) LT225/75Rx16E BSW All Season Tires
- (1) Spare Tire Included
- 47A Ambulance Prep Package

20 - PRE TAX

20.

20. 1 Document Processing Fees

30 - AFTER TAX

30.

30. 50 Factory Rebate(Must supply FIN or K code to qualify) PLEASE NOTE I FORD OR CHEVY RESERVES THE RIGHT TO REVOKE THESE REBATES AT ANY TIME.

30. 110 SPECIAL:
FORD WARRANTY: 5 year 100,000 miles, \$0.00 deductible.

40 - COMPLIANCE

40.

40. 100 SPECIAL:



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Monterey Park F.D

350 W. Newmark Av
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Parent Job 2022

Itemnumber Description

USED CHASSIS DISPOSED OF BY LEADER:

Note: MONTEREY PARK FIRE IS TO PROVIDE RELEASED TITLE WITH CHASSIS.

RETURN USABLE PARTS TO CUSTOMER

III USABLE TAKE-OFF ELECTRONIC AND LIGHTING COMPONENTS.

III USABLE TAKE-OFF RUB-RAILS.

SHIP BOXED IN THE COMPLETED REMOUNT

MONTEREY PARK FIRE

350 W. Newmark Av

Monterey Park, Ca 91754

51 - CHASSIS ITEMS OPTIONS

51.

51. 14 Fuel, fill fuel tank.

51. 110 SPECIAL:

REMOVABLE ALL WEATHER FLOOR MATS: The Floor Mats are to have deeply sculpted channels designed to trap water, road salt, mud and sand. Floor Mats are to be made from an advanced rubber-like Thermoplastic Elastomer (TPE) compound that is an OEM approved.

55 - OLD REMOUNT CHASSIS STANDARD

55.

55. 1 Remove Old Chassis from module

55. 4 Add cab to body seals on new chassis

55. 6 ~~Remove and install on new chassis, Fog lights.~~

55. 7 ~~Remove and install a new chassis, Bumper Guards.~~

55. 8 ~~Remove and install on new chassis, siren speakers~~

55. 9 ~~Remove and install on new chassis, handheld spotlight~~

55. 10 ~~Remove and install on new chassis, cab console~~

55. 11 Remove and install on new chassis, radio cables.

Note: See Item # 7210.

55. 12 Remove and install on new chassis, cab switch panel

Note: Leader overhead console and switch panel.

55. 13 ~~Remove and install on new chassis, front console~~

Note: See Item # 2200.

55. 14 Remove and install on new chassis, the additional following items



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Note: Relocate Cab Mounted Equipment.
(2) Flashlights.
(2) Portable Chargers

55. 15 Additional Items

58 - NEW REMOUNT CHASSIS STANDARD

58.

58. 1 Mount Module to new chassis

58. 2 Add mounting hardware to new chassis

58. 3 Install new Stainless Steel wheel covers w/ rear valve stem extensions on new chassis.

58. 4 Add cab to body seals, to new chassis.

58. 5 Install new weatherstrip on all module entrance doors and exterior compartments.

61 - MODULE ITEMS - OPTIONS

61.

61. 510 SPECIAL:
RUB RAIL: Replace the damaged curbside forward polished stainless steel lower body rub rail.

61. 520 SPECIAL:
RUB RAIL: Replace the plastic body spacers between the Stainless Steel Rub rails and the body.

61. 540 SPECIAL:
DRIP RAILS: Replace Aluminum drip rails, mounted over exterior compartments and access doors.

61. 560 SPECIAL:
REAR DOOR SILL PLATE: Install new stainless steel sill plate at rear patient access doors.

61. 570 SPECIAL:
SIDE DOOR SILL PLATE: Install new stainless steel sill plate at side patient access doors.

61. 580 SPECIAL:
REPLACE DIAMOND PLATE CORNER GUARD, EACH: Replace the diamond plate corner guard at the described location.
Quantity: 4

61. 600 SPECIAL:
STAINLESS STEEL COMPARTMENT DOOR SILLS:
QUANTITY: 6

65 - MODULE REMOUNT MODIFICATIONS STANDARD

65.



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Itemnumber Description

65. 1 Modify gas filler to meet current QVM guidelines

68.

69 - CHASSIS - MODULAR MODIFICATIONS @ LEADER - STANDARD

69.

69. 10 SPECIAL:
Fabricate and install cab running boards with mud flap. Surface to be Diamond Plate (DO NOT "STAR PUNCH")

69. 60 SPECIAL:
REPLACE GAS STRUT HOLD OPENS: Replace all gas strut hold open devices on the the curbside entry and compartment doors.
Quantity: 8

2000 - INTERIOR CABINETS - OPTIONS

A. 200

A. 2200 SPECIAL:
CUSTOM CAB CONSOLE AND EXTENSION: New Custom console with the rear portion stepped down as a mounting platform for the install of Customer supplied portable radio chargers. Forward flat surface for install of MDT mounting base with Sigtronics push to talk buttons. Angled surface for install of Two (2) customer supplied Radios on the drivers side. Sigtronics control unit, and Hole cut for Key Secure vault on the passenger side. Custom extension to accommodate install of two (2) cup holders at the rear. Refer to prints.

See item #F7210, Reinstall components from old to new console in same configuration.
Leave room to access vertical Bulkhead console.

A. 2210 SPECIAL:
CAB GLOVE STORAGE CHANGE: Remove Three Glove box storage. Install new padded storage for two standard boxes of gloves on the top w/Hinged aluminum door with pull through holes gloves access.
Refer to prints

A. 2220 SPECIAL:
Add an IV storage cabinet to the forward Curbside wall. Upper section will have 3/8" hinged clear plex door with non - locking Black "D" ring latch, with (2) adjustable shelves. Lower section storage for IV catheters with (4) removable plex dividers.

3000 - INTERIOR TRIM AND COLOR - OPTIONS

B. 300

B. 3200 SPECIAL:



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Itemnumber Description

REPLACE MODULE FLOOR MATERIAL

Remove and replace entire patient area floor with new material.
LONCOIN FLECKSTONE BLACK ONYX #150UV

B. 3210 SPECIAL:

REPLACE ALL INTERIOR UPHOLSTERY:

Replace all interior upholstery with water fall style cushions and backrests. Include bench cushions, CPR seat, hip cushions, backrests, and head bumpers. Install new closeouts.

Color: Black Doeskin #DOS4849

Note: Does not include bucket seats.

B. 3220 SPECIAL:

REPLACE ATTENDANT SEAT: Attendant seat WISE 6 degree high back w/ built in child seat, w/ armrests. ILOS

NOTE: Replace the seat base with a non swivel Storage style Steel Base with Aisle side drop down door. Match rest of upholstery color.

B. 3230 SPECIAL:

REPLACE PLEXIGLAS: Replace all plexiglass sliding and hinged doors.

Quantity of Sliding: Seven (7) Pairs

Quantity of Hinged: Seven (7)

Plex Color: Clear

NOTE: Re-use all (6) chrome "D" ring handles.

Keep all hinged plexiglass windows surface mounted.

B. 3250 SPECIAL:

REPLACE BENCH GAS HOLD OPENS: Install new gas spring hold opens on squad bench lids.

4000 - WARNING DEVICES - OPTIONS

C. 400

C. 4220 Siren Speakers ILOS, (2) Cast Products 100 watt siren speakers, recessed thru front OEM bumper. (Polished Aluminum Finish)

C. 1 Ford, Mounted outboard thru OEM bumper.

C. 4500 SPECIAL:

RE-INSTALL EXISTING WHELEN 700 INTERSECTION LIGHTS WITH CHROME FLANGES. POLISH IF NEEDED.

C. 4510 SPECIAL:

GRILLE LIGHTS, 500 SERIES SUPER LED: TIR6, 500 series Super LED grille lights shall be installed. LED COLOR: RED/RED

GRILLE LIGHT HOUSINGS FOR 500 SERIES TIR6 LED GRILLE LIGHTS

LH52603/04 grille light housings will be installed on the cross member of the grille for mounting of 500 series Super LED, TIR6 grille lights.

C. 4520 SPECIAL:

HEADLIGHT FLASHER:

Install standard headlight flasher.

5000 - ELECTRICAL CONTROL CENTER - OPTIONS

D. 500



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D. 5210 SPECIAL:

Relocate existing fiberglass overhead console to new chassis. Include switch panel.

D. 5220 SPECIAL:

MAP LIGHTS: Map lights, (2) dual Red/White LED map lights located in cab head liner, (1) above driver, (1) above passenger.

D. 5230 SPECIAL:

Rear view camera system: Relocate from old chassis to new. Camera system consists of (1) Camera Voyager -VCCS130 Kit, with rear view mirror mounted color monitor (BOYO VTM600).

D. 5250 SPECIAL:

12 VOLT USB CONSOLE POWER: Install (2) Blue Sea dual 12 volt USB ports in the front console. Exact location TBD during pre-construction.

6000 - ELECTRICAL PATIENT COMPARTMENT - OPTIONS

E. 600

E. 6120 Auto eject Shore Power, 120V, 15 amp, behind driver door, to female plug in inverter compartment.

Note: Replace with Super Auto Eject w/Dynamic Disconnect.
Cover Color: RED

E. 6320 SPECIAL:

LED CABINET LIGHTING: Install new interior cabinet lighting inside cabinets, including below action wall panel, activated w/lit switch in action wall

E. 6330 SPECIAL:

REMOTE DOOR LOCK RELEASE: Install remote front door lock release button located in front grille.

700 - ELECTRICAL AND MECHANICAL - STANDARD

F.

F. 1 (2) OEM Batteries included, relocate to exterior battery compartment of modular body. If modular body does not have existing battery compartment the batteries will remain in OEM location.

F. 2 Replace A/C hoses And heater hoses (ONLY) for the patient compartment heat/AC unit. Retest unit for full functionality.

7000 - ELECTRICAL AND MECHANICAL - OPTIONS

F. 700

F. 7130 Auto Throttle, In - Power # ETM52QVM2 (after market Ford aproved)

F. 7200 SPECIAL:

SPECIAL:
REPLACE HEAT/AC SYSTEM FORD E SERIES CHASSIS
Install a Heat/AC system in existing location.

F. 7210 SPECIAL:

TRANSFER OLD CONSOLE ITEMS TO NEW CONSOLE: Radio Heads, MDT, TA Advisor, Transfer: To New Front Console.



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F. 7250 SPECIAL:

CUSTOMER SUPPLIED ANTENNA LEAD: Install customer supplied WIFI antenna lead.
Originate: Module roof above the right front corner,
Terminate: Center console.

800 - OXYGEN STANDARD

G.

- G. 1 Mandatory Oxygen system replacement- a \$350.00 charge per outlet will be included on all modular units, five years or longer in service. This charge includes replacement of oxygen outlet assembly, 1/4" Green oxygen hose, protective conduit, and oxygen fittings.

G. 800

9000 - HARDWARE - OPTIONS

H. 900

H. 9310 SPECIAL:

REPLACE SEAT: Seat belts, (3) Lab belt Restraints, (2) for squad bench attendants, (1) for CPR seat attendant, (2) lap restraints for squad bench patient.

10000 -PATIENT HANDLING EQUIPMENT - OPTIONS

I. 10000

- I. 10040 (2016) Cot fastener, Ferno #173-2, Permanent mount, for #28 cot only).

NOTE: The Litter Fastener/Anchorage you have selected for this order does not meet the performance requirements of the SAE J3027 - Recommended Practice for Ambulance Litter Integrity, Retention and Patient Restraint.

Section 3.11.6 of KKK-A-1822F, as revised July 1, 2015 (Change Notice 8), requires that the installed litter fastener device for wheeled cots meets the performance requirements of SAE J3027. Individual requirements for your State may also be applicable, and should be reviewed.

Based on your litter fastener selection, this ambulance will not be compliant with KKK-A-1822F in that specific respect.

1100 - PAINT, BODY AND GRAPHICS - STANDARD

J.

- J. 1 Repaint cab to match existing stripe

11000 -PAINT, BODY AND GRAPHICS - OPTIONS

J. 1100

2022

2016 Database

3/15/2017

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Itemnumber Description

- J. 11060 Paint to sample, color formula for exact match and spray sample, (required on all critical colors) (customer must sign and approve sample).

Note: PAINT COLOR:RED

PAINT NUMBER: RED FLNA # 31415

- J. 11200 SPECIAL:

CHASSIS PAINT: other color

Paint CHASSIS special color

PAINT COLOR: RED

PAINT NUMBER: RED, FLNA#31415

III CONFIRM PAINT MATCH TO MODULE.

Door Jambs, and wheel well openings to be painted to match exterior colors.

- J. 11210 SPECIAL:

PAINT AND BODY REPAIR:

#1 Repair and repaint left rear corner extrusion above the corner diamond plate.

#2 Repaint the inner door frames on the two rear module entry doors.

#3 Touch up paint damage on edge of the module side entry door.

Refer to prints.

- J. 11220 SPECIAL:

CUSTOM LETTERING:

Material: 3M 680-64 Gold Scotchlite, Black borders,

Cab Doors:

"MONTEREY" 3.25" with 3/16" Black border

"PARK"

City Seal

"FIRE DEPT." 3.25" Locate in stripe break, with 1/4" Black border

Module Streetside:

"MONTEREY PARK" 5" with 1/4" Black border

"FIRE DEPT."

"PARAMEDIC RESCUE"

Module Curbside:

"MONTEREY PARK" 4" with 1/4" Black border.

"FIRE DEPT."

"PARAMEDIC RESCUE"

- J. 11230 SPECIAL:

CUSTOM BELTLINE STRIPE: Replace the belt line stripe.

Reflective Scotchlite Beltline Stripe:

Color: 3M 680-64 Gold Scotchlite:

Dimension: 4" Horizontal 5.5" vertical striping

Configure: Z stripe over forward compartment, refer to prints.

Note .250" Black borders on all stripe edges

- J. 11240 SPECIAL:



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Itemnumber Description

UNIT NUMBERS:

Material: White Reflective Scotchlite

Borders: .250 Black vinyl

Module front:

"RA61" (10 Inch)

Module sides:

"RA61" (12 Inch)

Module rear:

"RA61" (12 Inch)

J. 11250 SPECIAL:

DOOR DECALS:

Install customer supplied door logo decals.

J. 11260 SPECIAL:

BELT STRIPE & LETTERING: Remove existing beltline & lettering around module. NOTE: !!!! DO NOT REMOVE REAR DOOR CHEVRONS !!!!

J. 11270 SPECIAL:

COLOR SAND & POLISH: Box portion with the exemption of rear chevrons to be color sand & buff as needed.

**NOTE: QUOTE IS GOOD FOR 60 DAYS FROM
DATE ON THIS DOCUMENT.**

Contract Total: \$88,212.00

FACTORY Representative

Date:

Sales Representative

Date:

PLEASE NOTE CHANGE ORDER CHARGES AND FEES:

After Confirmation, Prior to Engineering

Change Fee is \$50 Per Item, Plus Option Cost

After Confirmation, After Engineering Start

Change Fee is \$100 Per Item, Plus 150% Option Cost

After Confirmation, After Production Start

Change Fee is \$100 Per Item, Plus 200% Option Cost



REMOUNT ELECTRICAL CONVERSION WARRANTY

Leader Industries (LI) hereby warrants to each original purchaser of a Remount ambulance being retrofitted using LI's Series RMR Rail System, W/ LED Diagnostics, and single relay control boards. This is a fully integrated relay control board designed and built to IPC Class 3* guidelines and that the solid state components of such system, including all circuit boards, circuit board components, and circuit board connectors, shall be free of defects in material and workmanship, including loose connections, for a period of Three (3) years from the date of delivery or 36,000 miles whichever occurs first. Specifically included in this warranty are the following:

- | | | |
|--------------------|------------------|------------|
| • Switches | Circuit Breakers | Relays |
| • Component boards | Solenoids | Indicators |

Leader Industries extends no warranty with respect to chassis electrical systems or components, any electrical components or equipment provided by the chassis manufacturer, or to any components or equipment manufactured by others and installed by LI, as optional equipment or selected by the purchaser. These items are the subject of warranties issued by other parties, including original ambulance conversion wiring harness if not replaced.

This warranty is conditioned upon 1) normal use and reasonable maintenance of such vehicle and covered attachments as recommended by LI, 2) prompt written notice of all defects to LI or its then authorized dealer in the owners area, and 3) all repairs, modifications, and additions there to being performed by LI or a party authorized by it. This warranty does not extend to, and will not cover, defects or conditions resulting from misuse, negligence, accident, or overloading beyond applicable ratings. Upon the failure to satisfy any such conditions, this warranty shall become void and unenforceable.

Should repairs become necessary under terms of this warranty, the extent of the repair shall be determined solely by LI and shall be performed solely by LI or a repair facility designated by LI. Prior approval by Leader Industries is required on all warranty claims. The expense of any transportation to or from such repair facility shall be for the responsibility of the owner and is not covered by this warranty.

Leader Industries reserves the unrestricted right at any time and from time to time to make changes in the design of, and/or improvements on, its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

Transferability – This Limited Warranty is not transferable to any subsequent owner.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURERS WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER OR FURTHER REPRESENTATION OR WARRANTY ON BEHALF OF LEADER INDUSTRIES OR ANY OF ITS DEALERS. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DEALERS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

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10941 Weaver Ave., South El Monte, CA 91733



REMOUNT PAINT WARRANTY

Leader Industries hereby warrants to the original purchaser of any Leader Industries remount that the paint finish on the modular body will be free of defects in materials or workmanship and will perform according to the paint manufacturer's technical specifications for a period of One year or 12,000 miles, whichever occurs first, subject to the terms and conditions below.

This warranty is a full coverage warranty with no prorated items. All warranty coverage must be handled and authorized by Leader Industries. During the warranty period, Leader Industries will repair any defect covered by this warranty.

This warranty is subject to 1) normal use and reasonable maintenance of such modular body and other attachments as recommended by Leader Industries 2) prompt written notice of all defects to Leader Industries or its then authorized distributor in the owner's area prior to the expiration of the warranty period and 3) all repairs, modifications, and additions thereto being performed by Leader Industries or a party authorized by Leader Industries. This warranty does not extend to, and will not cover defects or conditions resulting from misuse, negligence, accident; or chips, scratches and gloss reduction due to normal use and wear. It will not cover chassis paint that is applied by the chassis manufacturer or paint applied to specific accessories by the manufacturer of said accessory. The failure to satisfy any such condition shall make this warranty void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of the repair shall be determined solely by Leader Industries or a repair facility designated by Leader Industries. The expense of any transportation to and from such facility shall be the obligation of the owner and is not covered by this warranty. Leader Industries shall have no obligation to provide a replacement vehicle while repairs are being made.

This manufacturer's warranty with regard to paint defects is provided in place of any and all representations and warranties, expressed or implied, including the implied warranty of merchantability. No person is authorized to make any other or further representation or warranty on behalf of Leader Industries. The terms and conditions expressly set forth herein are the sole and exclusive remedies with regard to any and all paint defects and neither Leader Industries nor any of its distributors shall be liable for damages as a result of any paint defect, whether ordinary, incidental, or consequential.

Transferability – This Limited Warranty is not transferable to any subsequent owner.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIVES OR EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER OR FURTHER REPRESENTATION OR WARRANTY ON BEHALF OF LEADER INDUSTRIES OR ANY OF ITS DEALERS. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER FOR ANY OF ITS DEALERS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

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REMOUNT CONVERSION WARRANTY

Subject to the provisions, limitations and conditions set forth herein, Leader Industries hereby warrants the remounted ambulance conversion for a period of Three (3) years from the date of delivery, or 50,000 miles whichever occurs first, subject to the terms and conditions below.

This warranty is subject to 1) normal use and reasonable maintenance of such remount ambulance, 2) prompt written notice of all defects to Leader Industries or its then authorized distributor in the owner's area prior to the expiration of the warranty period and 3) all repairs, modifications, and additions thereto being performed by Leader Industries or a party authorized by Leader Industries. This warranty does not extend to, and will not cover defects or conditions resulting from misuse, negligence, accident; or chips, scratches and gloss reduction due to normal use and wear. It will not cover chassis paint that is applied by the chassis manufacturer or paint applied to specific accessories by the manufacturer of said accessory. The failure to satisfy any such condition shall make this warranty void and unenforceable.

This warranty is conditioned upon 1) normal use and reasonable maintenance of such remount ambulance and covered attachments as recommended by Leader Industries 2) prompt written notice of all defects to Leader Industries or its authorized dealer in the owner's area, and 3) all repairs modifications, and additions there to being performed by Leader Industries or a party authorized by it. This warranty does not extend to, and will not cover defects or conditions resulting from misuse, negligence, accident, or overloading beyond applicable weight ratings. Upon the failure to satisfy any such condition, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Leader Industries and shall be performed solely by Leader Industries or a repair facility designated by Leader Industries. The expense of any transportation to or from such repair facility shall be for the account owner and is not covered by this warranty.

Leader Industries reserves the unrestricted right at any time and from the time to make changes in the design of, and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products there to for manufactured.

Transferability – This Limited Warranty is not transferable to any subsequent owner.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIVES OR EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER OR FURTHER REPRESENTATION OR WARRANTY ON BEHALF OF LEADER INDUSTRIES OR ANY OF ITS DEALERS. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER FOR ANY OF ITS DEALERS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

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10941 Weaver Ave., South El Monte, CA 91733



CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
6/29/2016

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			
INSURED 1330397 Horton Enterprises, Inc. Halcro Group Inc., Leader Industries Horton Emergency Vehicles American Emergency Vehicles 3800 McDowell Road Grove City OH 43123	INSURER A:	First Specialty Insurance Corporation	NAIC #	34916
	INSURER B:	Travelers Property Casualty Co of America		25674
	INSURER C:	AXIS Surplus Insurance Company		26620
	INSURER D:	North American Specialty Insurance Co		29874
	INSURER E:	The Charter Oak Fire Insurance Company		25615
INSURER F:				

COVERAGES HOREN60

CERTIFICATE NUMBER: 10936403

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	N	N	IRQ2001384-03	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☒ Garage Keepers ⁹	N	N	TC2JCAP8E082581TIL16	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded \$ 1,000
C	UMBRELLA LIAB ☒ OCCUR	N	N	EAU781897012016	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 5,000,000
D	☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXS200016502	7/1/2016	7/1/2017	AGGREGATE \$ 5,000,000 Excess Limb. \$ 20,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC20UB118D488216	7/1/2016	7/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

10936403

LEADER INDUSTRIES, INC.
10941 WEAVER AVENUE
SOUTH EL MONTE CA 91733

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ford Motor Company

Is proud to recognize

Leader Industries Emergency Vehicle Mfg. (REV)

as a participant in the

Ambulance

Qualified Vehicle Modifier Program



A handwritten signature in black ink, reading "Randy M. Freiburger".

Randy M. Freiburger -- SVE Quality Programs Mgr.

March, 2016



A Public Service Agency

Lic. No.: 38007

VEHICLE DEALER

Date Issued: AUG 1, 2015

Expiration Date: JUL 31, 2017

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED
TO
VALID
ONLY AT

LEADER INDUSTRIES
10941 WEAVER AVE
SO EL MONTE CA 91733

A/C NEW

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11508, 11620 or 11717.

FORM CONTROL NO. 1225365

SIGNATURE OF LICENSEE

LEADER INDUSTRIES EMERGENCY VEHICLE MFG.

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

12/11/1998 SR AP 97521052

LEADER INDUSTRIES
HALCORE GROUP, INC.
10941 WEAVER AVE
SOUTH EL MONTE, CA 91733

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION



THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-R-LZ REV. 12 (8-05)



1716285 554 1203 1991

LN DE LA MONTANYA
FN STEVEN DEAN
143 MEADOW PL
WINDSOR, CA 95492

SEX	M	HAIR	GRY	EYES	BRN
HGT	6'-02"	WGT	208 lb	DOB	06/24/1953
DD	12/27/2016	ISS	12/27/2016		

CALIFORNIA
OCCUPATIONAL LICENSE

OL **S591253**
EXP **12/27/2019**

NOT TO BE
USED FOR
IDENTIFICATION
PURPOSES

Steven Dean

**SALESPERSON
LICENSE**

LN DE LA MONTANYA
FN STEVEN DEAN

EXCEPTIONS

Page 4 – General Requirements

Completion and delivery is to be 120 days after receipt of new 2017 chassis.

Completion and delivery may be extended beyond 120 days if there is a delay in receiving the unit Monterey Park FD that is to be remounted.

Delivery Penalty of \$100 per day shall apply after receipt of new a 2017 chassis and the delivery of the unit to be remounted at Leader from Monterey Park FD.



City Council Staff Report

DATE: APRIL 19, 2017

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: SCOTT HABERLE, FIRE CHIEF
SUBJECT: AWARD OF CONTRACT – FIREFIGHTER UNIFORM PURCHASES

RECOMMENDATION:

It is recommended that the City Council:

1. Based on MPMC § 3.20.040, award an agreement to Galls for the purchase of firefighter uniforms from Account Nos. 0010-801-3210-22310 and 0010-801-3210-22320; and
2. Authorize the City Manager to execute a multi-year agreement for Fiscal Year 2017-2018, 2018-2019, and 2019-2020, in a form approved by the City Attorney; and
3. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

In accordance with the Memorandum of Understanding between the City of Monterey Park and the Firefighters Association, the Firefighters are entitled to new uniform purchases each fiscal year. In preparation for the upcoming fiscal year, staff recently solicited bids for the purchase of firefighter uniforms and accessories and seeks City Council approval to award a contract to Galls.

BACKGROUND:

Each fiscal year, the firefighters are provided \$675.00 uniform allowance per year to purchase new uniforms as contained in the current Memorandum of Understanding approved by the City Council. The uniforms worn by the Firefighters and Reserve Firefighters are made of a fire resistant material called "Nomex." This material has excellent thermal, chemical, and radiation resistance. It is best known as a barrier to fire and heat.

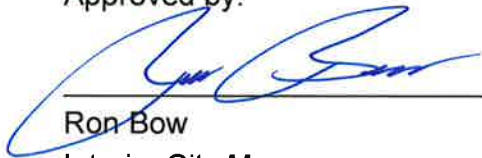
Staff recently conducted a bid based on the most commonly purchased uniform attire and accessories (price sheet comparison attached). Staff is recommending entering

into a three year contract with the lowest bidder, Galls in an amount not to exceed \$50,000 per year.

FISCAL IMPACT:

Funding for the purchase of Firefighter and Reserve Firefighter uniforms are provided each fiscal year in the Fire Department's Emergency Operations Division budget, for Clothing/Uniforms/Safety Equipment Account Number 0010-801-3210-22310 in the amount of \$40,000 and the Reserve Firefighter/Explorer Account Number 0010-801-3210-22320 in the amount of \$10,000. These are both general fund accounts.

Approved by:



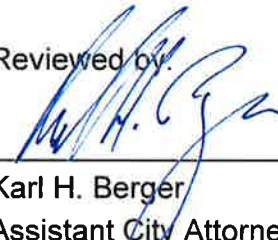
Ron Bow
Interim City Manager

Respectfully Submitted by:



Scott Haberle
Fire Chief

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Uniform Bid Price Sheet.

ATTACHMENT 1
UNIFORM BID PRICE SHEET

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
as of MARCH 23, 2017

ATTACHMENT I

The City of Monterey Park is soliciting quotes on the following items to prepare a purchase order and service agreement for the year with one or more vendors. These items are a random sampling of common items purchased by the Fire Department during the course of the year.				
ITEM DESCRIPTION	GALLS	T & T Uniforms	TOM'S UNIFORMS	CINTAS
Nomex Trouser "A" Cut, sizes 28 - 42 - Midnight Navy	\$95.95	\$129.00	\$124.00	NO BID - UNIFORM RENTAL ONLY
Nomex Trouser "A" Cut sizes 44 - 60 - Midnight Navy	\$119.95	\$129.00	\$124.00	
Nomex Trouser "B" Cut sizes 28 - 42 - Midnight Navy	\$103.95	\$129.00	\$124.00	
Nomex Trouser "B" Cut sizes 44 - 60 - Midnight Navy	\$129.95	\$129.00	\$124.00	
Embroider 1st Initial Last Name in Silver 1665 on Right Chest 1/2" Military Block, All Caps; sew shoulder patch on left shoulder 1" below shoulder seam	\$3.95	No bid	\$9.00	
Nomex Long Sleeve Shirt Sizes: 34 - 50 Midnight	\$101.95	\$109.00	\$125.00	
Nomex Long Sleeve Shirt Sizes 52 - 62	\$127.95	\$155.20	\$125.00	
Embroider 1st initial Last Name in Silver 1886 on Right Chest 1/2" Military Block, All caps	\$3.95	No bid	\$9.00	
Midnight Nomex short sleeve size 34 - 50	\$86.95	\$89.00	\$95.00	
Midnight Nomex short sleeve shirt size 52 - 62	\$107.95	\$115.00	\$95.00	
Embroider 1st Initial Last Name in silver 1886 on right chest, 1/2" military block, all caps.	\$3.95	No Bid	\$9.00	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
as of MARCH 23, 2017

ATTACHMENT I

ITEM DESCRIPTION	GALLS	T & T Uniforms	TOM'S UNIFORMS	CINTAS
V Flex Cotton Twill Ball Cap	\$7.95	\$16.00	\$20.00	
Champion Shorts with Pockets - Size XL	\$11.95	No Bid	\$15.00	
Champion Shorts with Pockets - Size 2X	\$13.95	No Bid	\$15.00	
Champion Shorts Screen Logo on thigh, left leg	\$1.00	No Bid	Included	
Gildan Ultra Cotton S/S T-shirt, Size Small - XL; Color Black or Navy	\$6.95	\$14.00	\$12.00	
Gildan Ultra Cotton S/S T-shirt, 2XL - 4XL; Color: Black or Navy	\$7.95	\$16.00	\$15.00	
Gildan Ultra Cotton S/S T-shirt screen, left chest with 3 line logo color: White	\$1.00	No Bid	Included	
Gildan Ultra Cotton S/S T-shirt Screen back of T-shirt with 3 line logo - Color: White	\$3.00	No Bid	Included	
Gildan Ultra Cotton L/S T-Shirt, Color: Black or Navy; Size Small - XL	\$7.95	\$19.00	\$20.00	
Gildan Ultra Cotton L/S T-Shirt, Color Black or Navy, Size 2X - 4X	\$10.95	\$21.00	\$20.00	
Gildan Ultra Cotton L/S T-Shirt Screen left chest with 3 line logo - color: White	\$1.00	No Bid	Included	
Gildan Crewneck Sweatshirt, Color Black or Navy Size Small - XL	\$10.95	No Bid	\$25.00	
Gildan Crewneck Sweatshirt, Color Black or Navy Size 2X - 4X	\$13.95	No Bid	\$25.00	
Screen left chest with 3 line logo, color: White	\$1.00	No Bid	\$9.00	
Screen back of T-shirt with 3 line logo - color: white	\$3.00	No Bid	\$9.00	

MONTEREY PARK FIRE DEPARTMENT
REQUEST FOR QUOTES
FIREFIGHTER UNIFORMS AND ACCESSORIES
as of MARCH 23, 2017

ATTACHMENT I

ITEM DESCRIPTION	GALLS	T & T Uniforms	TOM'S UNIFORMS	CINTAS
Job Shirt - 5.11 Color Black or Navy, Size Small - 2X	\$49.95	\$59.99	\$65.00	
Job Shirt - 5.11 Color Black or Navy, Size 3X	\$57.95	\$64.99	\$65.00	
Embroider 1st Initial Last Name in White on Right Chest, 1/2" Military Block, All Caps	\$3.95	No Bid	\$9.00	
Embroider left chest with 3 line logo in white	\$6.95	No Bid	\$15.00	



City Council Staff Report

DATE: APRIL 19, 2017

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: SCOTT HABERLE, FIRE CHIEF
TITO HAES, INTERIM DIRECTOR OF PUBLIC WORKS
SUBJECT: REQUEST TO ADVERTISE THE FIRE STATION PARKING LOT NO. 61 PARKING LOT RECONSTRUCTION PROJECT

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the Resolution authorizing staff to advertise the Fire Station No. 61 Parking Lot Reconstruction Project; and
2. Take such additional, related, action that may be desirable.

CEQA:

Pursuant to the California Environmental Quality Act (CEQA) guidelines, the project is Categorically Exempt under § 15301, Class 1 (Existing Facilities), in that the proposed Project results in minor alterations to existing public facilities involving no significant expansion of the existing use.

EXECUTIVE SUMMARY:

The City Council approved funds to reconstruct the parking lot at Fire Station No. 61, 350 West Newmark Avenue in the Adopted Fiscal Year 2016-2017 budget. Plans for the reconstruction have been completed and staff seeks City Council consideration to advertise a Notice Inviting Bids in order to obtain a contractor to do the work.

BACKGROUND:

Fire Station No. 61 parking lot is very old and deteriorated, showing numerous cracks and fissures throughout the area. The deterioration has caused water and rainfall run-off to reach the sub-strate material and, combined with heavy vehicular traffic of buses

and fire apparatus, damage continues to increase and is becoming hazardous for employees and pedestrians walking across the lot.

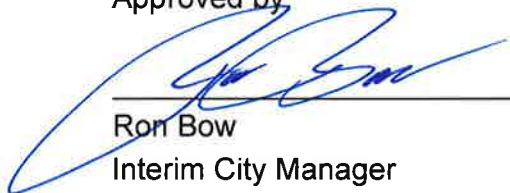
The reconstruction will be made with concrete instead of asphalt to aid in the preservation and longevity of the lot and will include security gates at the parking lot entrances.

The City Council approved funding for the parking lot reconstruction in the Fiscal Year 2016-2017 budget. To proceed with construction, staff seeks Council approval to issue a Notice Inviting Bids to obtain a contractor. It is hoped the Bid can be released immediately upon Council approval, bid opening on May 15th, and construction completed by the end of August 2017.

FISCAL IMPACT:

Total project funding of \$252,030 was approved by the City Council in the Fiscal Year 2016-2017 Adopted Budget. Funding is to be provided from Measure R funds (0110) of \$41,444 and the remaining balance of \$210,586 from the Public Safety Impact Fees (0071).

Approved by:



Ron Bow
Interim City Manager

Respectfully Submitted by:



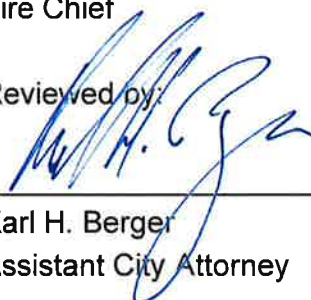
Scott Haberle
Fire Chief

And by:



Tito Haes
Interim Director of Public Works

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENT(S):

1. Resolution Authorizing Staff to Advertise
2. Fire Station 61 Parking Lot Project Specifications

ATTACHMENT 1
RESOLUTION AUTHORIZING STAFF TO ADVERTISE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEREY PARK APPROVING THE DESIGN AND PLANS
FOR THE FIRE STATION NO. 61 PARKING LOT
RECONSTRUCTION PROJECT PURSUANT TO
GOVERNMENT CODE §830.6 AND ESTABLISHING A
PROJECT PAYMENT ACCOUNT

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

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

- A. City staff has prepared bid specifications for the Fire Station No. 61 Parking Lot Reconstruction Project ("Project").
- B. The City Engineer reviewed the completed design and plans for the Project and agrees with staff that the plans are complete and the Project may be constructed.
- C. 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.

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

SECTION 3. *Design Immunity; Authorization.*

- 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 City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

F. The City Manager, or designee, may solicit bids for the Project in accordance with applicable law.

SECTION 4. *Project Payment Account.* For purposes of the contract documents administering the Project, the City Council directs the City Manager, or designee, to establish an account allocating Measure R funds and Public Safety Impact Fee from the current fiscal year budget to pay for the Project ("Project Payment Accounts"). The Project Payment Account is the sole source of funds available for the contract sum, as defined in the contract document administering the Project.

SECTION 5. The City Clerk is directed to certify the adoption of this Resolution.

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

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, 2017.

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

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

By: _____
Karl H. Berger, Assistant City Attorney

ATTACHMENT 2
FIRE STATION NO. 61 PARKING LOT PROJECT
PLANS AND SPECIFICATIONS

CITY OF MONTEREY PARK



BIDDING DOCUMENTS For

REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61 Specification No. 868

**Bid Due Date:
11:00 AM
(Pending Council Approval), 2017**

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

Approved by: _____

**Rey Alfonso, PE
Assistant City Engineer
City of Monterey Park**

Date: _____

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<u>SECTION TITLE</u>	<u>SECTION</u>
NOTICE INVITING SEALED BIDS	A
INSTRUCTIONS TO BIDDERS	B
BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid)	C
GENERAL PROVISIONS	D
TECHNICAL SPECIFICATIONS	E
APPENDIX 1. Approved by: _____ Rey Alfonso, PE Assistant City Engineer City of Monterey Park	A1
APPENDIX 2. _____ Date: _____	A2
APPENDIX 3. _____	A3
APPENDIX 4. CITY OF MONTEREY PARK PUBLIC WORKS IMPROVEMENT SIGN	A4
APPENDIX 5. LIMITED GEOTECHNICAL EVALUATION	A5

SECTION A. NOTICE INVITING SEALED BIDS

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

As described in the Bidding Documents, the bids are for a public works project ("Project") which consists of the REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61 IN THE CITY OF MONTEREY PARK and related work as shown on the plans on file with the City's Public Works Department. Bids will be publicly opened in approximately 15 minutes after the bid due date and time.

Work on the Project shall be performed in strict conformity with Specification No. 868 as adopted by the City's City Council on April 19, 2017, which is filed with the City's Public Works Department.

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

1. Hard copy can be picked up at a non-refundable cost of \$35 from City of Monterey Park Public Works Department, 320 West Newmark Avenue, Monterey Park, CA 91754. Make check payable to City of Monterey Park. Place a note on the check as follows: Cost for Plan Set for "Specification No. 868."
2. Hard copy can be mailed at a non-refundable cost of \$40. Make check payable to City of Monterey Park. Place a note on the check as follows: Cost for Plan Set for "Specification No. 868."

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

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

Engineer's Estimate is \$ 260,000.

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

Construction Days is 60 working days.

Liquidated Damages is \$250 per calendar day.

Required State of California Contractors License Classification is Class A or B.

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

A pre-bid conference will be conducted at 10:30 a.m. on (Pending Council Approval), 2017 at the project site. Representatives of the Owner and Architect will attend.

For questions, contact via e-mail only:

REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61

Mr. Rey Alfonso
Assistant City Engineer

RAlfonso@MontereyPark.ca.gov

DATED this (Pending Council Approval), 2017.

CITY OF MONTEREY PARK, CALIFORNIA

VINCENT D. CHANG, City Clerk

--END OF SECTION--

SECTION B. BIDDING INSTRUCTIONS

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

- 1.1. "Addenda" means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.2. "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.3. "Bid Deadline" means the date and time designated in the Notice for Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
- 1.4. "Bidder" means a person or firm that submits a Bid.
- 1.5. "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda.
- 1.6. "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including unit price items or Alternates.
- 1.7. "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

2. BIDDER'S REPRESENTATIONS. By making its Bid, Bidder represents that:

- 2.1. Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
- 2.2. Bidder visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents.
- 2.3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.
- 2.4. Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor,

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

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

3. BIDDING DOCUMENTS.

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

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1. Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; will examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and will at once report to the City's Representative

errors, inconsistencies, or ambiguities discovered.

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

5. PRODUCT SUBSTITUTIONS. In accordance with the General Provisions.

6. SUBCONTRACTORS.

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

7. ADDENDA.

- 7.1. Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a street address for receipt of Addenda.
- 7.2. Copies of Addenda will be made available for inspection at the City's Public Works Department.
- 7.3. The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline. Addenda that withdraw the request for Bids or postpone the Bid Deadline may be issued any time before the Bid Deadline.
- 7.4. Each Bidder is responsible for ensuring that it has received all issued Addenda before issuing a Bid.

8. **PRE-BID CONFERENCE.** When required, Bidder will attend a Pre-Bid Conference where the City will discuss the Bidding Documents, answer questions, accept comments, and conduct a Project site visit. The City requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list which is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.
9. **FORM AND STYLE OF BIDS.**
- 9.1. Bids will be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the City's Bid Form will be rejected.
- 9.2. All blanks on the Bid Form will be filled in legibly in ink or by typewriter.
- 9.3. Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."
- 9.4. Each Bidder shall fill out the "Bidders Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder shall explain the circumstances of each disqualification. The City may reject the bid based on such information.
- 9.5. Bidder will make no stipulations on the Bid Form nor qualify the Bid in any manner.
- 9.6. The Bids will be based upon full completion of all the Work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the Contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit or lump sum price established for such work under the contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes shall be covered as extra work.
- 9.7. The Bid Form will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative will sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

10. BID SECURITY.

- 10.1. Each Bid will be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security will be a Bid Bond on the form provided by the City or a certified check made payable to "City of Monterey Park." When a Bond is used for Bid Security, failure to use the City's Bid Bond form will result in the rejection of the Bid.
- 10.2. If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all bids have been exhausted or the City may reject all bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the disqualified Bid and the larger amount for which the City procures the Work.
- 10.3. If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."
- 10.4. The City will retain Bid Security until the occurrence of one of the following:
 - 10.4.1. All items required by the Bidding Documents have been furnished and the Agreement has been signed by the successful Bidder and the City.
 - 10.4.2. The specified time has elapsed during which Bids may be withdrawn.
 - 10.4.3. All Bids have been rejected.
- 10.5. The Bid Form, Bid Security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: "SEALED BID ENCLOSED."
- 10.6. Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.
- 10.7. Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 10.8. Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11. MODIFICATION OR WITHDRAWAL OF BID.

- 11.1. Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder's authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.
- 11.2. A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 11.3. Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.
- 11.4. Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

12. OPENING OF BIDS. Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.**13. REJECTION OF BIDS.**

- 13.1. The City will have the right to reject all Bids.
- 13.2. The City will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14. AWARD.

- 14.1. The City may retain all bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the work from the contract.
- 14.2. The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by The City.
- 14.3. The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
- 14.4. The City will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all unit prices multiplied by their respective estimated quantities as stated in the Bid Form, if any, plus the Contractor Delay Damages multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all accepted Alternates.
 - 14.4.1. Inclusion of Contractor Delay Damages within the Bid Form is solely for the purpose of determining the low bidder and establishing the City's maximum daily

liability as a result of City delays to Contractor, if any, and City has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

- 14.5. The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsible Bidder, Bidder will submit to the City all of the following items:
 - 14.5.1. Three originals of the Agreement signed by Bidder.
 - 14.5.2. Three originals of the Payment Bond.
 - 14.5.3. Three originals of the Performance Bond.
 - 14.5.4. Certificates of Insurance on form provided by the City.
 - 14.5.5. Names of all Subcontractors, with their addresses, telephone number, facsimile number, trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - 14.5.6. Preliminary Contract Schedule.
 - 14.5.7. Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention. If not submitted, the City will withhold retention.
 - 14.5.8. Cost Breakdown.
- 14.6. Before award of the Contract, the City will notify Bidder in writing, if the City objects to a Subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a proposed Subcontractor before award will not preclude the City from requiring replacement of any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.
- 14.7. If Bidder submits the three original signed Agreements and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

- 14.8. If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Agreement or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the Contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or reject all Bids.

--END OF SECTION--

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

BIDDER'S NAME: _____

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

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

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

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

BID SCHEDULE

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

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

**BASE BID
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

TOTAL BASE BID AMOUNT IN WORDS _____

_____ DOLLARS

TOTAL BASE BID AMOUNT IN NUMBERS \$ _____

**ADDITIVE BID ALTERNATIVE 1
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

The following amount shall be added to the Base Bid at the City's option. Alternates are fully described in Technical Specification Section 01 20 00.

TOTAL ALTERNATE AMOUNT IN WORDS _____

_____ DOLLARS

TOTAL ALTERNATE AMOUNT IN NUMBERS \$ _____

**ADDITIVE BID ALTERNATIVE 2
FOR REPAVING AND SITE IMPROVEMENTS AT FIRE STATION 61**

The following amount shall be added to the Base Bid at the City's option. Alternates are fully described in Technical Specification Section 01 20 00.

TOTAL ALTERNATE AMOUNT IN WORDS _____

_____ DOLLARS

TOTAL ALTERNATE AMOUNT IN NUMBERS \$ _____

The low bid will be established based on the “Base Bid”. The Additive Bid Alternates Must Be Filled Out but will not be taken into account in determining the lowest responsible bidder, but may be awarded to the awardee at the sole and complete discretion of the City as part of the performance of the contract

- The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
- All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

DESIGNATION OF SUBCONTRACTORS

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

Subcontractor Information	Work to be Performed	Dollar Amount
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		
Name:		\$ _____
Address:		
Tel:		

REFERENCES

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

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

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

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

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

SITE INSPECTION

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

Name of Person who inspected the site: _____

Date of Inspection: _____

ADDENDA ACKNOWLEDGMENT

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

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

The undersigned declares:

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

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10162

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

has never been_____ **has been**_____ (Indicate **YES** or **NO** after applicable answer)

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

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10232

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

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

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

PUBLIC CONTRACT CODE SECTION 10285.1

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

has never been_____ **has been**_____ (indicate YES or NO after applicable answer)

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

BIDDER INFORMATION

Bidder's Name: _____

Address: _____

Form of Legal Entity: _____

If a Corporation, State of Incorporation: _____

State Contractor's Class and License No.: _____

Contact Person Information:

Name: _____ Title: _____

E-mail: _____ Tel: _____

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

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

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

Previous contract performance history:

Was any contract terminated previously: _____

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

Contract/project name and number: _____

Date of termination: _____

Reason for termination: _____

Owner's name: _____

Owner contact person and tel. no.: _____

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

BIDDER

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

NOTARY PUBLIC _____

PROPOSAL GUARANTEE

BID BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER, AND _____, as SURETY, are held and firmly bound unto the City of Monterey Park, in the penal sum of _____ (\$ _____) dollars, lawful money of the United States, which is 10 percent of the total amount bid by BIDDER to the City of Monterey Park for the Repaving and Site Improvements at Fire Station 61, **SPECIFICATIONS NO. 868** ("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 Repaving and Site Improvements at Fire Station 61, **SPECIFICATIONS NO. 868** ("Public Project").

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

Bidder's Name: _____

Authorized Signature: _____

Name and Title: _____

Date: _____

--END OF SECTION--

SECTION D. GENERAL PROVISIONS

0-0 STANDARD SPECIFICATIONS

0-1 GENERAL

Except as modified by these Special Provisions, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project.

0-2 NUMBERING OF SECTIONS

The numbering contained within the Special Provisions of the Contract Documents is intended to correspond with Green Book numbering.

0-3 MODIFICATIONS

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

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS

The following subsection is added to Subsection 1-2 of the Green Book.

1-2.1 ADDITIONAL DEFINITIONS

Acceptance – The date on which the City Council accepts the Work as complete.

Architect, Design Engineers, Soils Engineer, Structural Engineers - Advisors employed by the City.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

City Council - The body constituting the awarding authority of the City.

Compensable Delay -- a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48

hours or two working days) before the commencement of the contemplated action. Notification may be from Engineer to Contractor or from Contractor to Engineer.

Engineer - The City Engineer, or designee, as defined in the Green Book. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the City Engineer or his designated representative.

Green Book – The most recent edition of the Standard Specifications for Public Works Construction.

PCC – California Public Contract Code.

Prompt - The briefest interval of time required for a considered reply, including time required for approval of a governing body.

Public Works Director – The City's Public Works Director, or designee.

State Standard Specifications - State of California Standard Specifications, most current edition, Business and Transportation Agency, Department of Transportation

Working Days - A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Engineer, as provided in Subsection 6-3 and days determined to be non-working in accordance with Subsection 6-7, "Time of Completion."

1-3 ABBREVIATIONS

The following Subsection is added to Subsection 1-3 of the Green Book.

1-3.1 The following abbreviations are added to Subsection 1-3 of the Green Book:

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
Green Book	The most current edition of the Standard Specification for Public Works Construction, and subsequent supplements prepared by Southern California Chapters of AGC and APWA
ASA	American Standard Association
CITY	City of Monterey Park

SSP State of California Standard Plans, current edition

SSS State of California Standard Specifications, current edition

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

The following subsections 2-1.1 and 2-1.2 are added to the Green Book.

2-1.1 ACCESS TO PROJECT SITE

Not later than the date designated in the current Contract Schedule submitted by the Contractor, the City will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

2-1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Contract Documents and all copies furnished to or provided by the Contractor are the City's property and may not be used on other work.

2-3 SUBCONTRACTS

Subsection 2-3 Subcontractors of Green Book is deleted in its entirety and replaced with the following subsection.

2-3.1 GENERAL

Except as provided in PCC §§ 4100 et. seq., each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor shall have the City Council's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the City may terminate the Contractor's control over the Work, cancel the contract, or assess the Contractor a penalty of not more than ten percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The City will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The Engineer may report the facts to the City Council. If the City Council so orders, and on receipt by the Contractor of written instructions from the Engineer, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section shall be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

2-3.2 ADDITIONAL RESPONSIBILITY

Add the following to Subsection 2-3.2 Additional Responsibility:

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

2-4 CONTRACT BONDS

The following paragraph is added to Subsection 2-4 of the Green Book.

The Faithful Performance Bond and the Labor and Materials Bond shall be paid and in effect for one year after the acceptance of the job by the City in accordance with the guarantee required by Subsection 6-8.1.

2-5 PLANS AND SPECIFICATIONS

Subsection 2-5.1 of the Green Book is replaced by the following subsection.

2-5.1 GENERAL

The Contractor will maintain the following at the Work site:

1. One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction.
2. The current accepted Contract Schedule.
3. Shop Drawings, Product Data, and Samples.
4. Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
5. All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the Engineer, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

2-5.2 PRECEDENCE OF CONTRACT DOCUMENTS

The following paragraph is added to subsection 2-5.2 of the Green Book:

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions, and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the Engineer for such further explanations as may be necessary, and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

2-5.5 ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in

the Specifications, the City does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the City and will promptly report in writing to the Engineer any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the Engineer.

2-8 RIGHT-OF-WAY

The following subsection is added to Subsection 2-8 of the Green Book.

2-8.1 ADDITIONAL WORK AREAS AND FACILITIES

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the City with proof that the additional work areas or facilities have been left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

2-9 SURVEYING

Subsection 2-9.3, Survey Service, is deleted in its entirety and replaced by the following subsection:

2-9.3 SURVEY SERVICE

2-9.3.1 CONSTRUCTION SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Engineer authorized to practice land surveying by the State of California.

The Project Benchmark is shown on the plans. The Contractor will establish all necessary control lines based on the plans and record information on file with the County of Los Angeles Surveyor and the Engineer.

It is the responsibility of the Contractor to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Los Angeles at the direction of the Engineer.

Computations, survey notes, and other data used to accomplish the work will be

neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) will be furnished to the Engineer before beginning work that requires their use.

2-9.3.2 MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 PAYMENT

3-3.2.2 BASIS FOR ESTABLISHING COSTS

Subsection 3-3.2.2 (c), Tool and Equipment Rental is modified where the second and third paragraphs are replaced with “Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage.”

3-3.2.3 MARK UP

Subsection 3-3.2.3, Mark Up, is deleted in its entirety and replaced by the following subsection:

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

1)	Labor	10%
2)	Materials	5%
3)	Equipment Rental	5%
4)	Other Items and Expenditures	5%

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

- (b) Work by Subcontractors. When all or any part of the extra work is

performed by a Subcontractor, the markup established in 3-3.2.3(a) will be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

- (c) In the event that City becomes liable to Contractor for compensable delays, City agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

3-3.3 DAILY REPORTS BY CONTRACTOR

Add the following paragraph to subsection 3-3.3, Daily Reports by Contractor:

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection shall be made part of the Claim as supporting data for the Claim.

3-4 CHANGED CONDITIONS

Subsection 3-4, Changed Conditions, is deleted in its entirety and replaced with the following subsection:

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the Engineer in writing of such changed conditions (upon discovery and before disturbing such changed conditions), as provided in Subsection 6-11, so that the Engineer can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding the thirty (30) day time period set forth in Subsection 6-11.3, the Contractor is liable to the City for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The Engineer will promptly investigate conditions that appear to be changed conditions. The Engineer's decision, and any dispute regarding that decision, will be made in accordance with Section 6-11 except that the Engineer will render a decision promptly.

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

1. The information is made available for the Bidders' convenience and is not a part of the Contract.
2. The City has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the City whatsoever as to its accuracy, completeness, or relevancy.
3. Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the City.

3-5 DISPUTED WORK

Subsection 3-5 is deleted in its entirety and replaced by the following subsection.

If the Contractor and the City do not reach agreement on disputed work, the City may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Special Provisions. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.3 INSPECTION REQUIREMENTS

Subsection 4-1.3, Inspection Requirements, is deleted in its entirety and replaced by the following subsections.

4-1.3.1 GENERAL

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an

authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by City.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The City does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the City Engineer. Any inspection required outside of normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the City.

4-1.3.2 INSPECTION OF MATERIALS NOT PRODUCED LOCALLY

Contractor purchased materials, fabricated items, and equipment, produced at sources located more than 50 miles outside the corporate limits of the City, and which are specified to be inspected in the Contract Documents, will be inspected by inspectors or testing laboratories arranged for and paid for by City. Report of such inspection shall be submitted to the City. If any item inspected fails to meet the specified criteria, the Contractor will pay all costs for reinspection, and such costs may be deducted from payments due to the Contractor.

4-1.6 TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal".

For the City's consideration of a proposed "equal" item, the Bidder shall submit, a minimum of ten (10) calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item." At a minimum, the submitted documentation will include:

1. Written request with explanation of why the product should be considered as an equal product.
2. Material specifications.
3. Technical specifications.
4. Test data.

5. Samples.
6. Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.
7. Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
8. Warranty data.

The Bidder will be notified by addendum whether or not the proposed "equal" product is acceptable to the City seventy two (72) hours before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the City's rejection of the proposed "equal" product without further consideration.

SECTION 5 – UTILITIES

5-2 PROTECTION

The following subsection is added to Subsection 5-2 of the Green Book.

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 Green Book.

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 Green Book.

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 Green Book.

5-5.1 CALCULATING IDLE TIME

Equipment idle time will be calculated in accordance with Subsection 3-3.2.2(c) and based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

Worker idle time will be calculated in accordance with Subsection 3-3.2.2(a).

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Section 6-1, Construction Schedule and Commencement of Work, is deleted in its entirety and replaced by the following subsections.

Pre-Construction Meeting:

After contract award, the City will arrange for a pre-construction meeting to discuss the construction of the project. City will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

6-1.1 CONTRACT SCHEDULE

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the Engineer for review, as required by these Specifications within fifteen (15) days of award.

6-1.2 CONTENT OF CONTRACT SCHEDULE

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

1. Schedules shall be suitable for monitoring progress of the Work.
2. Schedules shall provide necessary data about the time for the Engineer's decisions.
3. Schedules shall be sufficiently detailed to demonstrate adequate planning for the Work.

4. Schedules shall represent a practical plan to complete the Work within the Contract Time.
5. Schedules shall show the critical path method for completing the Work.

The Engineer's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

6-1.3 EFFECT OF CONTRACT SCHEDULE

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the Engineer to be practical. Acceptance of such a schedule by the Engineer will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the Engineer in developing the Contract Schedule and updated Contract Schedules.

The Engineer's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about any schedule will not transfer responsibility for any schedule to the Engineer or the City nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The Engineer's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

6-1.4 COMMENCEMENT OF CONTRACT TIME

The Contract Time will commence when the City issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of fifteen (15) days after the date of the Notice to Proceed, and be diligently prosecuted to completion with the time provided in the Specifications.

6-4 DEFAULT BY CONTRACTOR

The language in subsection 6-4 is deleted in its entirety and replaced with the following subsections.

6-4.1 GENERAL

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the City's interest, or if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

6-4.2 TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK

The City may terminate the Contractor's control over the Work without liability for damages when, in the City's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the work completed and in place at the time of termination, less damages caused to the City by the Contractor's action or inaction.

In the event of such termination of control, the City may do any one, or combination of, the following:

1. Serve written notice upon the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;
2. The City may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
3. The City may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the City may have under these Contract Documents or applicable law.

6-4.3 SURETY'S ASSUMPTION OF CONTROL

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part, and will be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the City within 5 days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the City under applicable law.

6-6 DELAYS AND EXTENSIONS OF TIME

Subsections 6-6.1 to 6-6.4 are deleted and replaced with the following subsections.

6-6.1 GENERAL

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include: war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The City will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof shall be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the Engineer may,

but is not required to, deem an extension of time to be in the City's best interests.

6-6.2 EXTENSIONS OF TIME

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

6-6.3 PAYMENT FOR DELAYS TO CONTRACTOR

Any payment for compensable delay will be based upon actual costs as set forth in Subsection 5-5 excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

6-6.4 WRITTEN NOTICE AND REPORT

If the Contractor desires payment for a delay or an extension of time, it will give the Engineer written notice of such request not later than the time limit set forth in the Proposal for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time shall be in the form required by the "Claims" sections of these Specifications.

In no event will the City grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

6-7 TIME OF COMPLETION

6-7.2 WORKING DAY

The following is added to Subsection 6-7.2 of the Green Book:

6-7.2.1 WORKING HOURS

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 4:00 p.m. Any work activity in traffic lanes and/or affecting traffic will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., except as otherwise approved by the Engineer.

6-7.2.2 NIGHT WORK

The City will not permit Work between the hours of 4 p.m. and 7 a.m. of the following day unless specifically provided for in the bid documents or unless the

Contractor receives prior written approval.

6-7.2.3 WEEKEND AND HOLIDAY WORK

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

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

Subsection 6-8 is deleted in its entirety and replaced by the following subsection:

6-8 COMPLETION AND ACCEPTANCE

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

If, in the Engineer's judgment, the Work is complete and is ready for acceptance, the Engineer will accept the Work on behalf of the City in the manner prescribed by the City. The Engineer will recommend approval of the Notice of Completion to the City Council. This will be the date when the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a period of 1 year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform this work and the Contractor's sureties will be liable for the cost thereof.

6-8.1 GENERAL GUARANTY

The Contractor will remedy any defects in the work and pay for any damage to other work resulting therefrom, which will appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

Subsection 6-9, Liquidated Damages, of the Green Book is deleted in its entirety and replaced by the following subsections.

6-9.1 FAILURE TO COMPLETE WORK ON TIME

If all the work called for under the contract is not completed before or upon the expiration of the Contract Time, the City will sustain damage. Since it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum specified in the Proposal for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are

not paid, agrees that the City may deduct the amount thereof from any money due or that may become due to the Contractor under the contract. Unless otherwise specified, liquidated damages will be \$250 per calendar day.

6-11 DISPUTES AND CLAIMS; PROCEDURE

6-11.1 GENERAL

Consistent with PCC § 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the City and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the City, the Engineer, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

1. Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
2. Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
3. Claims respecting a latent defect, breach of warranty, or guarantee to repair.
4. Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim.

6-11.2 FORM

A Claim shall include the following:

1. A statement that it is a Claim and a request for a decision.
2. A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
3. If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
4. A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:

- a) If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown shall be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - b) To the extent costs have been incurred when the Claim is submitted, the Claim shall include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - c) To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records shall be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within 7 days of the date the cost reflected in the record is incurred. At the Engineer's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
- 5. If the Claim involves an error or omission in the Contract Documents:
 - a) An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and
 - b) A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
- 6. If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
- 7. If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
- 8. A personal certification from the Contractor that reads as follows:

"I, _____, being the _____ (shall be an officer) of _____ (contractor name), declare under penalty of perjury under California Law, and do personally certify and attest that I have thoroughly reviewed the attached claim for additional compensation or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the contractor believes city is liable; and, further, that I am familiar with California Penal Code § 72 And California Government Code § 12650, et seq., pertaining to false claims, and further know and understand that submitting or certifying a false claim may lead to fines, imprisonment, and other severe legal consequences."

6-11.3 CLAIMS SUBMITTED TO ENGINEER

Within 30 days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the Engineer for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the Engineer, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the City will continue to make payments in accordance with the Contract Documents.

6-11.4 CLAIM IS PREREQUISITE TO OTHER REMEDY

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor's right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

6-11.5 DECISION ON CLAIMS

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

The Engineer will render a decision not later than 60 days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Engineer fails to render a decision within the time period established herein, then the Claim will be deemed denied. The Engineer's decision will be final and binding unless appealed in accordance with these Specifications.

The Engineer's decision on a Claim will include a statement substantially as follows:

"This is a decision pursuant to the General Specifications of your contract. If you are dissatisfied with the decision, and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within 30 days of the date of this decision, the decision will become final and binding and not subject to further appeal."

6-11.6 APPEAL OF ENGINEER'S DECISION

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

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

If the Contractor disputes the Public Works Director's decision, then the Contractor shall demand alternative dispute resolution in accordance with this Section and the PCC within 30 days of the City's final decision.

6-11.7 MEDIATION

If the City and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the City's right to assert that claim procedures were not followed.

6-11.8 ARBITRATION

If the City and Contractor do not agree to mediation, then disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Los Angeles County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

6-11.9 WHEN ARBITRATION DECISION BECOMES BINDING

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Los Angeles County Superior Court pursuant to PCC § 10240.12 within 30 days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

6-11.10 APPEAL TO SUPERIOR COURT; WAIVER OF JURY TRIAL

Should a party timely object to the arbitration decision, it may file a petition with the Los Angeles County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the

court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

By executing these contract documents, the contractor agrees to have disputes or controversy concerning the construction, interpretation, performance, or breach of these contract documents, including claims for breach of contract or issues of bad faith decided in accordance with this section 6-11. Both the City and the Contractor waive their right to a jury trial for these disputes or issues.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

The following subsections are added to Subsection 7-2 of the 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:

1. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
4. When the Contractor provides evidence that the Contractor employs registered

apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by the City, The Contractor and subcontractors ~~will~~ shall provide copies of the certified payroll records on weekly basis at its cost.

7-3 LIABILITY INSURANCE

Subsection 7-3, Liability Insurance, of the Green Book is deleted in its entirety and replaced by the following subsections.

7-3.1 GENERAL

Contractor shall procure and maintain for the duration of the contract the following insurance coverage against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work covered by this agreement by the Contractor, its agents, representatives, employees or subcontractors:

Coverage Per Occurrence	ISO Form	Combined Single Limit
Comprehensive General Liability	GL 00 02 01 85 or 88	\$2,000,000
Business Auto	CA 00 01 01 87	\$2,000,000
Workers' Compensation		Statutory

Contractor will provide endorsements or other proof of coverage for contractual liability.

Combined single limit per occurrence will include coverage for bodily injury, personal injury, and property damage for each accident.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, the policy will be endorsed such that the general aggregate limit will apply separately to this contract and a copy of the endorsement provided to the City.

Liability policies will contain, or be endorsed to contain the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

The City, its officers, officials, employees, agents, and volunteers will be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage will contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, agents, or volunteers.

The Contractor's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers will be excess of the Contractor's insurance and will not contribute with it.

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officers, officials, employees, agents and volunteers.

The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION:

The insurer will agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

ALL COVERAGES:

Each insurance policy required by this subsection will be endorsed to state that coverage will not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days written notice by certified mail, return receipt requested, has been given to:

CITY CLERK

City of Monterey Park

320 West Newmark Avenue

Monterey Park, CA 91754

Notwithstanding the foregoing, the endorsement may state that insurance may be cancelled upon ten (10) day notification for non-payment of premium. The Contractor will provide the City with updated proof of insurance should the Contract Time extend beyond the policy expiration date.

All liability insurance will be on an occurrence basis. Insurance on a claims made basis will be rejected. Any deductibles or self-insured retentions will be declared to and approved by City. The insurer will provide an endorsement to City eliminating such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers.

Except for Workers Compensation Insurance, Contractor will furnish to City certificates of insurance and endorsements on forms acceptable to the City's City Attorney, duly authenticated, giving evidence of the insurance coverages required in this contract and other evidence of coverage or copies of policies as may be reasonably required by City from time to time. Endorsements shall be supplied on ISO Form No. CG 20 10 11 85, or equivalent. Certificate/endorsement for Workers Compensation Insurance will be furnished on State Comp Fund or other industry standard form. Except for worker's compensation insurance, all insurance required herein will be placed with insurers with a Best's Rating of not less than A:VII. Worker's compensation insurance policies will meet the requirements of California law.

All subcontractors employed on the work referred to in this contract will meet the insurance requirements set forth for Contractor. Contractor will furnish certificates of insurance and endorsements for each subcontractor at least five days before the subcontractor entering the job site, or Contractor will furnish City an endorsement including all subcontractors as insureds under its policies.

Except as provided in Subsection 6-10, the Contractor will save, keep and hold harmless the City, its officers, officials, employees, agents and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be claimed because of damages to property, or personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor or any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work before its completion and acceptance, except as provided in Subsection 6-10.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverages needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that City may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the

Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

7-3.2 INDEMNIFICATION AND DEFENSE

In addition to the provisions of Subsection 7-3 of the Green Book as between the City and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the City, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the City of Monterey Park, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability, howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Subsection 7-3.2 or in Subsection 7-3 of the Standard Specifications will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the City, or its agents, servants or independent contractors who are directly responsible to the City, or for defects in design furnished by such persons. Moreover, nothing in this Subsection 7-3.2 or in Subsection 7-3 will apply to impose on the Contractor, or to relieve the City from, liability for active negligence of the City.

The City does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with City by Contractor, of any insurance policies described in Subsection 7-3 of the Special Provisions. This hold harmless agreement by the Contractor will apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the City, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

7-5 PERMITS

The following paragraph will be added to Subsection 7-5 of Green Book:

The Contractor will apply for permits required by the City. These permits will be issued on a "no-fee" basis. However, the Contractor shall pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits shall be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

7-8 PROJECT SITE MAINTENANCE

7-8.1 CLEANUP AND DUST CONTROL

Subsection 7-8.1, Cleanup and Dust Control, of the Green Book is deleted in its entirety and replaced by the following subsections.

7-8.1.1 GENERAL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type street sweeper a minimum of once daily.

7-8.1.2 WATERING

Water for the laying of dust caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the Engineer. Water for the above or other purposes may be obtained from any approved source. If the Contractor chooses to use a City fire hydrant upon placing a \$300 meter deposit and the payment of a \$50 service fee, the Engineer will cause a meter to be installed. Water shall be drawn only from hydrants fitted with "Eddy" valves and meters at locations designated by the City Engineer. All water used from the hydrant will be metered and charged to the Contractor at the prevailing rate plus the current daily meter rental rate. The Contractor will be charged a \$15 reconnect fee if the Contractor wishes to move the meter to a different hydrant. Costs of water to be used will be included in the cost of various bid items.

7-8.6 WATER POLLUTION CONTROL

This section is supplemented by the addition of the following requirements which establish storm water and urban runoff pollution prevention controls.

1. Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean

up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.

2. Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the City's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the CONTRACTOR.
3. Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
4. Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
5. Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.
6. No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.
7. Under this contract, the contractor agrees to provide to City for review and approval a Storm Water Pollution Prevention Plan (SWPPP) to prevent the run-off of construction materials into the City's storm water system, and implement the approved SWPPP. These run-off control measures are defined by the currently applicable National Pollutant Discharge Elimination System (NPDES) Permit.
8. All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Section 7-9 is supplemented by the following additional requirements:

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

Section 7-10 is supplemented by the following additional requirements:

Unless otherwise specified all traffic control will be performed in accordance with the Work Area Traffic Control Handbook (WATCH) Latest Edition, published by Building News, 3055 Overland Avenue, Los Angeles, CA 90034, telephone 310-474-7771.

7-10.1 TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one (1) twelve (12) foot wide traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The traffic lanes will be maintained on pavement, and will remain unobstructed. All work requiring that a lane be closed or a lane moved right or left will be noticed to the traveling public by use of City approved lighted arrow boards.

Clearances from traffic lanes will be five feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four (4) foot wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five (5) feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two (2)) at each location, one (1) at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

7-10.3 STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the Engineer.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the Engineer. Lane transitions will not be sharper than a taper of thirty (30) to one (1).

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor will prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finish

pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, minimum 1 1/4 inch thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the Engineer.

7-10.5 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action will be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, will be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the City will not relieve the Contractor from full responsibility for public safety.

7-15 HAZARDOUS MATERIAL

The following Subsection will be added to Section 7 of the Green Book:

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the Engineer, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, 2) subsurface or latent physical conditions at the site differing from those indicated, or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character

provided for in the Contract Documents.

After receiving notice from the Contractor, the Engineer will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the City and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of Subsection 3-4 (Changed Conditions) of the Green Book.

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 Green Book.

If the Engineer determines that material called to the Engineer's attention by the Contractor is hazardous waste, or if the Engineer otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the Engineer, subject to the provisions of Section 3 (Changes in Work) of the Green Book.

7-16 USE OF CITY AUTHORIZED WASTE COLLECTION SERVICE PROVIDER (ATHENS SERVICES)

The following Subsection will be added to Section 7 of the Green Book:

Athens Services has been granted the exclusive right to collect all garbage, rubbish, solid waste materials, recyclables, yard waste, industrial waste, construction and demolition debris, and other compostables from commercial and industrial businesses located within the boundaries of the City, excluding construction and demolition debris self-hauled by a contractor. Contractors who self-haul construction and demolition debris shall comply with the requirements of Section 6.08.280 of the Monterey Park Municipal Code.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard specifications shall apply except as modified herein:

No field offices for City or Contractor personnel shall be required; however, City personnel shall have the right to enter upon the project at all times.

SECTION 9 – MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK

Subsection 9-2, Lump Sum Work, of the Green Book is deleted in its entirety and replaced by the following:

Items for which quantities are indicated as "Lump Sum," "L.S.," or "Job" will be paid for at the price indicated in the Proposal. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean up of site.

When requested, Contractor will furnish three copies of a detailed schedule, which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy Engineer that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by Engineer as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component. This schedule will be the basis for progress payments for the lump sum work.

9-3 PAYMENT

9-3.2 PARTIAL AND FINAL PAYMENTS

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with measurement of the work performed through the closure date and submit it to the City for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment, and submit it to the Engineer for approval.

It will take a minimum of thirty-five (35) calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

Five (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the City, upon field acceptance of the work by the City Engineer. The City Engineer upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the City Council for acceptance of the work. Not less than thirty-five (35) calendar days from the City Council acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the City by material suppliers, sub-contractors, other governmental agencies, and private property

owners. Until these Stop Payment Notices are released and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the City or request that the City place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the City to accommodate the Contractor's request.

Progress payment paid by the City as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the City withholding partial payment, without liability to the City, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A City Council resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City's ability to draw from this fund, are conditions precedent to City's obligation to make payments to Contractor.

9-3.3 DELIVERED MATERIALS

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

100-1 TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a Release on Contract" form which will operate as, and will be a release to the City, the City Council, and each member of the City Council and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Subsections 9-3 of the Special Provisions and except

for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

--END OF SECTION--

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SECTION 8 - EARTHWORK AND GRADING

GENERAL

Contractor shall provide all tools, equipment, materials, labor, traffic control, excavating, shoring, dewatering, subgrade preparation, backfilling, compacting, grading and temporary resurfacing required for the construction of the work shown on the Contract Drawings and/or required in the Specifications.

Earthwork shall include, without classification, the removal and disposal of all materials of whatever nature encountered that interfere with the proper construction and completion of the Work.

Where any permit requirements exceed the requirements of this Section, the permit requirements shall govern.

8.02 PRESERVATION OF PROPERTY

Existing improvements or facilities and trees and shrubs that are not to be removed, shall be protected from injury or damage resulting from operations of the Contractor, and the Contractor shall be responsible for such damage. Only trees and shrubs specifically designated or marked for removal by the Engineer shall be removed.

The Contractor shall provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations. Failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the City for any loss of time or expense sustained by him due to such suspension of work.

8.03 CLEARING AND GRUBBING

Except as otherwise specified, all trees, stumps, large roots, buried logs, decayed vegetable matter, buried junk piles, heavy growth of grass and weeds and all other objectionable material shall be removed from the site of the work. None of the above materials shall be permitted to remain in or under embankment and fill areas.

8.04 REMOVAL AND DISPOSAL OF MATERIAL

Material removed during clearing and grubbing, including any excess excavation, shall be removed from the site of the work and disposed of at a location acceptable to the Engineer. Burning of materials on the site will not be permitted.

8.05 EXCAVATION

Excavation shall conform to the lines, grades and cross-sections shown on the Drawings and no payment will be made for quantities in excess of those shown or hereinafter specified. When solid rock, scale, hardpan or like materials are encountered in the excavation, it shall be excavated to not less than 6-inches below subgrade and replaced with select material

approved by the Engineer. Said select material shall be compacted to not less than 90 percent maximum density. Whenever reference is made to maximum density, it refers to the maximum density as determined by *ASTM*.

All soft or unsuitable material that will not readily compact to the density specified shall be removed to the depths shown on the Drawings or ordered by the Engineer and disposed of as directed by the Engineer. Excavation in areas not shown on the Drawings or authorized by the Engineer will not be paid for and the Contractor shall, at his own expense, backfill and compact unauthorized excavation areas to the original ground elevation and to the density specified.

All rocks or lumps larger than 2-1/2 inches in size in the upper 6-inches of the subgrade which will not break up under the operation of grading equipment shall be removed and the resulting space refilled and compacted with selected material approved by the Engineer.

8.06 NOT USED

8.07 SUBGRADE PREPARATION

- A. Subgrade/subbase depth shall extend to 6-inches below pipelines and structures and shall be firm, unyielding, and free of rock(s) and debris.

Removal and replacement of any unsuitable subgrade/subbase material, as determined by the Engineer, to a depth up to 6-inches below pipelines and structures, shall be at the Contractor's expense. Replaced subgrade/subbase material shall be compacted to a minimum relative compaction of 90%, unless otherwise shown on the Contract Drawings, in conformance with the State of California, Division of Highways (Caltrans) Test Method No. 216.

Compaction testing will be at the Owner's expense.

Unless otherwise shown on the Contract Drawings, replacement material shall be Select Subbase (course gradation).

- B. Use of explosives will not be permitted on this project, unless specifically authorized in writing, by the Engineer.
- C. "AUTHORIZED" removal of unsuitable material that is more than 1-foot below bottom of any pipeline or structure shall be as directed by the Engineer and will be paid as Extra Work in accordance with SSPWC Section 3-3, except that the Contractor's Markup, SSPWC Section 3-3.2.3 for all overhead and profit, will be established at 15% plus the actual increased cost for the Contractor's bond premium caused by the extra work.
- D. All "UNAUTHORIZED" over excavation by the Contractor shall be replaced and compacted to a minimum relative compaction of 90% in conformance with the State of California, Division of Highways (Caltrans) Test Method No. 216. All cost associated with over excavation, material replacement and testing shall be at the Contractor's expense.

8.08 PIPELINE BEDDING

Pipeline bedding and subbase for structures shall conform to these specifications unless otherwise shown on the Contract Drawings.

8.09 BACKFILL AND COMPACTION

- A. Trench backfill material shall be clean, free from organic material, trash, debris, rubbish, broken portland cement concrete, asphalt concrete, rocks over 3-inches in size or other objectionable material and shall have a minimum sand equivalent of 30 as determined by the State of California, Division of Highways (Caltrans) Test Method No. Calif. 217, and not more than 20 percent of the backfill material will pass through a 200 mesh sieve.
- B. Structures backfill material shall be clean, free from organic material, trash, debris, rubbish, broken portland cement concrete, asphalt concrete, rocks over 3-inches in size or other objectionable material and shall have a minimum sand equivalent of 30 as determined by the State of California, Division of Highways (Caltrans) Test Method No. Calif. 217, and not more than 20 percent of the backfill material will pass through a 200 mesh sieve.
- C. Place bedding and backfill materials true to the lines, grades, cross-sections and compact in accord with the requirements shown on the Contract Drawings.
- D. Trench backfill shall not be placed over pipe until after the pipe has been inspected by the Engineer.
- E. Backfill shall not be placed against structures until the 28-day compressive strength is obtained.
- F. Trench backfill material shall be in vertical lifts and shall not exceed the thickness specified for various types of equipment (SSPWC Section 306-1.3.2 (uncompacted lifts) horizontal lifts. The difference in compacted backfill material on each side of pipe shall not exceed 4-inches.
- G. Impact, free falling, or "stomping" equipment shall not be used within 3-feet of top of pipe or for structures backfill compaction.
- H. Jetting (water densifying) methods for compaction shall not be permitted for trench or structures backfill.

8.10 WATERING

All water used for compacting original ground, embankments, structure and trench backfill, subgrade, base and for laying dust caused by grading or traffic, shall be included in the price bid for such items and separate payment will not be allowed for watering.

8.11 SOIL TESTING

A. General:

All soils testing shall be done in accordance with *SSPWC, Section 211*, and by a testing laboratory of the City's choice at the Contractor's expense.

B. Compaction Tests:

Where soil material is required to be compacted to a percentage of maximum density, the maximum density shall be determined in accordance with the requirements of *SSPWC, Subsection 211-2*. In case the tests of the fill or backfill show non-compliance with the required density, the Contractor shall accomplish such remedy as may be required to insure compliance.

Subsequent testing to show compliance shall be by a testing laboratory selected by the City and shall be at the Contractor's expense.

8.12 PAYMENT

Earthwork and grading will be paid for at the unit or lump sum price listed in the Proposal or, if no separate item is included, in the other items of work to which it relates.

*****END OF SECTION 8*****

SECTION 9 - ASPHALT CONCRETE PAVEMENT

9.01 GENERAL

Conform to the requirements of SSPWC Sections 203-6, 302.5 and 306-1.5, the Contract Drawings and as stated herein.

1. Pavement Thickness. Asphalt concrete shall be spread and compacted in conformance with SSPWC Table 302-5.5 (A) and shall be the thickness shown on the Contract Drawings or 1-inch thicker than the existing paving, whichever is greater.
2. Pavement Width. Asphalt Concrete and Base Course width, for trench repair, shall be a minimum of 18-inches (9-inches each side) wider than the trench width at the existing grade or as shown on the Contract Drawings, whichever is greater.
3. Trench Resurfacing shall be spread and compacted in conformance with SSPWC Table 306-1.5.3.
4. Driveways and site areas paving shall be placed and compacted in conformance with the requirements of SSPWC Section 302-5.
5. Immediately prior to placing permanent asphalt paving, all existing pavement that is to remain (joined) shall be saw cut to provide a clean and vertical joint for the new asphalt paving. Any other means to provide a clean and vertical joint shall not be acceptable.

Overlay operations shall not occur on the trash pickup and street sweeping days of that street. Coordination with the City's trash hauler street sweeper shall be the CONTRACTOR'S responsibility, and no additional compensation will be allowed.

9.02 PRIME AND SEAL COATS

Prime Coat shall be required when shown on the Contract Drawings.

Application of prime coat shall comply with the applicable requirements of SSPWC Sections 203-2 and 302-5.3. Prime coat shall be uniformly distributed over completed subgrade and/or aggregate base course at the application rate of 0.25-gallons per square yard, unless the Owner specifies a different application rate at the time the work is performed.

Seal Coat shall be required when shown on the Contract Drawings.

Fog seal coat (Slow Setting Emulsified Asphalt), shall be required on all asphalt concrete surfaces. Asphalt seal coat shall not be placed on new surfaces until the asphalt has cured for a minimum of 14 days. Fog seal coats shall be applied at a rate of 0.05 to 0.10 gallons-per-square-yard. Asphalt emulsion shall conform to SSPWC Section 203-2.6

9.03 ASPHALT BINDER

In conformance with the applicable requirements specified in SSPWC Sections 203-3 and 302-5.4, tack coat shall be applied to all vertical surfaces of concrete gutters, concrete and masonry walls, permanent headers, concrete slabs, pavement joints, and similar faces against which asphalt concrete pavement is to be placed. Tack coat shall be applied at a rate of 0.02 to 0.10 gallons-per-square-yard.

9.04 PAVEMENT TRAFFIC STRIPING AND MARKERS

Following completion of all paving operations, the Contractor shall apply and/or replace all pavement striping, markings and markers, as shown on the Contract Drawings or that are disturbed, damaged or destroyed during construction. All replaced striping, markings and markers are to match the original that were in place at the start of construction. Striping, markings and markers shall conform to SSPWC Sections 310-5.54 and 312.

Pavement Markers shall conform to the requirements of SSPWC Section 214

9.05 ASPHALT CONCRETE

1. Permanent Pavement. Asphalt Concrete (AC) shall conform to the provisions of Subsections 203-6 and 302-5 of the Standard Specifications. The surface course shall be Class C2-PG 64-10. AC not otherwise specified shall be Class B-PG 64-10. AC used for leveling course shall be Class D2-PG 64-10.
2. Asphalt Rubber Hot Mix (ARHM). Asphalt concrete overlay shall be constructed in accordance with Section 302-9, "Asphalt Concrete Pavement" of the Standard Specifications. Asphalt concrete to be used by the Contractor as part of this work shall be ARHM-GG-C. Asphalt concrete overlay shall be as shown on the Plans.
3. Temporary Pavement. Temporary AC Pavement shall conform to the above requirements, except temporary AC will be Class D2-PG 64-10. All trenches and travel lanes must be paved with temporary AC until permanent pavement has been constructed.
4. Tack Coat. A tack coat shall be applied between base and finish courses when the finish course is not placed immediately after the base course, and the existing paved surfaces where new asphalt concrete overlaps existing pavement or abuts existing pavement along cut trench edges or curbs. Tack coat shall be as specified in section 302-5.3 of the Standard Specifications.
5. Leveling Course. Leveling course shall be Type III-D-PG 64-10 and shall conform to the provisions of Section 400-4 of the Standard Specifications.
6. Payment. There shall be no payment for furnishing installation, maintenance, removal or disposal of temporary AC pavement, and all costs thereof shall be absorbed in bid prices for work to which the temporary pavement is necessary.

The asphalt binder shall be paving asphalt, viscosity grade *AR4000* and shall conform to the requirements of *Section 203.6-Asphalt Concrete* of the SSPWC. The temperature of the paving asphalt and the mineral aggregate at the time of mixing shall conform to *Section 203-1-Paving Asphalt* of the SSPWC. Refer to *City of Monterey Park Standard Drawing A-288 Typical Trench Detail* for more details. Trench resurfacing shall be placed in one lift.

9.06 PLACING ASPHALT CONCRETE PAVEMENT

Prime coat or plant mixed surfacing shall be placed on the base course or subgrade only after said base has been approved by the Engineer. All work shall conform to *Section 302-5-Asphalt Concrete Pavement* of the SSPWC except as modified herein.

The application temperature of asphalt shall conform to *Section 203-1.4* of the SSPWC. Distribution and spreading shall conform to *Section 302-5.4*.

The Contractor shall furnish to the Engineer certified weight tickets for all asphalt concrete incorporated in the work.

9.07 ROLLING

Asphalt concrete shall be thoroughly compacted by rolling in accordance with *Section 302-5.5 Distribution and Spreading* of the SSPWC.

Manholes and other structures shall be adjusted to grade per *Section 302-5.7-Joints* of the SSPWC.

9.08 Preparation. The following is hereby added to Subsection 302-5.1 of the SSPWC:

If asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, the following shall occur:

- 1) All holes and cracks 1.5 inches or greater in width shall be filled with asphalt concrete Class and Grade F-PG 64-10 compacted level with the top of the existing pavement;
- 2) All cracks and joints greater than 1/8 inch in size shall be blown clear with high pressure air, with the street swept immediately thereafter;
- 3) All joints and cracks greater than 1/4 inch and less than 1.5 inches in size shall be filled with Crafcro Polyflex III or approved equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and squeegeed, as necessary, to attain this result; and

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

The CONTRACTOR shall complete crack filling a minimum of 24 hours prior to paving, unless otherwise directed by the Engineer.

Measurement and Payment [Add the following Section]:

Payment for crack filling is considered to be included in the cost to Construct Asphalt Overlay, and no additional compensation will be allowed therefore.

Cold Milling Asphalt Concrete Pavement.

302-5.2.1 General. The following is hereby added to the first paragraph of Subsection 302-5.2.1 of the SSPWC:

Such straight edge grade along the edge of the cold plane area shall not deviate more than 1/4-inch below nor 1/8-inch above the grade specified in the Contract Documents.

General. [Add the following as the last paragraph]

All materials indicated to be removed shall be recycled per the requirements highlighted in Section 7-15 of these Specifications.

Cold milling shall not be performed more than 2 working days ahead of paving, and shall not be left unpaved over a weekend. CONTRACTOR shall provide a smooth transition for vehicles during construction at end of cold mill areas to the satisfaction of the Engineer. Additionally, Best Management Practices will be required to protect water quality, and prevent any debris or pollutants from entering the storm drain system.

302-5.2.3 Removal and Disposal of Material. The following is hereby added to Subsection 302-5.2.3:

Cold milled streets shall be accepted by Engineer at least 1 day prior to street resurfacing.

Sweepers used for cold milling shall not enter on streets approved as clean after cold milling. The CONTRACTOR shall provide a minimum of two vacuum-brush type sweepers at all times during cold milling.

Removal of existing traffic stripes (including raised pavement markers) and pavement markings, as noted in the Contract Plans, shall be removed in compliance with the Section 84 of this Contract Document.

All materials indicated to be removed shall be recycled per the requirements highlighted in Section 7-15 of these Specifications.

Tack Coat. [Add the following]:

Tack coat material for overlay shall be PG 64-10 applied at a rate of 0.06 gallons per square yard applied at a minimum of 350 degrees Fahrenheit from a distributor truck with a functioning heating element capable of raising the temperature by 3 degrees Fahrenheit per hour.

Tack coat shall not be placed so far ahead of paving that the tack coat is tracked away by trucks from more than 20 percent of the tacked area.

Tack coat for joints on trenches and patches shall be uniformly applied at 0.20 gallons per square yard PG 64-10.

The CONTRACTOR shall place the tack coat in a manner to prevent all vehicles from driving through the tack coat. Therefore, the CONTRACTOR shall plan the work out accordingly, particularly at the intersection locations to prevent vehicle or members of the public from entering area where tack coat has been installed.

The CONTRACTOR shall remove all tracked Tack from adjacent streets within 7 days following paving operations at no additional cost to the City. The method of removal must be approved by the Engineer prior to implementation.

Measurement and Payment [Add the following to Subsection 302-5.4]

Payment for tack coat material is considered to be included in the cost of CONSTRUCT AC OVERLAY placement depending on the work performed, and shall be in accordance with these Specifications. Full compensation shall include all labor and materials required to complete the process and no additional compensation will be allowed therefore.

302-5.5 Distribution and Spreading. [Add the following to Subsection 302-5.5]

CONTRACTOR shall provide automatic screed control as directed by Engineer.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Watering of street to prevent tracking of material will be allowed if no water enters the storm drain system and the Contractor adheres to all local and state water quality regulations, and these Contract Documents.

CONTRACTOR shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. CONTRACTOR shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

302-5.6 Rolling. [Add the following]

Rolling along a joint shall be such that the widest part of the roller is on the cold side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

At a minimum, two complete passes with the breakdown roller shall be provided. Initial breakdown rolling shall be performed close enough to the paving machine and at a pavement temperature high enough such that the pavement temperature after two passes exceeds 240 degrees Fahrenheit. Intermediate rolling shall be provided such that a total of six passes are performed before pavement temperature drops below 200 degrees Fahrenheit. An additional intermediate roller may be required to achieve this result. A finish roller shall be provided in addition to intermediate rolling.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the SSPWC and this Subsection 600-2.6.3 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

Joints. [Add the following]

Joint lines between successive runs shall be within 6 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

Measurement and Payment [Add the following]

Payment for distribution and spreading, rolling, and joint lines is considered to be included in the cost of the corresponding unit bid item and shall be in accordance with these Specifications. Full compensation shall include all labor and materials required to complete the process and no additional compensation will be allowed therefore. or if no separate item is included, in the other items of work to which it relates.

*****END OF SECTION 9*****

SECTION 10 - AGGREGATE BASE

10.01 GENERAL

The Contractor shall furnish all plant, labor, materials, tools, equipment, transportation and all incidental work and services required to construct aggregate base in accordance with these Specifications, applicable drawings and *Section 200-Rock Materials* and *301-Treated Soil*, Subgrade Preparation, and Placement of Base Materials, as modified herein.

10.02 SUBGRADE

The subgrade shall be prepared as specified in *Section 301-1-Subgrade Preparation* of the *SSPWC*.

10.03 UNTREATED BASE MATERIALS

The aggregate for untreated base shall conform to the requirements of *Section 200-2-Untreated Base Materials* of the *SSPWC*.

10.04 PLACING UNTREATED BASE

Untreated base material shall be spread on the prepared subgrade in uniform layers in accordance with *Section 301-2-Untreated Base* of the *SSPWC*.

10.05 COMPACTING UNTREATED BASE

Untreated base shall be compacted in accordance with *Section 301-2.3-Compacting* of the *SSPWC*. The finished base, where not controlled by adjacent structures, shall be not more than 0.02 foot above, and not more than 0.02 foot below the theoretical cross-section.

10.06 PAYMENT

Aggregate base will be paid for at the unit or lump sum price listed in the Proposal.

*****END OF SECTION 10*****

SECTION 11
CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY
INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

(REV: 6/04)

11.01 GENERAL

Contractor shall provide all tools, equipment, materials, labor and services for furnishing, placing, finishing and curing concrete to the grades and dimensions shown on the Contract Drawings and as specified herein. Where any permit requirements exceed the requirements of this Section, the permit requirements shall govern.

The Work of this Section shall include the construction of cast in place and precast concrete for site improvements, specified herein, or shown on the Contract Drawings.

Contractor shall submit Certificates of Compliance, signed by the manufacture for concrete mix design, including aggregate, cement, fly ash and reinforcing steel.

Contractor shall submit additional supporting data upon request of the Engineer.

11.02 SUBGRADE

Subgrade shall be prepared in accordance with *Section 301.1-Subgrade Preparation* of the *SSPWC*. The completed subgrade shall be tested for grade and cross-section by means of a template extending the full depth of the section and supported between the side forms. The subgrade and forms shall be thoroughly watered in advance of placing concrete.

11.03 MATERIAL

Conform to the applicable portions of Section 201 of the *SSPWC* except as modified herein: Certificates of compliance, signed by the manufacture, shall be furnished for all cement and fly ash. Supporting data shall be furnished upon request of the Engineer.

- A. Unless otherwise shown on the Contract Drawings, mix design shall be 520- C-3250
- B. Portland Cement shall be Type II low alkali Portland cement conforming to ASTM C 150.
- C. Type F fly ash shall conform to SSPWC 201-1.2.5 (b) and shall not exceed 20 %, by weight, of the total cementitious material. Type C fly ash shall not be allowed.
- D. Water-cementitious ratio shall not exceed 0.45.
- E. Maximum slump shall not exceed 4-inches for formed concrete and 5-inches for flat work.
- F. Membrane curing compound shall be Type 1-D – Clear or translucent with fugitive dye.
- G. Calcium Chloride shall not be allowed.

11.04 MIXING, PLACING AND CURING

The mixing, placing and curing of concrete shall comply with *Section 303-5-Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways* of the SSPWC.

TRANSIT MIXED CONCRETE CERTIFICATION

A. The manufacture of the concrete shall furnish to the purchaser with each batch of concrete before unloading at the job-site, a delivery ticket on which is printed, stamped or written information concerning the concrete mix as follows:

1. Name of ready-mix batch plant.
2. Serial number of delivery ticket.
3. Date and truck number.
4. Name of Contractor.
5. Work site name and location.
6. Mix design or designation.
7. Quantity of grout.
8. Time and date of batching (time of first mixing of cement and aggregates).
9. Type and brand of cement.
10. Type, brand and weight of admixtures.
11. Amount of cement (weight in pounds per cubic yard).
12. Quantity of water (gallons) including moisture in aggregates.
13. Space for water added at job-site (gallons) and name/initials of person authorizing the added water.

B. Not furnishing the above information shall be grounds for rejecting.

11.05 FORMS

Shall conform to applicable portions of Sections 303 and 303 of the SSPWC and the Local Agency standards except as modified herein:

- A. All reinforced concrete structures shall have both inside and outside forms and shall conform to Section 303-1.3.
- B. Curbs Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps and Driveways shall conform to Section 303-5.2 and the Local Agency Standards. In cases of conflict the Local Agency Standards shall prevail.

11.06 JOINTS

Transverse expansion joints in curbs, gutters and sidewalks shall be installed at all returns and shall be spaced at intervals not to exceed 60 feet between joints. An effort shall be made to space all joints in such a manner so as to create an appearance of uniformity. Expansion joints shall be filled with joint filler strips ½-inch thick and shall extend the full width and depth of curb, gutter and sidewalk.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an approved edging tool having a radius not to exceed 1/4-inch and all excess concrete shall be removed from around the joint.

When sidewalk is adjacent to curb the joint spacing pattern shall be identical and continuous.

Weakened plane joints shall be installed at regular intervals not exceeding 10 feet for walks and 20 feet for curb and gutters. Weakened plane joints shall be constructed in accordance with *Section 303-5.4.3-Finishing Plane Joints* of the *SSPWC*.

11.07 FINISHING

Finishing of concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways shall conform to *Section 303-5.5-Finishing* of the *SSPWC*. In case of conflicts Local Agency Standards shall prevail.

11.08 CURING

Exposed concrete surfaces shall be cured in accordance with *Section 303-5.6* of the *SSPWC*. Concrete curing compound shall be Type 2 and shall be applied at the rate of one gallon per 150 square feet.

11.09 REMOVALS

When plans provide for reconstruction of existing sidewalks, curbs and driveways limits of the removal are to be saw cut to a depth of 1 ½-inches. Limits are to fall on the nearest full section of walk or curb at the next weakened plane or expansion joint.

11.10 REPAIRS AND REPLACEMENTS

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by the Contractor at no expense to the City in accordance with *Section 300-1.3-Removal and Disposal of Materials* of the *SSPWC*. The Contractor shall use epoxy to bond new construction to existing improvements which shall be applied at the rate of one gallon per 25 square feet.

11.11 PAYMENT

Payment for concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps and driveways will be made at the unit or lump sum price listed in the Proposal or, if no separate item is included, in the other items of work to which it relates.

*****END OF SECTION 11*****

SECTION 12 - WATER PIPELINES

(REV: 4/00)

12.01 GENERAL - PIPING

The Contractor shall furnish and install all pipe, fittings, valves, supports, bolts, nuts, gaskets, jointing, materials and appurtenances as shown on the Drawings and as specified herein, and shall furnish and install all auxiliary piping and connection to equipment, all as required for a complete and workable piping system.

12.02 STEEL PIPE

CEMENT MORTAR LINED AND COATED FABRICATED STEEL PIPE

Steel Pipe shall conform to AWWA Standard C 200. Pipe size and steel plate thickness (minimum 3/16-inch plate thickness) and pressure rating shall be as shown on the Contract Drawings. All pipe, fittings, couplings and outlets shall be shop fabricated. Field cutting of steel pipe, fittings, spools, and appurtenances shall not be allowed.

Accessories shall be as follows unless otherwise shown on the Contract Drawings

- A. Steel plate shall be ASTM A570/A570M and shall be a minimum of Grade 30.
- B. Pipe joints shall be as shown on the Contract Drawings.
 1. Bell and Carnegie shape spigot with rubber gasket.
 2. Bell and rolled grove spigot with rubber gasket.
 3. Bell and spigot lap weld.
 4. Butt-strap welded.
 5. Flanged.
- C. Steel pipe shall be Cement Mortar Lined (minimum ½-inch thickness) and coated (minimum 1-inch thickness) and shall conform to AWWA C205.
- D. Fabricated fittings shall conform to AWWA C208. Fittings shall be Cement Mortar Lined and Coated. Cement Mortar Lining and Coating shall conform to AWWA C104.
- E. Gaskets for bell and spigot joints shall be furnished by the Pipe Manufacture and shall conform to AWWA C200, Section 4.13.62.
- F. Lubricant for bell and spigot joints shall be furnished by the Pipe Manufacture and shall conform to AWWA C200, Section 4.13.62 and NSF 61.
- G. Steel flanges for pipe and fittings shall be flat-faced and shall conform to the requirements of the American Water Works Association Standard AWWA C207 and shall be Class "E" for Class 200 and 250 pipe and Class "D" flanges for Class 150 pipe.
- H. Gaskets for flanged joints shall be ring-type, cloth-inserted rubber gaskets, 1/16-inch thick. The gaskets shall extend from the inside diameter of the flange to at least the

inside edge of the bolt holes.

Gaskets for blind flanges shall consist of 1/16-inch thick cloth-inserted neoprene rubber sheet which shall cover the entire inside surface of the blind flange and shall be cemented to the surface of the blind flange.

- I. All buried bolts, nuts and washers shall be 316 Stainless steel. Bolts and Nuts shall be American National Standard Regular and shall have heavy hexagon heads. Threads shall be Coarse Thread Series, Class 2A and 2B fit.
- J. Pipelines less than 30" in diameter shall have each joint provided with a minimum of three (3) hand holes, located at the top and on each side of the installed pipe. Handholes shall be large enough, five (5) inch minimum diameter, to permit patching the lining. Hand holes shall include a blind flange or threaded plug and shall have all surfaces coated with a minimum thickness of 12 mils of a two component high solids epoxy.

All hand holes and pipe sections shall be encased in cement mortar.

- K. Pipelines less than 30-inches in diameter shall have interior pipe joint sealant installed at all joints per the manufacturer's recommendations. Interior pipe joint sealant shall be GS-79, as manufactured by General Sealants Corporation, or approved equal.
- L. Pipelines 30-inches and over in diameter shall have access openings (24-inch diameter) spaced at 500-feet maximum spacing. Unless otherwise shown on the Contract Drawings, the access openings shall be blind flanged and buried.

M. Field welding of steel pipe shall conform to AWWA C206 and the following requirements.

- 1. All personnel performing field welding on steel pipe shall be prequalified and have current AWS certifications for the type of welding being performed. Upon request of the engineer/inspector, each welder shall produce written evidence of their qualifications (certifications) satisfactory to the engineer/inspector for field verification.
- 2. The minimum number of weld passes for welded joints shall be as follows:
Steel Thickness inches and minimum number of Passes for welds

Less than 0.25-inch	2 Passes
Greater than 0.25-inch	3 Passes
- 3. The shielded metal arc welding (SMAW) process shall be used for welding.

12.03 DUCTILE IRON PIPE AND ACCESSORIES

Ductile Iron Pipe shall be Cement Mortar Lined and shall conform to AWWA C151 Pressure Class 350 unless otherwise shown below or on the Contract Drawings.

Pipe size shall be as shown on the Contract Drawings

Accessories shall be as follows unless otherwise shown on the Contract Drawings

- A. Joints shall be push-on joints.
- B. Restrained joints, where called for on the Contract Drawings, shall be TR Flex by US Pipe or approved equal.
- C. Cement Mortar Lining shall be "Double Thickness" and shall conform to AWWA C104.
- D. Polyethylene Encasement shall be 8 mil minimum thickness and shall conform to AWWA C105 and shall be blue in color. All fittings, valves and buried portions of fire hydrant assemblies shall be double wrapped with the Polyethylene Encasement.
- E. Fittings shall be Ductile Iron and shall conform to AWWA C110. Fittings shall be Cement Mortar Lined and lining shall be "Double Thickness" in conformance with AWWA C104.F
- F. Gaskets shall be of grip-lock type and conform to AWWA C111.
- G. Lubricant shall be furnished by the Pipe Supplier and shall conform to AWWA C111 and NSF 61.
- H. Flanged pipe (where shown on the Contract Drawings) shall be Ductile Iron, minimum class 54, and shall conform to AWWA C115. Flanges shall conform to ASME/ANSI B16.1 class 125 unless called out otherwise on the Contract Drawings.
- I. All buried bolts, nuts and washers, including mechanical joint and flanged joint bolts shall be 316 Stainless steel.
- J. Bolts and Nuts shall be American National Standard Regular and shall have heavy hexagon heads. Threads shall be Coarse Thread Series, Class 2A and 2B fit.

12.04 POLYVINYL CHLORIDE PIPE

Polyvinyl Chloride Plastic Pipe (PVC) shall conform to AWWA Standards C900 and C905.

Pipe size shall be as shown on the Contract Drawings.

Polyvinyl chloride (PVC) plastic pressure pipe for 6-inches through 12-inches in diameter shall conform to AWWA C-900. PVC pressure pipe shall be pressure class 200 (maximum working pressure shall not exceed 200 psi and maximum field test pressure shall not exceed 250 psi) meeting the requirements of DR 14 and shall have bell and spigot joints with elastomeric gaskets.

Polyvinyl chloride (PVC) plastic pressure pipe for water mains 14-inches and 16-inches in diameter shall conform to AWWA C-905. PVC pressure pipe shall be pressure class 235 (maximum working pressure shall not exceed 150 psi and maximum field test pressure shall not exceed 200 psi) meeting the requirements of DR 18 and shall have bell and spigot joints with elastomeric gaskets.

Material used to produce PVC pipe shall be made from virgin PVC resin that equals or exceeds cell class 12454-B as defined in ASTM D1784, with an established hydrostatic design basis (HDB) equal to or greater than 4,000 psi for water at 73.4°F (23°C).

Accessories shall be as follows unless otherwise shown on the Contract Drawings.

- A. Elastomeric gaskets for bell and spigot PVC pipe joints shall be furnished by the Pipe Manufacturer and shall conform to AWWA C900 and AWWA C905.
- B. Lubricant shall be furnished by the pipe manufacture and shall conform to AWWA C900, AWWA C905 and NSF 61.
- C. Fittings shall be Ductile Iron and shall conform to AWWA C110. Fittings shall be Cement Mortar Lined "Double Thickness" in conformance with AWWA C104. Type of joint shall be as shown on the Contract Drawings.
- D. All buried bolts, nuts and washers, including mechanical joint and flanged joint bolts shall be 316 Stainless steel.

Bolts and Nuts shall be American National Standard Regular and shall have heavy hexagon heads. Threads shall be Coarse Thread Series, Class 2A and 2B fit.
- E. All valves and non-cement coated fittings shall be double wrapped in a Polyethylene Encasement that conforms to AWWA C105 (encasement shall be blue in color).
- F. Detection tape for non-metallic piping (PVC) shall be a plastic metallic tape consisting of a blue color coded polyethylene or melinex film, a solid core aluminum foil detection layer and other layers as required. Detection tape shall be resistant to acids, alkalines and other components likely to be encountered in soils. Unless shown otherwise on the Contract Drawings, detection tape shall be installed 12-inches above the top of pipe and shall be imprinted with "CAUTION POTABLE WATER PIPELINE BELOW" (minimum 1/2-inch black letters). Detection tape shall be Terra Tape "D" by Griffolyn Company, Detectatape by Allen Systems, or approved equal. Detection tape shall terminate above grade at each fire hydrant.

12.05 SLEEVE-TYPE COUPLINGS AND FLANGE ADAPTERS

Sleeve-type couplings and flange adapters shall be furnished where shown and shall be **Romac or approved equal**. Couplings shall be of steel with stainless steel bolts, without pipe stop, and shall be sized to fit the pipe and fittings shown. The middle ring shall not be less than 1/4-inch in thickness and shall be no shorter than 7 inches long.

12.06 NOT USED

12.07 EXCAVATION AND BACKFILL

A. EXCAVATION:

The Contractor shall make all necessary excavation to construct the work as shown on the Drawings and shall remove all pipes, trees, stones, debris and other obstructions that may be encountered in making the excavation.

The trench at the end of each day shall not be excavated more than one hundred (100) feet in advance of the pipe laying, nor left unfilled for more than one hundred (100) feet where the pipe has been laid. The trench shall be excavated to a depth of six-inches below the bells and re-filled to invert grade with sand and thoroughly

compacted into place at the Contractor's expense for all labor and material.

If any trench bottom, through neglect of the Contractor, be excavated below the grade as required by the Drawings and these specifications, it shall be re-filled to grade with sand thoroughly compacted into place at the Contractor's expense for all labor and material.

Excavation shall be supported in a safe manner meeting the requirements of *CAL OSHA*. Existing improvements of any kind, either on public or private property, shall be fully protected from damage. If any damage does result to such improvements, the Contractor shall make the necessary repairs or reconstruction at his own expense and as directed by the Engineer. Sheet piling or other timbers shall be removed in such a manner as to prevent caving of the walls of the excavation. The minimum width of excavation shall be 12-inches (6-inches on each side) more than the exterior diameter of the pipe exclusive of joints and tees.

B. BACKFILL:

All pipe trenches shall be backfilled to twelve inches over the top of the pipe with sand conforming to *Section 200-1.5* of the *SSPWC*. The material shall be placed simultaneously on both sides of the pipe and shall be completely worked by tamping around the pipe. Such backfilling must be witnessed by the Engineer. It shall be compacted to not less than 90 percent of maximum density. Prior to placing the remaining backfill, all material that has inadvertently fallen into the excavation, shall be removed to twelve inches above the pipe before commencing trench backfilling. This requirement is mandatory. The remaining backfill shall be select material obtained from the excavation, shall not contain stones or boulders larger than 3-inches maximum dimension, and shall be placed in layers not exceeding two feet in thickness. Each layer shall be compacted to not less than 90 percent of maximum density.

12.08 CUTTING AND RESTORING EXISTING PAVEMENT

Pavement destroyed in connection with performing the work required under the Contract shall be replaced with the same kind or better by the Contractor. If a strip of existing pavement less than five (5) feet is left between a trench and a gutter or edge of pavement, it shall be removed and new pavement placed in its stead. In cutting or breaking up street surfacing, the Contractor shall not use equipment which will damage the adjacent pavement. All concrete pavement surfaces shall be scored with concrete sawing equipment; provided, that any Portland cement concrete base under an asphalt mix surface will not be required to be scored by sawing. Asphaltic-concrete pavement shall be removed to clean straight lines.

Concrete sidewalks, curbs and gutter required to be removed in connection with performing the work under the contract shall be cut to the nearest score mark and shall be replaced with the same kind or better by the Contractor. Immediately after completing the backfilling of any section of pipeline in a paved area, temporary resurfacing at least 1-1/2 inches in thickness, shall be placed over the backfilled trench and maintained by the Contractor at his own expense. Upon completion of substantial parts of the project, but not before the pipeline is tested the temporary resurfacing shall be replaced with permanent resurfacing.

All work shall match the appearance of the existing improvements as nearly as practical. Lampblack or other pigments may be added to the concrete to attain the necessary result.

In all cases the repaving and repairing shall be done in accordance with the requirements of the local authorities having jurisdiction in the area of the work.

12.09 INSTALLATION OF PIPE

- A. The Contractor shall install pipe closure sections, fittings, valves and appurtenances shown, including bolts, nuts, gaskets, jointing materials and thrust blocks.
- B. At all times when the work of installing pipe is not in progress, all openings into the pipe and the ends of the pipe in the trenches or structure shall be kept tightly closed to prevent entrance of animals and foreign materials. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damage due to this cause and shall at his own expense restore and replace the pipe to its specified condition and grade if it is displaced due to floating. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition until its acceptance by the City.
- C. Where closure sections are required by the Contractor's laying operation, the sections shall be installed in accordance with the applicable section of these Specifications.
- D. The pipe sections shall be laid in the trench to true alignment and grade in accordance with the Drawings. Exceptional care shall be taken in placing the pipe and making the field joint. Bumping of the pipe in the trench will not be permitted. Steel pipe shall be welded, unless otherwise shown on the Drawings. Concrete thrust blocks shall be provided at the locations and of the sizes as shown on the Drawings.
- E. Special care shall be taken during unloading and placing the pipe in trenches. Fabric or other approved slings shall be used for steel pipe. Sandbags shall be used to support all stockpiled pipe. Bell holes shall be dug under each bell to permit even bearing of the pipe along the entire length.
- F. Pipe ends shall be reamed to the full bore of the pipe. Threads shall conform to *ANSI B2.1*. In making up threaded joints, an accepted thread lubricant shall be applied to the male threads only.
- G. Flanged joints shall be made up square with even pressure upon the gaskets and shall be perfectly watertight.
- H. Bell and spigot joints shall be made up concentrically with the rubber gasket completely retained by the bell or spigot groove. A feeler gage shall be used to determine if each joint has been properly assembled.
- I. When steel pipe is not to be welded, concrete thrust blocks shall be constructed at all changes in direction. Thrust blocks shall be constructed against undisturbed earth.

Each thrust block shall be placed so that valves and fittings are accessible for repair. Size of thrust blocks shall be as shown or as directed by the Engineer.

12.10 INSULATING BUSHINGS AND UNIONS

Pipe and fittings made of dissimilar metals shall be isolated from ferrous metals by nylon insulating pipe bushings or unions as manufactured by *Smith Blair, Corrosion Control Products, Co., or approved equal*.

12.11 SERVICE LATERALS

- A. New service laterals are to be installed of the size and at the location shown on the Drawings. All service saddles 2-inch and smaller shall be double strap bronze saddle for tap to new main. Refer to City of Monterey Park Standard Drawing W-4 and W-8.
- B. Service lateral material shall be Type K soft copper.
- C. Service laterals are to be installed, chlorinated, pressure tested and flushed before connection is made to meters.
- D. No joints shall be made in service lateral runs without the City Inspector's permission. All joints for service laterals 2-inch or smaller shall be WELDED.
- E. All existing services shall be reconnected after new mains are pressurized and chlorinated.
- F. Meter boxes or services shall be located a minimum of four feet from a tree or top of "X" of a driveway.

12.12 VALVES - GENERAL

- A. All valves and gates shall be of new manufacture. The flanges may be either raised or plain faced and shall be faced and drilled to 125-pound American Standard dimensions, unless otherwise shown on the Drawings. Each valve body shall be tested to a pressure equal to twice its design water working pressure, except that gate valves shall be tested in accordance with "*Standard for Gate Valves for Ordinary Water Works Service*" (AWWA C509-latest edition).
- B. All interior parts of valves manufactured of bronze or brass except valve stems, shall conform to the requirements of *ASTM B62*. Gate valve stems shall be of bronze, containing aluminum and having a minimum tensile strength of 60,000 psi, a yield strength of 40,000 psi and elongation of at least 100 percent in two inches, as determined from a test coupon poured from the same ladle from which the valve stems to be furnished are poured.
- C. Except as otherwise provided, all ferrous surfaces (excluding non-corrosive surfaces) in the water passages of all valves, 4-inch and larger, shall be coated with an epoxy

coating meeting the requirements of *Section 12.19 – Epoxy Coating* of these Specifications. All buried valves shall be provided with an exterior protective coating in accordance with *Section 12.20 – Shop Applied Epoxy Coatings* of these Specifications.

12.13 RESILIENT SEAT GATE VALVES

A. General Requirements for Valves

Valves shall be designed and constructed for buried operation and installation.

All buried bolts, washers and nuts shall be constructed of 316 stainless steel.

Exterior and interior ferrous surfaces (not including stainless steel surfaces) in water passages, for all valves 4-inch and larger, shall be coated with fusion bonded epoxy in accordance with AWWA C550.

All valves and associated fittings shall be double wrapped in Polyethylene Encasement that conforms to AWWA C105 and shall be blue in color.

Valves shall be equipped with a standard square (2-inch) ductile iron operating nut. Operating nuts shall be extended, as necessary, so that the depth to top of the operating nut shall be between 12-inches and 24-inches below the finish surface.

All valves of each type shall be the product of one manufacturer.

B. Gate Valves shall be Resilient-Seated Gate Valves for Domestic Water Service and shall conform to AWWA C509.

1. Minimum design working pressure rating shall be 200 psi.
2. Valves shall be resilient seated, non-rising stem. Valve seats shall be applied to the gate wedge.
3. Valve stem seal shall be double O-ring.
4. Valve body and bonnet shall be constructed of Ductile Iron.
5. Valve size shall be as shown on the Contract Drawings.
6. Valves shall open by turning the valve stem counter-clockwise.

12.14 BUTTERFLY VALVES

Butterfly Valves shall be Rubber-Seated Butterfly valves for Domestic Water Service and shall conform to AWWA C504.

1. Design working pressure rating shall be as shown on the Contract Drawings and shall be certified by the manufacture for the following class and operating pressure ratings:
 - 150B - 150 psi
 - 250B - 250 psi.
2. Valves shall be rubber seated butterfly valves and shall have rubber seats applied

to the valve body.

3. Valve body shall be constructed of Ductile Iron.
4. Valve stem shall be constructed of 304 stainless steel.
5. Valves shall be leak tight in both directions of flow.
6. Valve size shall be as shown on the Contract Drawings.
7. Valve ends shall be as shown on the Contract Drawings.
8. Valve operators shall have a 2-inch standard AWWA nut and shall be designed for buried service with housings watertight to 10 psi with extension.
9. Valve bearing shall be self lubricating and corrosion resistant.
10. Valves shall open by turning the valve stem counter-clockwise.

12.15 FIRE HYDRANTS

Fire Hydrant assemblies shall be as shown on the *City of Monterey Park Standard Drawing W-1* and meet all applicable standards and regulations including but not limited to AWWA Standard C503-05. There shall be two (2) ports, one (1) 2 ½ inch and one (1) 4 inch brass thread ports/nozzles with bronze nozzle covers/caps (James Jones 3710 or equal).

12.16 VALVE BOXES

Valve boxes shall be as shown on the *City of Monterey Park Standard Drawing W-13*.

12.17 CORPORATION STOPS

Corporation stops shall be as shown on the *City of Monterey Park Standard Drawing W-2*

12.18 INSTALLATION OF VALVES

All buried valves shall have the operating nuts in a vertical position except as otherwise noted. Valve boxes, where called for, shall be centered over the operating nuts and shall be set plumb. Butterfly valves with hand wheel operators shall be installed with the hand wheels in the position shown.

12.19 NOT USED

12.20 SHOP APPLIED EPOXY COATINGS

A. SURFACE PREPARATION:

All oil and grease shall be removed from the metal, using an oil-free solvent (methyl-ethyl-ketone or trichloroethylene) and clean dry rags. The surface shall be sandblasted to white metal. In order to obtain maximum adhesion of epoxy coating, the grit used for blasting shall be coarse enough to impart a tooth in the metal equal to 25 percent of the thickness of the coating to be applied. The metal shall be cleaned

after sandblasting with clean, dry compressed air.

B. POWDER EPOXY:

The epoxy shall be one hundred percent epoxy material and shall be 3M Company's Scotchcoat No. 134 or approved equal.

C. PREHEATING:

Areas that are not to be coated shall be masked using 500-degree masking tape, similar to 3M Company's Permacel. The part to be coated shall be placed in an oven and preheated to the temperature specified by the epoxy manufacturer. An accurate temperature measuring device such as a pyrometer shall be used to determine the substrate temperature.

D. APPLICATION:

The epoxy shall be applied as a powder to the heated metal by one of the following methods:

1. **ELECTROSTATIC METHOD:** The powder shall be applied to the heated, grounded metal part which has been electrostatically charged by means of a current of approximately 1-½ amperes at approximately 400 volts. After application of the epoxy, the part shall be reheated as specified by the manufacturer to fuse the epoxy. Equipment for applying the epoxy powder shall be the Sames Electrostatic Powder Spray, or approved equal. Particular care shall be given to protection of non-ferrous masked parts. The finished product shall be carefully examined for epoxy interference on working parts.
2. **HEAT FUSION METHOD:** The part shall be prepared as outlined above and heated for a sufficient period to drive out all moisture from the metal. Epoxy powder shall be supplied using an air spray device designed to exclude moisture from the spray air. The part must be preheated to maintain a surface temperature high enough to cause instant epoxy fusion during the entire application process. After coating, the part shall be reheated as specified by the manufacturer. Particular care shall be taken to protect non-ferrous masked parts. The finished product shall be carefully examined for epoxy interferences on working parts.

E. THICKNESS OF COATING:

The minimum dry coating thickness shall be 8 mils, provided, however, that the thickness of coating in the grooves of valves or fittings designed to receive a rubber gasket shall be approximately 5 mils.

F. INSPECTION:

Coating thickness shall be checked with a nondestructive magnetic type thickness gage. Coating integrity shall be tested with an 87-volt Tinker Razor holiday tester or spark testing unit operating at approximately 2,700 volts.

G. FIELD REPAIRS:

If small local repairs are necessary, they shall be made using 3M Company's Scotchclad 134 field repair kit, or approved equal. The surface must first be cleaned with an oil-free solvent (methyl-ethyl-ketone or trichlorethylene) and clean dry rags.

12.21 FIELD TESTING OF WATER DISTRIBUTION SYSTEM INSTALLATION

All hydrostatic pressure testing shall be conducted by a qualified Independent Testing Company furnished by the Contractor and approved by the Owner. The Independent Testing Company shall provide the Owner certified results of all tests (including all passing, failing and retests). Copies of test reports shall be submitted each day as the testing progresses. Five copies of all test reports, properly bound, shall be submitted to the Owner prior to connecting the newly installed system to the existing water system.

Calibrated test gages shall have a minimum 4-inch diameter dial face with current calibration certificates (calibration date shall be within 90 days of test date).

All newly installed domestic water distribution systems, including all appurtenances, shall be hydrostatically tested for water tightness after the water system(s) have been completely installed, backfilled and trenches compacted (no compactive effort will be permitted after the system(s) have been tested). Retests shall be required if any additional compactive effort is performed after the hydrostatic testing has been performed.

Water used for filling, flushing or cleaning the new pipelines shall be supplied through a temporary connection that includes an approved backflow device. Direct connection to any existing water system shall not be permitted.

Hydrostatic pressure and leakage tests shall be in accordance with the applicable requirements of AWWA sections C600 and/or C605, except as modified herein.

Unless otherwise shown on the Contract Drawings, the field test pressure shall be 50 psi in excess of class rating of the pipe section being tested pressure (pressure shall be measured at the low point of the pipeline section being tested).

The maximum allowable leakage for Ductile Iron and Cement Lined and Coated steel pipe (with push on joints) shall be per AWWA C600.

The maximum allowable leakage for welded steel pipe and pipe with flange, or grooved-end joints shall be zero (0).

The maximum allowable leakage for Polyvinyl Chloride (PVC) pressure pipe shall be per AWWA C600.

Leakage shall be measured by pumping all make-up water from a calibrated container. Meters shall not be permitted for measuring make-up water (leakage).

The maximum length of test section shall be 2,500 feet. Only one size, one type of pipe and one pressure class of pipe shall be tested in each test section (mixing of different sizes, types of pipe and pressure classes shall not be permitted).

Contractor shall furnish, install, remove and restore all tools, equipment, temporary piping, temporary air release valves and temporary bulkheads required for the testing operations.

All concrete anchor and thrust blocks shall be allowed to cure for a minimum of seven days

prior to pressurizing any pipeline.

The Contractor shall furnish all equipment, labor and materials required for testing and disinfecting the piping. Water for testing and disinfecting will be furnished by the City without charge to the Contractor, but shall be metered through a fire hydrant meter provided by the City.

12.22 NOT USED

12.23 DISINFECTING THE PIPELINES

After flushing, field testing and prior to connecting to the existing water system, all newly installed domestic water distribution systems, including all appurtenances, shall be disinfected in accordance with AWWA C651, except as modified herein.

Only "Potable" water shall be used for disinfection (chlorination) of domestic water systems.

Requests for use of water from the Agency/Owner shall be submitted in writing, by the Contractor, a minimum of fifteen (15) working days in advance of the Contractor's disinfection operations.

All disinfection operations shall be conducted by a qualified Independent Testing Company furnished by the Contractor and approved by the Owner. The Independent Testing Company shall provide the Agency/Owner certified results of all chlorine residual tests (including all passing, failing and retests). Copies of all test reports shall be submitted each day as the testing progresses. Five copies of all test reports, properly bound, shall be submitted to the Owner prior to the Contractor's request for bacteriologic sampling by the Agency/Owner.

Disinfecting shall be by the continuous feed method. Chlorine compound solution made with liquid chlorine or sodium hypochlorite solution shall be water mixed and introduced into the mains to produce a chlorine dosage of not less than 50 mg/l or more than 100 mg/l throughout the system, including all appurtenances. Chlorinated water shall remain within the system for a minimum period of 24-hours and shall have a minimum chlorine residual, at the end of the 24-hour period, of not less than 25 mg/l in all pipe sections and appurtenances being disinfected.

The placing of calcium hypochlorite (HTH) tablets or granules in pipe sections during the pipe laying operations shall not be considered for disinfection.

Water supply connections used for the application of chlorine solution (including booster pumps) shall be protected by an approved backflow device and shall be metered to measure the rate of flow at all times.

Direct feed chlorinators that operate solely by gas pressure in the chlorine cylinder shall not be used for the application of liquid chlorine.

During the disinfection process, all valves, hydrants, service connections and other appurtenances shall be operated to ensure that all elements of the water system have been effectively disinfected.

The Agency/Owner or their authorized laboratory will sample and perform all bacteriologic testing. A minimum of two (2) bacteriologic samples and tests shall be required for each section being tested. Samples will be taken Monday through Wednesday and Thursday

morning during the normal working hours of the Agency/Owner. Samples will not be taken after 12 o'clock noon on Thursdays or at any time on Fridays. All requests for sampling/testing shall be in writing, by the Contractor and shall be delivered to the Agency/Owner a minimum of five (5) working days in advance of the requested sampling/testing.

If the initial disinfection operation fails to produce satisfactory bacteriological results or if other water quality is affected, the new water system shall be flushed and checked by re-sampling and retesting. If check samples also fail to produce acceptable results, the water system shall be re-chlorinated, re-sampled and retested until satisfactory results are obtained.

Final flushing and neutralizing of the chlorinated pipelines shall be in accordance with AWWA C651 – Section 4.5.

Discharge (disposal) of chlorinated water into watercourses or surface waters is regulated by the California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES). Discharge of water containing chlorine shall not be permitted. Neutralization (de-chlorination) of chlorinated water shall be required and shall use only chemicals contained in AWWA C651 Appendix "C".

Prior to discharging any neutralized (de-chlorinated) water the Contractor shall obtain and submit to the Owner's representative a copy of a permit or written permission (on the Agencies Letterhead), from the responsible agency for discharge of neutralized chlorinated water to any local storm drain, drainage course, surface water or sanitary sewer.

Connections of any portions/sections of the new water system shall not be permitted to any existing water system until the Contractor receives written confirmation, from the Agency/Owner, that the sampling and bacteriologic testing has been completed and the results comply with these requirements (Contractor shall allow a minimum of 7-working days after sampling for confirmation of the testing results).

- A. Chlorination shall be by means of a chlorine-water mixture applied by means of a solution-fed chlorination device. The maximum chlorine dosage entering the pipeline shall be 80 mg/L. Chlorinated water shall be retained in the pipeline long enough to destroy all nonspore-forming bacteria and, in any event, for at least 24 hours. After the chlorinated water has been retained for the required time, the chlorine residual in the line shall be at least 40 mg/L or one half of the initial chlorine dosage. If less than 40 mg/L or one half of the initial chlorine dosage is indicated the line shall be flushed and the chlorination process shall be repeated until a test has indicated a residual of at least 40 mg/L of chlorine. All valves within the scope of project shall be operated while the lines are filled with the heavily chlorinated water.
- B. After the specified retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system. The heavily chlorinated water flushed from the pipeline shall be reduced to 1.0 mg/L chlorine prior to discharging into a storm drain system. The Contractor shall perform this at his own expense. A chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the main.

- C. The City will collect water samples for analysis prior to placing the new facilities in service. The Contractor shall provide approved sampling points at least every 500 L.F. of pipeline main as specified by the City. Should any sample fail to meet the requirements of the City of Monterey Park Water Department, the chlorination procedures shall be repeated. The Contractor will be responsible for the cost of additional water analysis. After final flushing and before the new main is connected to the existing distribution system, two consecutive sets of acceptable samples, taken 24 hours apart, shall be collected from the new main.
- D. The water main and all existing services shall be flushed out until the chlorine residual is not greater than that prevailing in the system prior to placing back in service.
- E. Existing water mains that have been shut down and cut into for connections or installation of tees and valves shall be sterilized to the satisfaction of the Water Manager or his duly authorized representatives.
- F. As an optional procedure water mains and appurtenances must be completely installed, flushed, disinfected, and satisfactory bacteriological sample results received prior to permanent connections being made to the active distribution system. Sanitary construction practices must be followed during the installation of the final connection, so that there is no contamination of the new or existing water main with foreign material or groundwater.
- G. As another optional procedure, the new pipe, fittings and valve(s) required for the connection may be spray-disinfected or swabbed with a minimum 1 percent solution of chlorine just prior to being installed, if the total length of connection from the end of a new main to the existing main is equal to or less than 18 feet. This option must be approved by the City prior to implementation.
- H. As another optional procedure the pipe required for the connection must be set up aboveground, disinfected, and bacteriological samples taken if the total length of connection from the end of a new main to the existing main is greater than 18 feet. After satisfactory bacteriological sample results have been received for this "pre-disinfected" pipe, the pipe can be used in connecting the new main to the active distribution system. Between the time that satisfactory bacteriological sample results are received and the time that the connection piping is installed, the ends of this piping must be sealed with plastic wraps or watertight plugs or caps. This option must be approved by the City prior to implementation.

12.24 COMPACTION TESTS

- A. **GENERAL:**
All soils testing shall be done in accordance with *Section 211-Soils and Aggregate Tests* of the SSPWC, and by a testing laboratory of the City's choice at the Contractor's expense.

B. COMPACTION TESTS:

Where soil material is required to be compacted to a percentage of maximum density, the maximum density shall be determined in accordance with *Section 211-2-Compaction Tests* of the SSPWC. In case the tests of the fill or backfill show non-compliance with the required density, the Contractor shall accomplish such remedy as may be required to insure compliance. **Subsequent testing to show compliance shall be by a testing laboratory selected by the City and shall be at the Contractor's expense.**

12.25 SEPARATION OF WATER MAINS AND SANITARY SEWERS

The criteria for the separation of water mains and sanitary sewers shall be as specified by the *State of California Department of Public Health*. A copy of the criteria is on file in the office of the Engineer.

12.26 PAYMENT

Pipe shall be paid for at the contract price per linear foot or shall be paid for at the unit or lump sum price indicated in the bidding schedule. If no bid item is indicated, then the item shall be considered in the contract price for the work in which it relates.

*****END OF SECTION 12*****

SECTION 13 – STEEL CASING/PIPE SLEEVE**13.01 GENERAL**

Contractor shall provide all tools, equipment, materials, labor and services for furnishing and installing steel casing to the lines, grades and dimensions shown on the Contract Drawings.

13.02 MATERIAL

Furnish steel casing pipe conforming to ASTM A 139/A 139M, Grade B or ASTM A 53, Grade B, that is galvanized on exterior and interior surfaces. The casing shall be of the minimum diameter and thickness indicated in the following tables and shall be furnished complete with welded joint ends.

STEEL CASING I.D.	
Pipe Diameter (in)	Casing I.D. Size (in)
4	10
6	12
8	16
10	18
12	20

Minimum Casing Wall Thickness (in)		
Casing Dia. (in)	Casing Length	
	Up to 150'	Over 150'
6 to 28	1/4	1/4
30 to 38	3/8	3/8
40 to 60	1/2	1/2

Ensure that steel castings are free from pouring faults, sponginess, cracks, blow holes, and other defects in positions affecting their strength and value for the service intended. No sharp, unfilleted angles or corners are allowed.

13.03 INSTALLATION

The casing shall be laid true to grade and line with no bends or changes in grade for the casing's full length. Open ends of sections of pipe casing shall be temporarily closed with suitable bulkheads until installation of the water main.

The water pipe installed in the casing shall be supported as depicted on the Contract Drawings and installed in accordance with the manufacturer's recommendations. After pipe installation, the casing shall be filled with a low density grout.

13.04 PAYMENT

Steel Casing shall be paid for at the contract price per linear foot or shall be paid for at the unit or lump sum price indicated in the bidding schedule. If no bid item is indicated, then the item shall be considered in the contract price for the work in which it relates.

*****END OF SECTION 13*****

SECTION 14 – HIGH PRESSURE RELIEF

14.01 FUNCTION

The valve shall maintain a constant upstream pressure by relieving excess pressure and shall maintain close pressure limits without causing surges. If upstream pressure decreases below the spring setting, the valve shall close.

14.02 MAIN VALVE

The valve shall be hydraulically operated, single diaphragm-actuated, angle pattern. The valve shall consist of three major components: the body with seat installed, the cover with bearings installed, and the diaphragm assembly. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure. Packing glands and/or stuffing boxes are not permitted and there shall be no pistons operating the main valve or pilot controls.

14.03 MAIN VALVE BODY

No separate chambers shall be allowed between the main valve cover and body. Valve body and cover shall be of cast material. Ductile Iron is standard and other materials shall be available. No fabrication or welding shall be used in the manufacturing process.

The valve shall contain a resilient, synthetic rubber disc with a rectangular cross-section contained on three and one-half sides by a disc retainer and forming a tight seal against a single removable seat insert. No O-ring type discs (circular, square, or quad type) shall be permitted as the seating surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the disc firmly in place. The disc retainer shall be of a sturdy one-piece design capable of withstanding opening and closing shocks. It must have straight edge sides and a radius at the top edge to prevent excessive diaphragm wear as the diaphragm flexes across this surface. No hourglass-shaped disc retainers shall be permitted and no V-type or slotted type disc guides shall be used.

The diaphragm assembly containing a non-magnetic 303 stainless steel stem of sufficient diameter to withstand high hydraulic pressures shall be fully guided at both ends by a bearing in the valve cover and an integral bearing in the valve seat. The seat shall be a solid, one-piece design and shall have a minimum of a five-degree taper on the seating surface for a positive, drip-tight shut off. No center guides shall be permitted. The stem shall be drilled and tapped in the cover end to receive and affix such accessories as may be deemed necessary. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve separating operating pressure from line pressure.

The flexible, non-wicking, FDA approved diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The center hole for the main valve stem must be sealed by the vulcanized process or a rubber grommet sealing the center stem

hole from the operating pressure. The diaphragm must withstand a Mullins Burst Test of a minimum of 600 psi per layer of nylon fabric and shall be cycle tested 100,000 times to insure longevity. The diaphragm shall not be used as the seating surface. The diaphragm shall be fully supported in the valve body and cover by machined surfaces which support no less than one-half of the total surface area of the diaphragm in either the fully open or fully closed position.

The main valve seat and the stem bearing in the valve cover shall be removable. The cover bearing and seat shall be threaded into the cover and body. The lower bearing of the valve stem shall be contained concentrically within the seat and shall be exposed to the flow on all sides to avoid deposits. To insure proper alignment of the valve stem, the valve body and cover shall be machined with a locating lip. No "pinned" covers to the valve body shall be permitted. Cover bearing, disc retainer, and seat shall be made of the same material. All necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the valve from the pipeline. Packing glands and/or stuffing boxes shall not be permitted.

14.04 PILOT CONTROL SYSTEM

The pressure relief pilot shall be a direct-acting, adjustable, spring-loaded, diaphragm valve designed to permit flow when controlling pressure exceeds the adjustable spring setting. The pilot control is normally held closed by the force of the compression on the spring above the diaphragm and it opens when the pressure acting on the underside of the diaphragm exceeds the spring setting. Pilot control sensing shall be upstream of the pilot system strainer so accurate control may be maintained if the strainer is partially blocked.

A full range of spring settings shall be available in ranges from 0-450 psi.

14.05 WARRANTY

The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three years from date of shipment provided the valve is installed and used in accordance with all applicable instructions. Electrical components shall have a one-year warranty.

14.06 MATERIAL SPECIFICATIONS

The valve shall be a Cla-Val Model No. **50A-01 B, KC** Pressure Relief Valve as manufactured by Cla-Val, Newport Beach, CA 92659-0325, or as approved by the City of Monterey Park's Public Works Department.

Material Specification for Main Valve

Valve Size: 4 inch
 Main Valve Body and Cover: Ductile Iron
 Main Valve Trim: 303 Stainless Steel
 End Detail: 150 Flanged
 Pressure Rating: 250 psi
 Temperature Range: 180° F
 Rubber Material: Buna N
 Coating: Epoxy
 Desired Options: B, KC

Material Specification for Pilot Control:

Pressure Rating: 250 psi
 Trim: Bronze/SS Seat
 Rubber Material: Buna N
 Tubing and Fittings: Copper/Brass
 Adjustment Range: 20-200 psi
 Operating Fluids: Potable Water
 Desired Options: N/A

***** END OF SECTION 14 *****

SECTION 15 - PAINTING AND PROTECTIVE COATINGS

15.01 GENERAL

- A. The Contractor shall furnish all labor, material and equipment necessary to complete the painting as specified or required. Equipment shall include brushes, spray guns, drop cloths, scraping and sanding equipment, masking material, ladders and any scaffolding that may be required.
- B. Spray painting shall be conducted under controlled conditions and the Contractor shall be fully responsible for any damage occurring from spray painting.
- C. Each coat of paint shall be of the proper consistency and shall be well brushed, rolled or sprayed to obtain a uniform and evenly applied finish. Work shall be free from "runs", "bridges", "shiners" or other imperfections due to faulty intervals. Paint shall not be applied in extreme heat nor in dust or smoke-laden air nor in damp or humid weather. Unless otherwise specified, each coat shall have a minimum drying time of 48 hours before the next coat is applied.
- D. Only good clean brushes and equipment shall be used.

15.02 FERROUS SURFACES NOT BURIED

- A. SURFACE PREPARATION. Deposits of dirt, grease, tar and oil shall be removed and all sharp edges and weld splatter shall be ground smooth. The surface to be painted shall be prepared in accordance with *SSPC-SP-3 (Power Tool Cleaning)* or *SSPC-SP-2 (Hand Tool Cleaning)* to remove all rust, mill scale, paint or other foreign matter. All dust shall be removed from the surface by brush or industrial vacuum.

Galvanized metal surfaces shall be cleaned of all foreign matter and treated with an Engard barrier primer or approved equal then coated in accordance with this Section.

- B. PRIME COATING. The prime coating shall be applied immediately after the surface has been prepared. The surface shall receive one coat of *Devoe Catha-Coat 302H* reinforced zinc (2 mils) or approved equal. The primer shall dry for a minimum time of 24 hours in dry weather before the finish coating is applied.
- C. FINISH COATING. The primed surface shall receive two finish coats of *Devoe Deevthane 379H* polyurethane (5 mils each) or approved equal. The color of the finish coat shall be selected by the Engineer.

15.03 NOT USED**15.04 BURIED MISCELLANEOUS FERROUS SURFACES**

Buried valves and flanged joints, sleeve-type and victaulic couplings and other buried miscellaneous ferrous piping and metal surfaces (excluding any cast iron pipe) shall be thoroughly cleaned and field-coated with a 1/8-inch thick coating of *Scotch-Clad No. 244* as manufactured by *3M*, or approved equal. The coating shall be applied in strict accordance with the manufacturer's recommendations.

*****END OF SECTION 15*****

SECTION 16 - STORM WATER BEST MANAGEMENT PRACTICES

16.01 GENERAL

In the Los Angeles area, more than 100 million gallons of polluted urban runoff water enter our rivers and ocean, each day. This runoff water can also carry a huge load of sediment. Sediment can clog storm drains and silt up harbors and bays, costing millions of dollars each year in maintenance and dredging costs.

In compliance with the Los Angeles County *NPDES (National Pollutant Discharge Elimination System)* Permit, the City of Monterey Park is committing its best effort to help save our oceans and keep our drinking water safe for future generations. While completing your City of Monterey Park contract work, you are responsible for implementing the general *Storm Water Best Management Practice for Water Line Construction, Repair and Cleaning Work*, outlined per the permit by the *American Water Works Association*, to comply with *NPDES* mandated requirements and protect our waterways.

16.02 DISCHARGE OF WATER FROM EXCAVATION

If, at any time during your work, water must be pumped from an excavation, the pump discharge hose end must be covered with a burlap bag or other effective screening material, to collect dirt and debris and prevent it from entering the street gutters and/or the storm drains. In addition, it may be necessary to use sandbags to divert sediment laden waters away from storm drain and to create settlement areas, preventing significant amounts of sediment and debris from entering the storm drains. Dispose of this sediment in a way appropriate to its composition: if it is clean silt, it may be used as backfill in the excavation. However, if it is contaminated with substances containing chemicals which could harm the environment, it must be treated as a hazardous material and disposed of in an appropriately safe manner.

16.03 DECHLORINATION DURING FLUSHING OF MAINS

Flushed waters that have been super chlorinated to disinfect water mains, following construction, repair or physical cleaning, shall be adequately dechlorinated, prior to discharge into the street gutter and/or storm drain system or may be discharged directly into the sanitary sewer (with proper authorization) or into a tank truck.

*****END OF SECTION 16*****

SECTION 17 - NPDES REQUIREMENTS

17.01 WASTE DISCHARGE REQUIREMENTS FOR DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY

- A. The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the *U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124*, the *Porter-Cologne Act (California Water Code)*, the *Waste Discharge Requirements for Municipal Storm Water Discharges* within the County of Los Angeles and the *City of Monterey Park Municipal Code*. Copies of suitable Best Management Practices (BMPs) from the California Storm Water Best Management Practice Handbook (*CSWBMP*) for Construction Activities are appended at the end of these Technical Specifications for easy reference.
- B. Saw Cutting:
Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains and sewer manholes are to be barricaded or covered to contain slurry during saw cutting operations. Refer to *BMP CA2* in the *CSWBMP* Handbook or the appended material in these Technical Specifications for more information.
- C. Concrete Truck Washout:
Washout of concrete trucks will not be allowed in the gutters, paved street or catch basins. Washout on the subgrade will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain or sewer manhole. Refer to *BMP CA23* in the *CSWBMP* Handbook or the appended material in these Technical Specifications for more information.

END OF SECTION 17

SECTION 18-PIPE BURSTING OF PRESSURE MAINS

GENERAL

18.01 WORK INCLUDED

- A. This Section specifies the system, method, or process to include all labor, materials, tools, equipment, and incidentals necessary to provide for the complete replacement of deteriorated transmission mains by the pipe bursting system.
- B. Pipe bursting is the construction technique of replacing an existing, underground conduit system in-situ by simultaneously "bursting" the existing conduit and installing a new conduit in its place. The hydraulic method of pipe bursting, also known as the static pull method, shall be used.

18.02 QUALITY ASSURANCE

- A. The Contractor shall provide qualifications to the City as evidence of competency and authority to perform pressure main pipe bursting. The qualifications shall minimally include the following:
 - 1. Pipe Bursting Certification: The Contractor shall be trained by the pipe bursting equipment manufacturer in the use of the equipment.
 - 2. Thermal Fusion Training: The Contractor shall be trained by the thermal fusion equipment manufacturer in the use of the equipment for thermal butt fusion of high-density polyethylene (HDPE) pipe.
 - 3. Underground Utility License: The Contractor shall be licensed by the State of Florida as a Certified Underground Utility Contractor.

18.03 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with the General Conditions and specifications "Submittals."

PRODUCTS

18.04 GENERAL

- A. All material supplied shall be approved by the City prior to purchase.

18.05 MATERIALS

All materials shall be new and unused.

- A. General

HDPE resin shall be PE3408 resin characterized by ASTM D3350, NSF listed, and characterized by ASTM D3350.

B. Pipe

1. Materials used for the manufacture of HDPE pipe and fittings shall comply with all requirements of ASTM D1248 and Plastic Pipe Institute (PPI) designation PE3408. Manufacturer shall be a member in good standing of the Plastic Pipe Institute. HDPE pipe and fittings shall comply or exceed AWWA Standards C901/C906, ASTM D2513, ASTM D3035, and ASTM F714. The manufacturer shall supply a letter of certification stating compliance to all the above standards prior to shipping any material to project site. The HDPE material shall have required ultraviolet inhibitors to resist degradation by direct and prolonged sunlight. The design of HDPE materials shall be based on the hydrostatic design basis (HDB) of 1,600-psi at 73.4°F. Pipe shall be designed and produced to ductile iron outside diameter standards and to a maximum dimension ratio of 11.
2. HDPE pipe for water/wastewater shall be easily identifiable with a minimum of one blue/green stripe integrally extruded longitudinally in the exterior of the pipe wall. HDPE pipe shall be in nominal lengths of not less than 20-feet; coils or 40-foot lengths are acceptable.

C. Fittings

1. Fittings shall be molded HDPE meeting ANSI/AWWA C906 latest revision to at least the same pressure-rating as the pipe. All fabricated HDPE fittings shall be manufactured to a minimum thickness of DR 13.5. Ductile iron pipe fittings with mechanical joint adapters may be used when required for special connections but must be supplied by a pre-approved manufacturer. HDPE transition fittings, adapters, and service fittings shall be electro fusion type. Manufacturers of the electro fusion coupling and fittings shall be an ISO 9001 certified company with product having Canada Standards Association (CSA) certification.

EXECUTION

18.06 INSTALLATION

- A. No materials shall be dumped, dropped, pushed, or rolled into a trench. Pipe may be pulled longitudinally into the trench after fusion of the pipeline. Pulling of the main shall be accomplished by mechanical action during pipe bursting operations.
- B. HDPE pipe installation shall follow the methods described in the "Plastic Pipe Institute Handbook" most current revision.

18.07 JOINING AND CUTTING

- A. Before joining, and before any special surface preparation, surfaces must be clean and dry. General dust and light soil may be removed by wiping the surfaces with clean, dry, lint-free cloths. Heavier soil may be washed or scrubbed off with soap and water followed by thorough rinsing with clean water and drying with dry, clean, lint-free cloths.
- B. Joining methods for plain end pipe require square-cut ends. Pipe cutting shall be accomplished with guillotine shears, run around cutters, or saws.
- C. Except for self-tapping saddle tees, hole-cutting shall be required for field installed side-outlet fittings. Polyethylene pipe hole-saws shall be used.
- D. Heat fusion joining is the process where mating surfaces are prepared for joining, heated until molten, joined together, and cooled under pressure. All fusion procedures require appropriate surface preparation tools, alignment tools, and temperature controlled heating irons with properly shaped, non-stick heater faces. An open flame cannot be used for heating. During joining, all heat fusion procedures require the mating components to be moved several inches apart to accommodate surface preparation and surface heating tools. All fusions shall be constructed in strict accordance with pipe and fitting manufacturers' recommendations.
 1. Socket fusion shall be used with 1/2-inch through 4-inch pipe and fittings.
 2. Saddle fusion outlets may be used on 8-inch and smaller outlets applied to 12-inch and smaller mains. Larger outlets and pipe sizes shall be factory fabricated.
 3. Butt fusion joints shall be field constructed between pipe and fittings. Fusion may occur in the trench.
 4. Electro fusion is a heat fusion process where a coupling or saddle fitting contains an integral heating source. After surface preparation, the fitting is installed on the pipe, and the heating source is energized. During heating, the fitting and pipe materials melt, expand, and fuse together. Heating and cooling cycles are automatically controlled.

PIPE BURSTING

18.07 Installation

1. Installation of the main shall be accomplished by pipe bursting. Prior to commencement of the construction, the Contractor shall submit to the City a pipe bursting plan which shall minimally include pit locations, schedule, service line replacement method, bursting distances and directions, and service outage schedule.
2. Pipe bursting shall be accomplished using the hydraulic method. In general, the bursting operation shall be as follows;
 - a. Post notices of service interruption and outages as indicated in the pipe bursting plan.
 - b. Isolate the existing system.
 - c. Excavate launch, bursting, and service pits as indicated in the pipe bursting plan.
 - d. Construct replacement service lines.

- e. Set up the bursting equipment in the bursting pit and insert the bursting rods through the host pipe.
- f. Hydraulically burst the existing main.
- g. Install new service connection fittings and connect new service lines.
- h. Flush the new main then connect the new main to the existing system; and
- i. Continue this series of operations to complete the full scope of bursting.

B. Launching and Bursting Pits

1. Pits shall be strategically located along the alignment of the pipe to be burst to minimize the quantity of pits. The Contractor shall prepare a pit location schematic illustrating the planned pit locations and schedule for pit excavation, backfilling, and restoration. The duration that pits are open shall be kept to a minimum. Pit locations shall consider locations of existing and proposed valves, fittings, services, and isolating sections of the existing system to minimize service interruption.

C. Service Pits

Pits shall be required to install service connection fittings and reconnect services to the newly installed pipe.

D. Service Line Replacement

The pipe bursting plan shall include the schedule for replacing service lines and method for replacing lines (bursting existing service lines and/or "moling" new service lines).

E. Bursting Distances and Directions

The Contractor shall include in the pipe bursting plan distances and directions of the bursts to be performed.

END OF SECTION

PUBLIC WORKS CONTRACT
BETWEEN
THE CITY OF MONTEREY PARK
AND

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

1. WORK.

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

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

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within 60 working days (the "Contract Time.")
- B. The Contract Time will commence when the City issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The City gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. DISPUTES. Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.**5. THIRD PARTY CLAIMS.** In accordance with Public Contracts Code § 9201, the City will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than ten (10) business days after the City receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the City against any third-party claim.**6. TAXPAYER IDENTIFICATION NUMBER.** The Contractor will provide the City with a Taxpayer Identification Number.**7. PERMITS AND LICENSES.** Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.**8. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the City's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the City upon the City's written notice.**9. INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold the City harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the City, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. **INDEPENDENT CONTRACTOR.** The City and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the City. The Contractor is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the City provides for its employees. Any provision in this Contract that may appear to give the City the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the City as to end results of the work only.
11. **AUDIT OF RECORDS.** The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The City will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three (3) years after termination or final payment under the Contract Documents.
12. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The City

City of Monterey Park

Attn: _____

320 West Newmark Avenue

Monterey Park, CA 91754

The Contractor

Attn: _____

Any such written communications by mail will be conclusively deemed to have been received by the addressee three (3) days after deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13. **NO THIRD PARTY BENEFICIARY.** This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
14. **INTERPRETATION.** This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

15. **EFFECT OF CONFLICT.** In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:
 - A. This Contract;
 - B. The Standard Specifications; and
 - C. Precedence of documents as determined in the Standard Specifications.
16. **SEVERABILITY.** If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.
17. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The City's city manager, or designee, may execute any such amendment on the City's behalf.
18. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
19. **COVENANTS AND CONDITIONS.** The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.
20. **CAPTIONS.** The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.
21. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Contract Documents.

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

CITY OF MONTEREY PARK

INSERT AUTHORIZED NAME

City Manager

INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID NUMBER

ATTEST:

VINCENT D. CHANG

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

MARK HENSLEY

City Attorney

FAITHFUL PERFORMANCE BOND

Bond No.: _____

Bond Fee: _____

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

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, **SPECIFICATIONS NO. 868**, and the public works contract executed with such Specifications. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 868**, a copy of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division. CITY has estimated the required amount of the bond as shown above.
2. PRINCIPAL's work on the Public Project will be done in accordance with
3. CITY's plans and specifications and with any permit issued by CITY. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
4. PRINCIPAL will guarantee its work against any defective work, labor, or materials on the Public Project for a period of one (1) year following the Public Project's completion and acceptance by CITY.
5. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code ("ESMC").
6. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. _____** or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.

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

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

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

PAYMENT BOND

Bond No.: _____

Bond Fee: _____

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

This bond is conditioned upon and guarantees payment by PRINCIPAL to contractors, subcontractors, and persons renting equipment; payment by PRINCIPAL and all PRINCIPAL'S subcontractors for all materials, provisions, provender, or other supplies, and equipment used in, upon, for or about the performance of the work contemplated in _____, **SPECIFICATIONS NO. 868**, "Public Project"), the public works contract executed for such Public Project, and for all work or labor of any kind performed for the Public Project. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements identified in **SPECIFICATIONS NO. 868**, and the public works contract executed for such Specifications, copies of which is on file with CITY's Engineering Division ("Public Project"). Such performance will be in accordance with CITY's plans and profiles which are made a part of this bond when said plans and profiles are approved by the City Council and filed with CITY's Engineering Division.
2. PRINCIPAL will pay all contractors, subcontractors, and persons renting equipment.
3. PRINCIPAL will pay for all materials and other supplies, for equipment used in, on, for or about the performance of the Public Project, and will pay for all work and labor thereon.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Monterey Park Municipal Code ("ESMC").
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of **SPECIFICATIONS NO. 868**, or of the obligation to be performed will in any way affect its obligation on this bond, and it waives notice of any such change, extension of time, alteration or modification of the contract documents or of the obligation to be performed.
6. This bond consists of this instrument; the plans and specifications identified above; and the following TWO (2) attached exhibits all of which are incorporated herein by reference:

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

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

PRINCIPAL's PRESIDENT

SURETY's PRESIDENT

PRINCIPAL's SECRETARY

SURETY's SECRETARY

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

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

--END OF SECTION--

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

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

1. RECITALS. This Agreement is made with reference to the following facts and objectives:
 - A. On or about _____, CITY and CONTRACTOR entered into a public works contract (Specifications No. _____) for ("Contract").
 - B. The Contract allows CITY to withhold a portion of the monies due to CONTRACTOR to help ensure CONTRACTOR's performance of the Contract.
 - C. The Contract, in accordance with Public Contracts Code ("PCC") § 22300, allows CONTRACTOR to substitute securities for the retention amount or establish an escrow account for monies withheld by CITY.
2. SECURITY DEPOSITS IN LIEU OF RETENTION. In accordance with PCC § 22300, CONTRACTOR may
 - A. Deposit securities with AGENT as a substitute for retention earnings required to be withheld by CITY pursuant to the Contract. When CONTRACTOR deposits the securities as a substitute for Contract earnings, AGENT will notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution will be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Such amount is calculated to be (\$). Securities will be held in the name of the City of Monterey Park, and will designate the CONTRACTOR as the beneficial owner of such securities; or
 - B. Upon written notice, request CITY to make payments of the retention earnings directly to AGENT.
3. PROGRESS PAYMENTS; SECURITIES. CITY will make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the AGENT holds securities in the form and amount specified above.
4. RETENTION EARNINGS; ESCROW ACCOUNT. When CITY makes payment of retention earnings directly to AGENT, AGENT will hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties will be equally applicable and binding when CITY pays AGENT directly.
5. CONTRACTOR'S EXPENSE. CONTRACTOR will be responsible for paying all fees for the expenses incurred by AGENT in administering the Escrow Account and all of CITY's expenses. These expenses and payment terms will be determined by CITY, CONTRACTOR, and AGENT.

6. INTEREST; SECURITIES. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest will be for the sole account of CONTRACTOR and will be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.
7. INTEREST; ESCROW ACCOUNT. CONTRACTOR will have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to AGENT accompanied by written authorization from CITY to AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.
8. DEFAULT BY CONTRACTOR; SECURITIES. CITY will have a right to draw upon the securities in the event of CONTRACTOR's default of the Contract. Upon seven (7) days' written notice to AGENT from CITY of the default, AGENT will immediately convert the securities to cash and will distribute the cash as instructed by CITY.
9. RELEASE OF ESCROW. After receiving a copy of the recorded Notice of Completion from CITY, and not earlier than the first working day following 35 days after the Notice of Completion was recorded, AGENT will release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow will be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
10. NOTIFICATIONS TO AGENT; HOLD HARMLESS. AGENT will rely on the written notifications from CITY and CONTRACTOR pursuant to this Agreement and CITY and CONTRACTOR will hold AGENT harmless from AGENT's release and disbursement of the securities and interest as set forth above.
11. RESPONSIBLE PERSONS. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

For CITY:	Facsimile:
For CONTRACTOR:	Facsimile:
For AGENT:	Facsimile:
12. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
14. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

15. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
16. **ACCEPTANCE OF FACSIMILE SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
17. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date. At the time the Escrow Account is opened, CITY and CONTRACTOR will deliver to the AGENT a fully executed counterpart of this Agreement.

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

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

CITY OF MONTEREY PARK

RON BOW

City Manager

INSERT AUTHORIZED NAME

INSERT TITLE

Taxpayer ID No. INSERT TAX PAYER ID NUMBER

ATTEST:

VINCENT D. CHANG

City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

MARK HENSLEY

City Attorney

--END OF SECTION--

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

CITY OF MONTEREY PARK, Engineering Division	(626) 307-1320 Rey Alfonso
CITY OF MONTEREY PARK, Water Division	(626) 307-1295 Frank Heldman
SOUTHERN CALIFORNIA EDISON COMPANY	(323) 720-5260 Roy Liu
SOUTHERN CALIFORNIA GAS COMPANY	(714) 634-3183 Peggy Li
AT&T	(626) 817-4252 Terrance Little
CHARTER CABLE TELEVISION	(626) 807-3263 Rodney Graf
UNDERGROUND SERVICE ALERT (USA)	811

--END OF SECTION--

4'-0"

4'-0"

1.5"

1.5"

2"

2"

1.5"

2"

1.5"

2"

1.5"

1.5"

1.5"

1.5"

1.5"

1.5"

1.5"

7.5"

1.5"

1.5"

1.5"

1.5"

1.5"

4"

This Public Improvement
is being Constructed By:

CITY
OF
MONTEREY PARK

MAYOR: MITCHELL ING
MAYOR PRO-TERM: TERESA REAL SEBASTIAN
COUNCIL MEMBERS: STEPHEN LAM
HANS LIANG
PETER CHAN

CONTRACTOR: [NAME]
[BUSINESS ADDRESS]
[BUSINESS PHONE]
EMERGENCY PHONE NUMBER]

--END OF SECTION--

LIMITED GEOTECHNICAL EVALUATION



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

May 5, 2016

Project No. 11286.001

WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, California 91730

Attention: Mr. Kelley Needham

**Subject: Limited Geotechnical Evaluation for Pavement Recommendation,
Monterey Park Fire Station 61 (Fire Headquarters), 350 West
Newmark Avenue, Monterey Park, California**

Leighton Consulting, Inc. (Leighton) is pleased to present this limited geotechnical evaluation report for pavement recommendations for Monterey Park Fire Station 61 (Fire Headquarters), located at 350 West Newmark Avenue in the City of Monterey Park, California. The purpose of this study has been to provide a limited evaluation of the geotechnical conditions at the site with respect to the proposed pavement reconstruction and to provide preliminary geotechnical recommendations for the design and construction of the proposed pavement.

SITE DESCRIPTION AND PROPOSED IMPROVEMENTS

The site is located at the intersection of Newmark Avenue and McPherrin Avenue in the City of Monterey Park. It is currently occupied by an existing fire station. The site is surrounded by single-family residential development to the north and west, a park (consisting of tennis courts, a pool area, an amphitheater, softball field, and public green space) to the south, and the Monterey Park City Hall to the east. The site and surroundings are relatively flat, with elevations ranging from approximately 370 to 373 feet above mean sea level and consists of a slight drain to the south.

We understand that the City of Monterey Park proposes to replace the concrete and asphalt paving around the existing fire station.

SCOPE OF INVESTIGATION

The scope of our study has included the following tasks:

- **Utility Coordination:** We coordinated with Monterey Park Fire Department representatives and contacted Underground Service Alert (USA) to have underground utilities located and marked prior to excavating for our subsurface investigation.
- **Field Exploration:** Our field investigation included excavating two hand auger borings (LB-1 and LB-2) at representative locations in the areas of the proposed improvements. The borings were drilled to a depth of approximately 5 feet below the existing ground surface. Encountered earth materials were logged in the field by our staff engineer and described in accordance with the Unified Soil Classification System (ASTM D 2488). Samples were obtained at selected intervals within these borings and sent to our laboratory for testing. The borings were backfilled with the soil cuttings. Since the borings were drilled through the existing asphalt paving, asphalt cold patch was placed at the top of both borings. Logs of the geotechnical borings are presented in Appendix A. The boring locations are shown on the accompanying *Boring Location Map*, Figure 2.
- **Geotechnical Laboratory Testing:** Geotechnical laboratory tests were conducted on selected samples obtained during our field investigation. Laboratory tests conducted during this investigation include:
 - In situ moisture content
 - Atterberg Limits
 - Sieve Analysis

The in situ moisture content test result is shown on the boring logs in Appendix A. The other laboratory test results are presented in Appendix B.

- **Engineering Analysis:** Data obtained from our background review, field exploration and geotechnical laboratory testing was evaluated and analyzed to develop geotechnical conclusions and provide preliminary recommendations presented in this report.

- Report Preparation: Results of our limited geotechnical evaluation have been summarized in this report, presenting our findings, conclusions, and preliminary geotechnical recommendations for design and construction of the proposed pavement.

SUBSURFACE SOIL CONDITIONS

The subsurface soils encountered in the borings drilled for this study indicate that the shallow subsurface soils consists of lean, moist clay with some coarse sand. The in situ moisture test resulted in an in situ moisture of 13 percent. The measured thickness of the existing asphalt and aggregate base were approximately 5 inches and 7 inches, respectively. More detailed descriptions of the subsurface soil are presented on the boring logs.

GROUNDWATER

Groundwater was not encountered during our field exploration. According to groundwater information obtained through the California Geological Survey (CGS, 1998) in the vicinity of the site, historically shallowest groundwater depth is on the order of approximately 100 feet below the ground surface. Based on this, groundwater has historically been deep, and shallow groundwater is not expected at the site. However, seasonal fluctuations in groundwater conditions should be anticipated over time. Localized perched groundwater conditions or surface seepage may develop during and following the rainy season and as a result of landscape irrigation.

PAVEMENT RECOMMENDATIONS

Based on the design procedures outlined in the current Caltrans Highway Design Manual, and using a design R-value of 40, the following table presents recommended pavement sections for the Traffic Indices indicated.

Recommend Asphalt Pavement Section Thickness		
Traffic Index	Asphaltic Concrete (AC) Thickness (inches)	Class 2 Aggregate Base Thickness (inches)
5 or less	3	4
7 (truck access)	4	8

In areas where rigid concrete pavement is planned and trucks may drive on this pavement, we recommend 7.5 inches of Portland Cement Concrete (PCC) with a 28-day compressive strength of 4,000 psi over 4 inches of aggregate base placed on prepared subgrade soil (refer to below for subgrade soil preparation). Reinforcement should be specified by the structural engineer, but should be a minimum of #3 rebar at 18 inches on center each way. The PCC pavement sections should be provided with crack-control joints spaced no more than 13 feet on center each way. If sawcuts are used, they should have a minimum depth of $\frac{1}{4}$ of the slab thickness and made within 24 hours of concrete placement. We recommend that sections be as nearly square as possible.

PCC sidewalks should be at least 4 inches thick over prepared subgrade soil, with construction joints no more than 8 feet on center each way, with sections as nearly as square as possible. Use of reinforcing will help reduce severity of cracking.

Crushed miscellaneous base is acceptable to use for aggregate base, provided it meets Caltrans specifications for Class 2 aggregate base or Greenbook specifications for crushed miscellaneous base.

All pavement construction should be performed in accordance with the Standard Specifications for Public Works Construction. Field inspection and periodic testing, as needed during placement of the base course materials, should be undertaken to ensure that the requirements of the standard specifications are fulfilled.

Prior to placement of aggregate base, the subgrade soil should be processed to a minimum depth of 6 inches, moisture-conditioned as necessary to at least optimum moisture content and recompacted to a minimum of 90 percent relative compaction. Class 2 aggregate base should then be moisture conditioned, as necessary, and

compacted to a minimum of 95 percent relative compaction. Relative compaction should be determined in accordance with ASTM Test Method D1557.

We appreciate the opportunity to work with you on the development of this project. If you have any questions regarding this report, please call us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jason D. Hertzberg, GE 2711
Principal Engineer



BPT/JDH/PB

Attachments: Figure 1 - Site Location Map
 Figure 2 - Boring Location Map
 Appendix A - Geotechnical Boring Logs
 Appendix B - Laboratory Geotechnical Test Results

APPENDIX A

GEOTECHNICAL BORING LOGS



Leighton

GEOTECHNICAL BORING LOG LB-1

Project No.	11286.001	Date Drilled	3-18-16
Project	Monterey Park Station 61 Limited Geo Investigation	Logged By	BPT
Drilling Co.	Leighton Consulting, Inc.	Hole Diameter	4.5"
Drilling Method	Hand Auger	Ground Elevation	370'
Location	South Side of Station (see Figure 2)	Sampled By	BPT

Elevation Feet	Depth Feet	Graphic Log	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
370	0	N S							<i>This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.</i> @Surface: Asphalt Parking Lot; 5" AC over 7.5" of base	
							13	CL	@1-2': CLAY with sand and trace gravel, very stiff, dark brown, moist, coarse sand, low plasticity, 1" maximum gravel size; 2% gravel, 27% sand, and 71% fines, Plasticity Index of 11 and Liquid Limit of 23	SA, AL
								CL	@2-3': CLAY with trace fine gravel, very stiff, dark brown to brown, moist, low plasticity	
								CL	@3-4': CLAY with sand, very stiff, brown, slightly moist, no to low plasticity	
								CL	@4-5': CLAY, same as above	
365	5									
									Total depth of 5' No groundwater encountered Boring backfilled with soil cuttings Asphalt patch at the top	
360	10									

SAMPLE TYPES:

B BULK SAMPLE
C CORE SAMPLE
G GRAB SAMPLE
R RING SAMPLE
S SPLIT SPOON SAMPLE
T TUBE SAMPLE

TYPE OF TESTS:

-200 % FINES PASSING
AL ATTERBERG LIMITS
CN CONSOLIDATION
CO COLLAPSE
CR CORROSION
CU UNDRAINED TRIAXIAL

DS DIRECT SHEAR
EI EXPANSION INDEX
H HYDROMETER
MD MAXIMUM DENSITY
PP POCKET PENETROMETER
RV R VALUE

SA SIEVE ANALYSIS
SE SAND EQUIVALENT
SG SPECIFIC GRAVITY
UC UNCONFINED COMPRESSIVE STRENGTH

***** This log is a part of a report by Leighton and should not be used as a stand-alone document. *****

Page 1 of 1

GEOTECHNICAL BORING LOG LB-2

Project No.	11286.001	Date Drilled	3-18-16
Project	Monterey Park Station 61 Limited Geo Investigation	Logged By	BPT
Drilling Co.	Leighton Consulting, Inc.	Hole Diameter	4.5"
Drilling Method	Hand Auger	Ground Elevation	371'
Location	East Side of Station (see Figure 2)	Sampled By	BPT

Elevation Feet	Depth Feet	Graphic Log	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCRIPTION	Type of Tests
		N S							<i>This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.</i>	
370	0								@Surface: Asphalt Parking Lot; 5" AC over 7" base	
								CL	@1-2': CLAY with trace gravel, dark brown to moist, no to low plasticity, 1" maximum gravel size	
								CL	@2-3': CLAY with sand and trace fine gravel, brown to moist, no to low plasticity	
								CL	@3-4': CLAY, same as above	
								CL	@4-5': CLAY with some gravel and sand, brown to moist, no to low plasticity, 1.5" maximum gravel size	
365	5									
									Total depth of 5' No groundwater encountered Boring backfilled with soil cuttings Asphalt patch on the top	
10										

SAMPLE TYPES:

B BULK SAMPLE
 C CORE SAMPLE
 G GRAB SAMPLE
 R RING SAMPLE
 S SPLIT SPOON SAMPLE
 T TUBE SAMPLE

TYPE OF TESTS:

-200 % FINES PASSING
 AL ATTERBERG LIMITS
 CN CONSOLIDATION
 CO COLLAPSE
 CR CORROSION
 CU UNDRAINED TRIAXIAL

DS DIRECT SHEAR
 EI EXPANSION INDEX
 H HYDROMETER
 MD MAXIMUM DENSITY
 PP POCKET PENETROMETER
 RV R VALUE

SA SIEVE ANALYSIS
 SE SAND EQUIVALENT
 SG SPECIFIC GRAVITY
 UC UNCONFINED COMPRESSIVE STRENGTH



*** This log is a part of a report by Leighton and should not be used as a stand-alone document. ***

Page 1 of 1

APPENDIX B

LABORATORY GEOTECHNICAL TEST RESULTS



ATTERBERG LIMITS

ASTM D 4318

Project Name: Monterey Park Fire Station No. 61

Tested By: A. Santos

Date: 04/08/16

Project No. : 11286.001

Input By: J. Ward

Date: 04/12/16

Boring No.: LB-1

Checked By: J. Ward

Sample No.: S-1

Depth (ft.) 1-2

Soil Identification: Brown lean clay with sand (CL)s

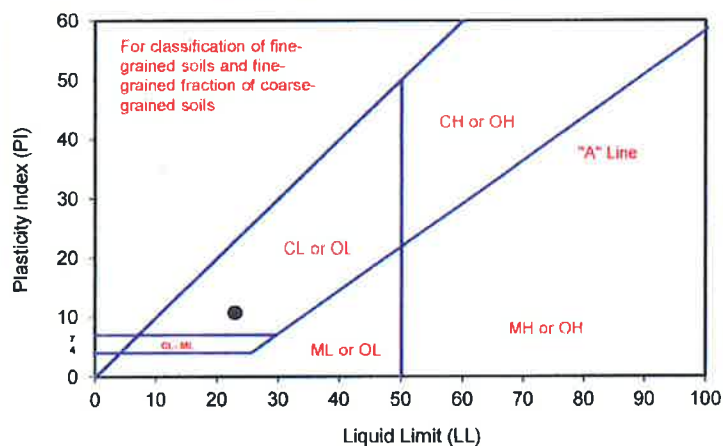
TEST NO.	PLASTIC LIMIT		LIQUID LIMIT			
	1	2	1	2	3	4
Number of Blows [N]			30	25	20	
Wet Wt. of Soil + Cont. (g)	9.11	9.96	22.52	22.27	22.79	
Dry Wt. of Soil + Cont. (g)	8.23	8.98	18.65	18.37	18.68	
Wt. of Container (g)	1.06	1.01	1.06	1.01	1.02	
Moisture Content (%) [W _n]	12.27	12.30	22.00	22.47	23.27	

Liquid Limit	23
Plastic Limit	12
Plasticity Index	11
Classification	CL

$$\text{PI at "A" - Line} = 0.73(\text{LL-20}) \quad 2.19$$

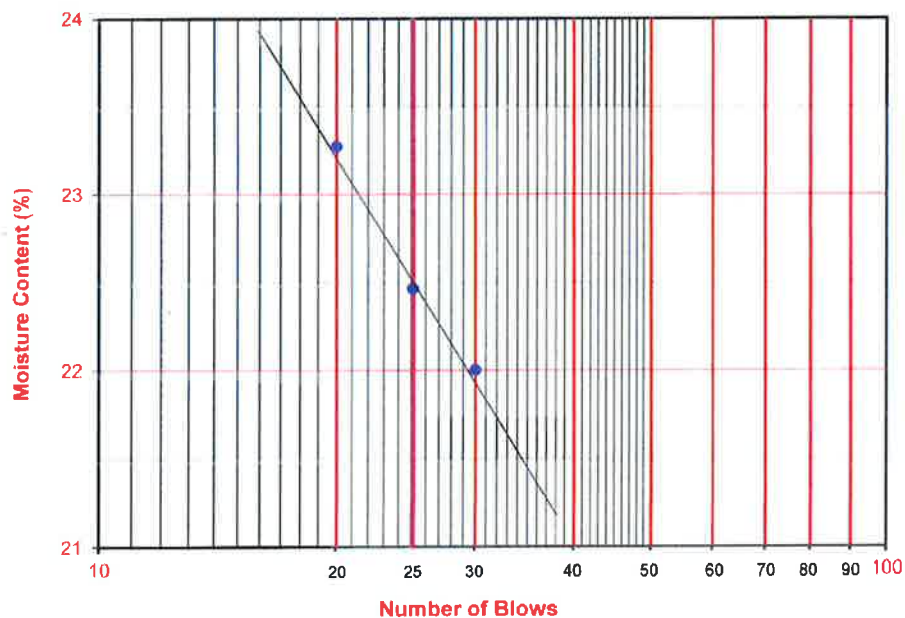
One - Point Liquid Limit Calculation

$$LL = Wn(N/25)^{0.121}$$



PROCEDURES USED

- ☐ Wet Preparation
Multipoint - Wet
- ☒ Dry Preparation
Multipoint - Dry
- ☒ Procedure A
Multipoint Test
- ☐ Procedure B
One-point Test





Leighton

**PARTICLE-SIZE DISTRIBUTION (GRADATION)
of SOILS USING SIEVE ANALYSIS
ASTM D 6913**

Project Name: Monterey Park Fire Station No. 61Tested By: A. Santos Date: 04/08/16Project No.: 11286.001Checked By: J. Ward Date: 04/12/16Boring No.: LB-1Depth (feet): 1-2Sample No.: S-1Soil Identification: Brown lean clay with sand (CL)s

Container No.:	BT1	Moisture Content of Total Air - Dry Soil	
		Wt. of Air-Dry Soil + Cont. (g)	0.00
Wt. of Air-Dried Soil + Cont.(g)	923.7	Wt. of Dry Soil + Cont. (g)	0.00
Wt. of Container (g)	231.3	Wt. of Container No. _____ (g)	1.00
Dry Wt. of Soil (g)	692.4	Moisture Content (%)	0.00

After Wet Sieve	Container No.	BT1
	Wt. of Dry Soil + Container (g)	430.8
	Wt. of Container (g)	231.3
	Dry Wt. of Soil Retained on # 200 Sieve (g)	199.5

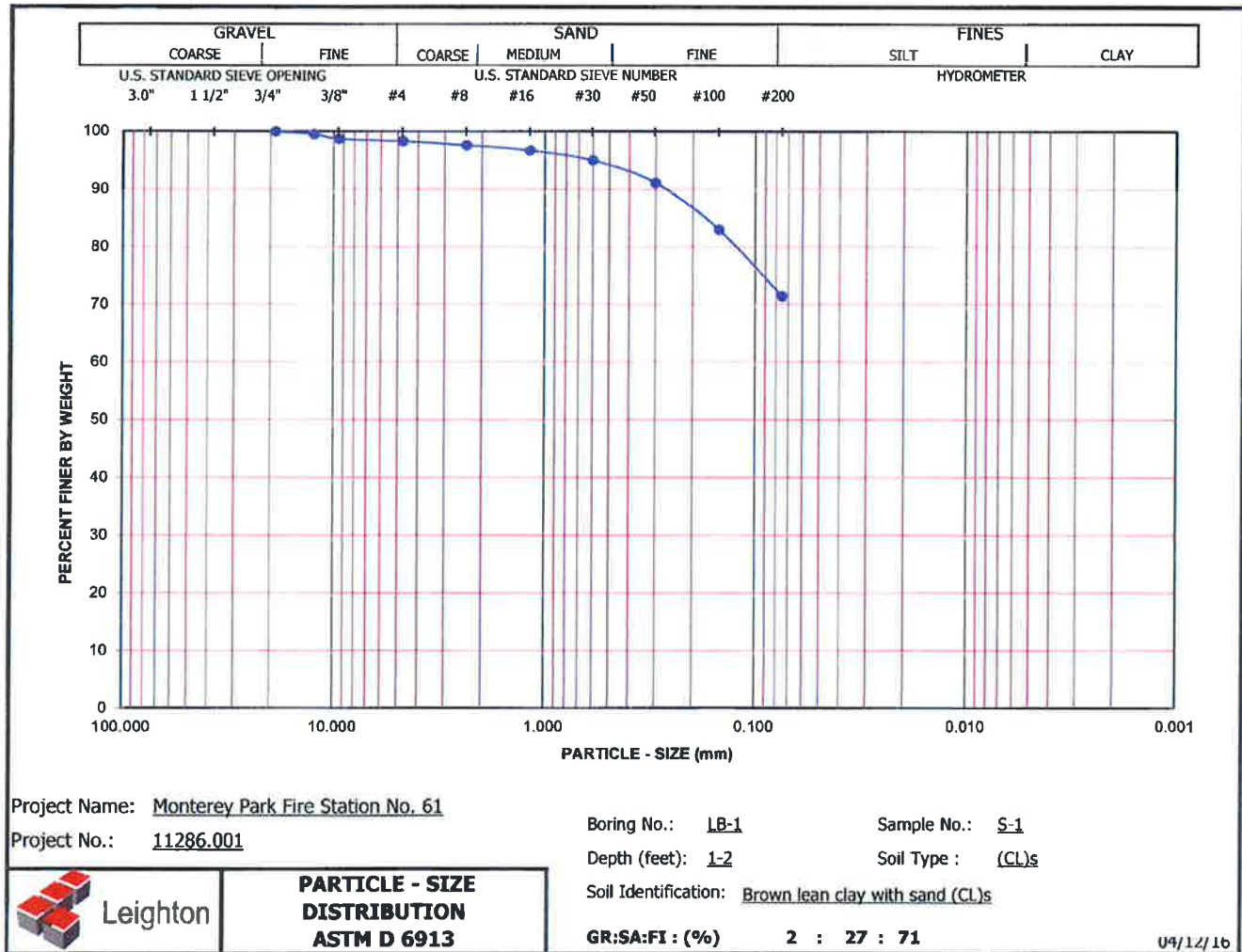
U. S. Sieve Size		Cumulative Weight Dry Soil Retained (g)	Percent Passing (%)
(in.)	(mm.)		
3"	75.0		
1 1/2"	37.5		
3/4"	19.0	0.0	100.0
1/2"	12.5	3.7	99.5
3/8"	9.5	9.2	98.7
#4	4.75	11.9	98.3
#8	2.36	16.7	97.6
#16	1.18	23.1	96.7
#30	0.600	34.6	95.0
#50	0.300	61.4	91.1
#100	0.150	117.4	83.0
#200	0.075	198.2	71.4
PAN			

GRAVEL: **2 %**SAND: **27 %**FINES: **71 %**GROUP SYMBOL: **(CL)s**

Cu = D60/D10 = _____

Cc = (D30)²/(D60*D10) = _____

Remarks: _____



SA LB-1, S-1 @ 1-2



City Council Staff Report

DATE: April 19, 2017

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

TO: Honorable Mayor and Members of the City Council
FROM: Michael A. Huntley, Community and Economic Development Director
SUBJECT: Establishment of an Appeals Board

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting the attached Resolution establishing an Appeals Board, and
2. Taking such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Monterey Park Municipal Code ("MPMC") §§ 16.01.010 and 16.01.040 incorporate the administrative provisions of the California Building Codes. These provisions are specifically intended to establish the administrative practices for administering and enforcing the building and safety codes. In November of 2016, the City Council approved the most recent editions of the California Building Codes ("CBC") which went into effect on January 1, 2017.

As staff reviewed the administrative provisions of the code, it was determined that an Appeals Board needed to be established as identified in these provisions. The Appeals Board would be authorized to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the CBC and MPMC. The easiest means of accomplishing this would be to designate the Planning Commission as the Appeals Board. As such, it is staff's recommendation that the City Council approve the attached resolution establishing the Planning Commission as the Appeals Board.

Prepared by:



Michael Huntley,
Director of Community and Economic Development

Approved by:



Ron Bow,
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

1. City Council Resolution – Appeals Board

ATTACHMENT 1

City Council Resolution – Appeals Board

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING AN APPEALS BOARD PURSUANT TO CALIFORNIA BUILDING CODE §§ 1.8.8.1 AND 112.1, AS ADOPTED BY MONTEREY PARK MUNICIPAL CODE §§ 16.01.010 AND 16.01.040.

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

SECTION 1: Appeals Board. Pursuant to California Building Code ("CBC") §§ 1.8.8.1 and 112.1, as adopted by Monterey Park Municipal Code ("MPMC") §§ 16.01.010 and 16.01.040, the City Council appoints the Planning Commission as the Appeals Board. Pursuant to the CBC, the Appeals Board is authorized to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of the CBC and MPMC. Unless otherwise required by the CBC, the Appeals Board is subject to MPMC Chapter 2.82.

SECTION 2: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

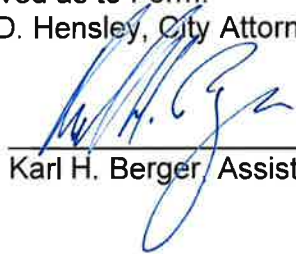
PASSED AND ADOPTED this _____ day of _____, 20____

Teresa Real Sebastian, Mayor

ATTEST:

Vincent D. Chang, City Clerk

Approved as to Form:
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney



City Council Staff Report

DATE: April 19, 2017

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

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, 2017 and ending April 30, 2018.

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, 2017 and ending April 30, 2018; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Per Monterey Park Municipal Code ("MPMC") Chapter 2.82, each council member appoints his/her respective representative(s) to the City's nine 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,



Vincent D. Chang
City Clerk

Prepared by:



Cindy H. Trang
Deputy City Clerk

Approved By:



Ron Bow
Interim City Manager

Reviewed by:



Karl H. Berger
Assistant City Attorney

Attachments:

1. List of Commissions Appointment

ATTACHMENT 1

List of Commissions Appointments

PETER CHAN

		Appointees 2016 - 2017 Term	Terms:	Appointment 2017 - 2018
Seat No. 1	Commission on Aging	Steve Shieh	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Commission on Aging	Alex Tang	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 1	Business Improvement District Advisory Committee	Ivan Ho T.S. Emporium	11/6/13- 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 1	Community Participation Commission	Victoria Chavez- Calderon	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Community Participation Commission	Tiffany Truong	11/6/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 1	Design Review Board	Gay Q. Yuen	7/6/16 - 4/30/17	
Seat No. 1	Economic Development Advisory Commission	Reginald "Reggie" Shum	5/7/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 1	Environmental Commission	Shirley Hwong	8/5/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 1	Planning Commission	Theresa Garcia Amador	5/1/16 - 4/30/17	
Seat No. 1	Recreation and Parks Commission	Philip Chang	5/1/16 - 4/30/17	
Seat No. 1	Traffic Commission			

MITCHELL ING

		Appointees 2016 - 2017 Term	Terms:	Appointment 2017 - 2018
Seat No. 3	Commission on Aging	Agnes Arakawa	8/21/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Commission on Aging	Beryl Shieh	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Business Improvement District Advisory Committee	Guey Lin Jeng (Gene) Martin Florist	8/21/13- 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 3	Community Participation Commission	Julie Pang-Cortez	10/31/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Community Participation Commission	Julia Villagran	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Design Review Board	Joseph Reichenberger	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Economic Development Advisory Commission	Dominic A. Lombardo	8/21/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Environmental Commission			
Seat No. 2	Planning Commission	Larry Sullivan	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 2	Recreation and Parks Commission	Paul Duke Lee	1/26/15 - 4/30/15 5/1/16 - 4/30/17	
Seat No. 2	Traffic Commission	Steve Klein	5/1/15 - 4/30/16 5/1/16 - 4/30/17	

HANS LIANG

		Appointees 2016 - 2017 Term	Terms:	Appointment 2017 - 2018
Seat No. 5	Commission on Aging	Samuel Song Y. Park	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 6	Commission on Aging			
Seat No. 3	Business Improvement District Advisory Committee	Josephine Louie United pacific Bank	8/5/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 5	Community Participation Commission	Carol Ann Sullivan	6/1/16 - 4/30/17	
Seat No. 6	Community Participation Commission			
Seat No. 3	Design Review Board	Elizabeth Yang	5/1/16 - 4/30/17	
Seat No. 3	Economic Development Advisory Commission	Henry Lo	6/1/16 - 4/30/17	
Seat No. 3	Environmental Commission	Karl Wong	11/6/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 3	Planning Commission	Ricky Choi	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 3	Recreation and Parks Commission	Bryant Y. Yang	5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 3	Traffic Commission	Benkin Jong	11/6/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	

TERESA REAL SEBASTIAN

		Appointees 2016 - 2017 Term	Terms:	Appointment 2017 - 2018
Seat No. 7	Commission on Aging	Virginia King	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 8	Commission on Aging	Michael W. Lopez	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Business Improvement District Advisory Committee	Johnny Thompson Johnny Thompson Music	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 7	Community Participation Commission	Evelyn Moreno	1/7/15 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 8	Community Participation Commission	Sandra Hidalgo	7/19/16 - 4/30/17	
Seat No. 4	Design Review Board	Eric Brossy de Dios	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Economic Development Advisory Commission			
Seat No. 4	Environmental Commission	Johanna Bonillo	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Planning Commission	Paul Isozaki	10/7/16 - 4/30/17	
Seat No. 4	Recreation and Parks Commission	Randall Avila	5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 4	Traffic Commission	Ulysses Ramirez	10/14/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	

STEPHEN LAM

		Appointees 2016 - 2017 Term	Terms:	Appointment 2017 - 2018
Seat No. 9	Commission On Aging	Betty Ping Cheng	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 10	Commission on Aging	Mau, Tak Kuen "Charles"	1/7/15 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 5	Business Improvement District Advisory Committee	Daniel Fong Fond Law group Inc	5/1/16 - 4/30/17	
Seat No. 9	Community Participation Commission	Wei-Han Young (Wily)	8/16/16 - 4/30/17	
Seat No. 10	Community Participation Commission	Grace Ge (PeiJun)	8/7/13 - 4/30/14 5/1/14 - 4/30/15 5/1/14 - 4/30/15 5/1/15 - 4/30/16 5/1/16 - 4/30/17	
Seat No. 5	Design Review Board	Ivan W Lam	11/15/16 - 4/30/17	
Seat No. 5	Economic Development Advisory Commission	Philip Smith	6/1/16 - 4/30/17	
Seat No. 5	Environmental Commission	Richard Mai	2/15/17 - 4/30/17	
Seat No. 5	Planning Commission	Delario M. Robinson	6/1/16 - 4/30/17	
Seat No. 5	Recreation and Parks Commission	Doris Lau	1/10/16 - 4/30/16	
Seat No. 5	Traffic Commission	Paul G. Perez	10/7/15 - 4/30/16 5/1/16 - 4/30/17	



City Council Staff Report

DATE: April 19, 2017

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

TO: The Honorable Mayor and City Council
FROM: Jim Smith, Chief of Police
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING WEDNESDAY, APRIL 26, 2017 TO BE "DENIM DAY MONDTEREY PARK".

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution no. _____ declaring Wednesday, April 26, 2017 as "Denim Day Monterey Park"; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

"Denim Day" was established in 1999 after the California Legislature's Women's Caucus learned of a protest of a court decision that occurred in Italy. Enraged by the verdict and the judge's statement, within a matter of hours the women of the Italian Parliament launched into immediate action and protested by wearing jeans to work. This call to action motivated the California legislators to do the same. Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence victims' advocacy organization promoted the idea and the first "Denim Day-L.A." was created. "Denim Day" is now recognized throughout the United States.

BACKGROUND:

The United States Government has declared April as "Sexual Assault Awareness Month." As part of "Sexual Assault Awareness Month," Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence Victim Advocacy Organization, has declared April 26, 2017 as "Denim Day" in Los Angeles County and the USA.

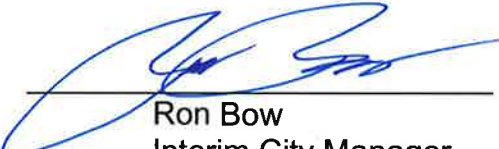
"Denim Day" was established in 1999 after the California Legislature's Women's Caucus learned of a protest of a court decision that occurred in Italy. The Italian Supreme Court overturned a rape conviction. In overturning the conviction, the Chief Judge stated that because the victim wore tight jeans she had to have helped the perpetrator remove them no longer making it rape but consensual sex.

Enraged by the verdict and the judge's statement, within a matter of hours the women of the Italian Parliament launched into immediate action and protested by wearing jeans to work. This call to action motivated the California legislators to do the same. Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence victims' advocacy organization promoted the idea and the first "Denim Day-L.A." was created. "Denim Day" is now recognized throughout the United States.

The Monterey Park City Council first recognized "Denim Day" in 2011. On "Denim Day", City Employees are encouraged to wear jeans to work as a show of support for Sexual Assault victims and as a sign that Sexual Assault will not be tolerated in our society. Businesses throughout the city are encouraged to participate as well.

Respectfully submitted and
approved by:

Prepared by:



Ron Bow
Interim City Manager

Jim Smith
Chief of Police
FOR: CHIEF SMITH

ATTACHMENT 1: Resolution

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEREY PARK, CALIFORNIA DECLARING WEDNESDAY, APRIL 26, 2017 TO BE “DENIM DAY MONTEREY PARK”, SUPPORTING SEXUAL ABUSE AWARENESS AND THE BELIEF THAT THERE IS NO EXCUSE AND NEVER AN INVITATION TO RAPE.

WHEREAS, the United States Government has declared April as “Sexual Assault Awareness Month” and Peace Over Violence, a Los Angeles County based Sexual Assault and Domestic Violence Victim Advocacy Organization, has declared April 26, 2017 as “Denim Day” in Los Angeles County and the USA; and,

WHEREAS, “Denim Day” is intended to draw attention to the fact that rape and sexual assault remain serious issues in our society; and,

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victims and survivors to be revictimized; and,

WHEREAS, “Denim Day” was instituted to call attention to misconceptions and misinformation about rape and sexual assault , and the problem that many in society remain disturbingly uninformed with respect to issues of sexual assault and rape; and,

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this physically and psychologically damaging crime, and;

WHEREAS, the members of the Monterey Park City Council strongly support the efforts of Peace Over Violence to educate people in our community about the true impact of rape and sexual assault in Southern California.

WHEREAS, in future years, members of the Monterey Park City Council and City Staff will be encouraged to wear jeans the day of the City Council meeting when “Denim Day” resolutions are on the agenda for the City Council approval to bring about awareness of the upcoming “Denim Day” observance

NOW, THEREFORE, the City Council of the City of Monterey Park does hereby resolve, declare, and determine and order as follows:

SECTION 1. April 26, 2017 is “Denim Day” in the City of Monterey Park. That City Employees, along with residents, business persons, students, and visitors to the City are urged to wear jeans April 26, 2017 to help communicate the message that there is “no excuse and never an invitation to rape.”

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 19th day of April 2017

Teresa Real Sebastian
Mayor
Monterey Park, California

ATTEST:

Vincent D. Chang, City Clerk
Monterey Park, California

RESOLUTION NO.

Page 3

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 and regularly adopted by the City Council of the City of Monterey Park at a meeting held on the 19th day of April, 2017, by the following vote:

Ayes:
Noyes:
Absent:
Abstain:

Dated this 19th day of April, 2017.

Vincent D. Chang, City Clerk
Monterey Park, California

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

7-A. UPDATE ON THE DROUGHT AND WATER CONSERVATION (REQUESTED BY
MAYOR REAL SEBASTIAN

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

7-B. REWARD FOR INFORMATION LEADING TO THE ARREST OF JIN YUAN YANG WHO WAS INVOLVED WITH THE DEATH OF ABEL CASTELLANOS (REQUESTED BY MAYOR REAL SEBASTIAN)

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

7-C. DISCUSSION ON AIRPLANE SYMBOLIC ORDINANCE (REQUESTED BY
MAYOR REAL SEBASTIAN